

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/23/2019

Contract/Lease Control #: C15-2247-FLI

Procurement#: 03-05

Contract/Lease Type: CONTRACT

Award To/Lessee: MANSFIELD OIL COMPANY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/27/2017

Expiration Date: 12/04/2022

Description of Contract/Lease: PROVIDE FUELS: GASOLINE & DIESEL

Department: FLI

Department Monitor: BRANDIN

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: TBRANDIN@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

Client#: 644412

MANSFENERG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Marsh & McLennan Agency LLC
11330 Lakefield Drive, Suite 100, Johns Creek, GA 30097-1508
INSURED: Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway, SW, Gainesville, GA 30501

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be. EXCESS AUTO LIABILITY (Effective 02/01/2021 to 02/01/2022) Insurer D - Policy #EXT30003209600 - \$1,000,000 xs Primary

CONTRACT#: C15-2247-FLT
MANSFIELD OIL COMPANY
PROVIDE FUELS: GASOLINE & DIESEL
EXPIRES: 12/04/2022

CERTIFICATE HOLDER: Okaloosa County Fleet Operations
2798 Goodwin Avenue, Crestview, FL 32539-0000

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: PETER J. KRASE

## DESCRIPTIONS (Continued from Page 1)

**EXCESS GENERAL LIABILITY & EMPLOYERS LIABILITY (Effective 02/01/2021 to 02/01/2022)**

**Insurer H - Lexington Ins. Co. - NAIC #19437 - Policy #015375502 - \$5,000,000 xs Primary**

**Insurer G - Endurance American Ins. Co. - NAIC #10641 - Policy #EXC10005109007 - \$5,000,000 xs \$5,000,000**

**(GL) Additional Insured per form CGLB303 0413 Blanket Additional Insured - Required by Contract (WC) Waiver of Subrogation per form MLXB152 0600 Blanket Waiver of Subrogation Endorsement**

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2247-FLT Tracking Number: 3437-19  
Procurement/Contractor/Lessee Name: Mansfield 0.1 Grant Funded: YES \_\_\_ NO X  
Purpose: renewal/ amendment  
Date/Term: 12-4-19  
Amount: \_\_\_\_\_  
Department: FLT  
Dept. Monitor Name: ~~Vanessa~~ Brenda

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
White RP Date: \_\_\_\_\_  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: No Action Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 7-12-19  
\_\_\_\_\_ Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 8-2-19  
\_\_\_\_\_ Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Friday, July 12, 2019 10:32 AM  
**To:** DeRita Mason  
**Subject:** RE: C15-2247-FLT Amendment/Renewal

DeRita

This is approved by risk but I wanted to mention that this company does carry pollution liability insurance and we should add that as a requirement on the insurance attachment. Also, they need to add Okaloosa county as additional insured on the automobile liability.

Thanks

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, July 11, 2019 12:07 PM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** C15-2247-FLT Amendment/Renewal

Please review and approve. We received approval to go ahead with another renewal even though it has expired. Also see

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, August 01, 2019 12:58 PM  
**To:** DeRita Mason  
**Cc:** Greg Kisela; Lynn Hoshihara  
**Subject:** RE: Mansfield Agenda Item

Ok this is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, August 1, 2019 12:06 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Greg Kisela <gkisela@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Mansfield Agenda Item

This is what I have for exhibit B.

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**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Thursday, August 01, 2019 11:03 AM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Cc:** Greg Kisela <gkisela@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Mansfield Agenda Item

Please confirm that exhibit b in the whereas clause is the same as exhibit b in the body of the agreement. Once looks like the new fee schedule and the other appears to be the comparison justification which are two separate document.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

**FOURTH RENEWAL AND AMENDMENT TO GASOLINE AND DIESEL FUEL  
CONTRACT  
C15-2247-FLT**

This FOURTH RENEWAL AND AMENDMENT, effective 17 September of 2019 renews and amends the Agreement for Fuel, Gasoline and Diesel, dated December 5, 2014, between Okaloosa County, Florida (the "County") and Mansfield Oil Company (the "Vendor").

**WHEREAS**, on December 5, 2014, the County and Vendor entered into Agreement C15-2247-FLT to provide gasoline and diesel fuel (the "Agreement"); and

**WHEREAS**, the contract is set to expire on December 4, 2019 with no renewals. However, the Board of County Commissioners has now determined that it is in the best interest of the County to renew this agreement for an addition three (3) year term in order to keep the best rates for the County, and has therefore expressly waived the procurement requirements of the Purchasing Manual pursuant to Section 4.03 of the Okaloosa County Purchasing Manual; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment attached hereto as Exhibit "A"; and

**WHEREAS**, a new Exhibit "B" bulk fuel fee schedule sheet. This exhibit provides the necessary data to show that Okaloosa County is receiving better rates than the following contracts: Florida State Contract, Okaloosa School District and Escambia County; and

**WHEREAS**, the parties wish to amend and renew the contract to add new and updated general services insurance requirements attached hereto as Exhibit "C".

**NOW, THEREFORE**, in consideration of the promises contained herein, the County and Vendor agree as follows:

1. C15-2247-FLT is hereby renewed for an additional three year term with the new expiration date being December 4, 2022.
2. Contractor agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", and incorporated herein.
3. Exhibit "B" titled "Fee Schedule" of C15-2247-FLT, is deleted and replaced with the attached Exhibit "B".
4. C15-2247-FLT is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "C"; and incorporated herein.
5. C15-2247-FLT is hereby amended to incorporate the following provision: **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this Agreement, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott

**CONTRACT #: C15-2247-FLT  
MANSFIELD OIL COMPANY  
PROVIDES FUELS: GASOLINE & DIESEL  
EXPIRES: 12/04/2022**

Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section shall be null and void

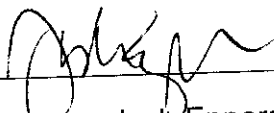
6. All other provisions of the Agreement and any amendments shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this FOURTH AMENDMENT as of the last date written below.

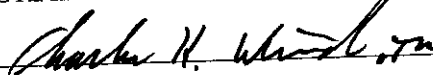
MANSFIELD OIL COMPANY

BY: 

PRINT NAME: Josh Epperson

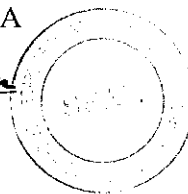
DATE: 9/3/2019

OKALOOSA COUNTY, FLORIDA




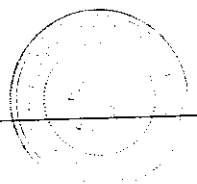
Charles K. Windes, Jr., Chairman

Date: SEP 17 2019



ATTEST:

  
J.D. Peacock II, Clerk



Standard Contract Clauses

Exhibit "A"

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph e (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Exhibit "C"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of



this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Environmental Impairment Liability (to include handling, transportation & disposal)	\$5,000,000 each claim

#### **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/10/2014

Contract/Lease Control #: C15-2247-FLT

Bid #: 03-15

Contract/Lease Type: CONTRACT

Award To/Lessee: MANSFIELD OIL COMPANY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/05/2014

Term: 12/04/2017 W/2-ONE YR RENEWALS

Description of Contract/Lease: PROVIDE FUELS: GASOLINE & DIESEL

Department: FLT

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5777

Monitor's FAX # or E-mail: JVAUGHN@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/1/2019

Contract/Lease Control #: C15-2247-FLT

Procurement#: 03-15

Contract/Lease Type: CONTRACT

Award To/Lessee: MANSFIELD OIL COMPANY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/15/2019

Expiration Date: 12/04/2019

Description of Contract/Lease: PROVIDE FUELS: GASOLINE & DIESEL

Department: FLT

Department Monitor: BRANDIN

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: TBRANDIN@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

Client#: 78626

14MANSFIELD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: J Smith Lanier & Co Atlanta, 11330 Lakefield Drive, Suite 100, Johns Creek, GA 30097-1508. CONTACT NAME, PHONE (A/C, No, Ext): 770-476-1770, FAX (A/C, No): 770-476-3651. INSURER(S) AFFORDING COVERAGE: INSURER A: Nationwide Agribusiness Ins. Co. (28223), INSURER B: Gemini Insurance Company (10833), INSURER C: Lexington Insurance Company (19437), INSURER D: Evanston Insurance Company (35378), INSURER E: Allied World Assurance Companies (19489).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Pollution Liab - Claims Made.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EXCESS AUTO LIABILITY: -Insurer B - Policy #GVE100229301 - 07/01/2019 to 07/01/2020 - \$4,000,000 xs Primary. EXCESS GENERAL LIABILITY AND EMPLOYERS LIABILITY: -Insurer C - Policy #015375502 - 07/01/2019 to 07/01/2020 - \$6,000,000 xs Primary (See Attached Descriptions)

CERTIFICATE HOLDER: Okaloosa County Fleet Operations, 2798 Goodwin Avenue, Crestview, FL 32539-0000. CONTRACT#: C15-2247-FM MANSFIELD OIL COMPANY PROVIDES FUELS: GASOLINE & DIESEL EXPIRES: 12/04/2019. AUTHORIZED REPRESENTATIVE signature.



## DESCRIPTIONS (Continued from Page 1)

-Insurer D - Policy #MKLV4EUE100231 - 07/01/2019 to 07/01/2020 - \$4,000,000 xs \$6,000,000

(GL) Additional Insured per form CGLB303 0413 Blanket Additional Insured - Required by Contract

(WC) Waiver of Subrogation per form MLXB152 0600 Blanket Waiver of Subrogation Endorsement

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2247-FLT Tracking Number: 3214-19  
Procurement/Contractor/Lessee Name: Mansfield al Grant Funded: YES \_\_\_ NO X  
Purpose: amendment / Renewal  
Date/Term: 12-1-19 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: FLT 3.  \$50,000 OR LESS  
Dept. Monitor Name: Brandin

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Debra Mason Date: 12-19-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: NO Federal  
\_\_\_\_\_  
Grants Coordinator Danielle Garcia Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached  
\_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King Date: 12-21-18

**County Attorney Review**

Approved as written: see email attached  
\_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 12-21-18

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_  
Finance Manager or designee Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Friday, December 21, 2018 8:28 AM  
**To:** DeRita Mason; Parsons, Kerry  
**Subject:** Re: Mansfield Oil Renewal-C15-2247-FLT

This is approved as to legal sufficiency.

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Friday, December 21, 2018 8:35 AM  
**To:** Lynn Hoshihara; Parsons, Kerry  
**Subject:** RE: Mansfield Oil Renewal-C15-2247-FLT

Updated amendment.

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**From:** Lynn Hoshihara  
**Sent:** Thursday, December 20, 2018 6:18 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>  
**Subject:** Re: Mansfield Oil Renewal-C15-2247-FLT

DeRita,

Attached are my suggested changes to the Mansfield Oil Renewal and Amendment.

Thanks,  
Lynn

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Wednesday, December 19, 2018 8:36 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Mansfield Oil Renewal-C15-2247-FLT

Please review and approve. We would like to take this to the board on Jan 2, therefore we need it back really soon if possible.

Thank you,

**THIRD RENEWAL AND AMENDMENT TO CONTRACT C15-2247-FLT  
(Mansfield Oil Company)**

This Amendment made and entered into this 15th day of January, 2019, amends Contract C15-2247-FLT, dated December 5, 2014, by and between Okaloosa County, Florida, (hereinafter the "County") and Mansfield Oil Company (hereinafter the "Contractor").

**WHEREAS**, on December 5, 2014, the County and Contractor entered into a contract, C15-2247-FLT, which provides fuel for the County; and

**WHEREAS**, the term of C15-2247-FLT expired on December 4, 2018, however, the contract provides for an additional one (1) year renewal. This will be the final renewal for this contract. The County and Contractor wish to retroactively renew this contract to December 5, 2018; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "A" attached hereto; and

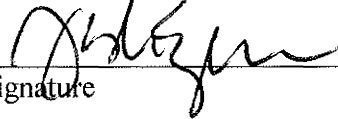
**WHEREAS**, the parties wish to amend the Contract to add new and updated general services insurance requirements attached hereto as Exhibit "B".

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend and renew C15-2247-FLT as follows:

1. C15-2247-FLT is hereby renewed for one (1) year. The contract renewal period shall begin on December 5, 2018 and will expire on December 4, 2019.
2. Contractor agrees to comply with all applicable federal regulations, including, but not limited to those set forth in Exhibit "A", attached hereto and incorporated herein.
3. C15-2247-FLT is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "B" and made a part of the Contract by reference.
4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

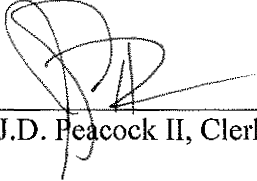
MANSFIELD OIL COMPANY

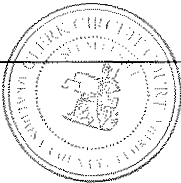
  
Signature

Josh Epperson, Director of Government Services  
Print Name & Title

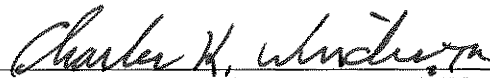
Date: December 27, 2018

ATTEST:

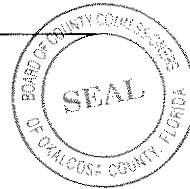
  
\_\_\_\_\_  
J.D. Peacock II, Clerk



OKALOOSA COUNTY, FLORIDA

  
\_\_\_\_\_  
CHARLES K. WINDES, JR., CHAIRMAN

Date: 1/15/19



## Exhibit "A"

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable



requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**Exhibit "B"**  
**GENERAL SERVICES INSURANCE REQUIREMENTS**  
REVISED: 08/01/2018

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

## **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

## **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

## **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor

and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

#### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: J. Smith Lanier & Co.-Atlanta, Marsh & McLennan Agency, LLC
INSURED: Mansfield Oil Company of Gainesville, Inc.
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(GL) Additional Insured per form CGLB303 0413 Blanket Additional Insured - Required by Contract

Contract # C15-2247-FLT
MANISFIELD OIL COMPANY, INC
PROVIDE FULES: GASOLINE & DIESEL
EXPIRES: 12/04/2018 W/1 ONE YR RENEWAL

CERTIFICATE HOLDER: Okaloosa County Fleet Operations, 2798 Goodwin Avenue, Crestview, FL 32539
CANCEL: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>J. Smith Lanier &amp; Co.-Atlanta</b> <b>Marsh &amp; McLennan Agency, LLC</b> <b>11330 Lakefield Dr; Bldg. 1</b> <b>Johns Creek, GA 30097</b>	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>770 476-1770</b>	FAX (A/C, No): <b>770 476-3651</b>
INSURED <b>Mansfield Oil Company of Gainesville, Inc.</b> <b>1025 Airport Parkway, SW</b> <b>Gainesville, GA 30501</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Nationwide Agribusiness Ins. Co</b>	NAIC # <b>28223</b>
	INSURER B : <b>Lexington Insurance Company</b>	<b>19437</b>
	INSURER C : <b>Allied World Assurance Companie</b>	<b>19489</b>
	INSURER D : <b>Evanston Insurance Company</b>	<b>35378</b>
	INSURER E :	

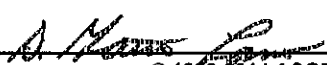
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP119529A	07/01/2017	07/01/2018	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPP119529A	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10000</b>			015375502	07/01/2017	07/01/2018	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC119529A	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
C	Pollution			03059391	12/23/2017	12/23/2020	<b>\$10,000,000 Ea Incident</b> <b>\$10,000,000 Aggregate</b>
D	Excess Liability			MKLV4EUE100067	07/01/2017	07/01/2018	<b>\$5M XS \$5M</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
(GL) Additional Insured per form CGLB303 0413 Blanket Additional Insured - Required by Contract

**Contract # C15-2247-FLT**  
**MANISFIELD OIL COMPANY, INC.**  
**PROVIDE FUEL: GASOLINE & DIESEL**  
**EXPIRES: 12/04/2018 W/1 1 YR RENEWAL**

CERTIFICATE HOLDER <b>Okaloosa County</b> <b>Fleet Operations</b> <b>2798 Goodwin Avenue</b> <b>Crestview, FL 32539</b>	CANCELLED AT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-27-2017

Contract/Lease Control #: C15-2247-FLT

Procurement#: 03-15

Contract/Lease Type: CONTRACT

Award To/Lessee: MANSFIELD OIL COMPANY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/05/2014

Expiration Date: 12/04/2018 W/1-ONE YR RENEWAL

Description of Contract/Lease: PROVIDE FUELS: GASOLINE & DIESEL

Department: FLT

Department Monitor: BRANDIN

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: TBRANDIN@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C15-2247-FLT Tracking Number: 2602-17  
Procurement/Contractor/Lessee Name: Mansfield Oil Grant Funded: YES \_\_\_ NO   
Purpose: Amendment/Renewal  
Date/Term: 12-4-18  
Amount: \_\_\_\_\_  
Department: FLT  
Dept. Monitor Name: Brandin

1.  GREATER THAN \$50,000  
2.  GREATER THAN \$25,000  
3.  \$25,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Greg Kisela Date: 9-28-17  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**

Approved as written: NA Date: \_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: with updated Ins. Requirements Date: 9-28-17  
Krystal King Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 10-3-17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants Office**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, October 03, 2017 9:24 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: C15-2247-FLT Mansfield Oil amendment/renewal

This is approved for legal purposes.

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Tuesday, October 03, 2017 10:10 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** RE: C15-2247-FLT Mansfield Oil amendment/renewal

Here you go. Sorry, that was some crazy formatting, not sure what happened.

---

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Tuesday, October 03, 2017 9:00 AM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Cc:** Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>  
**Subject:** RE: C15-2247-FLT amendment/renewal

Good Morning DeRita:

Attached are my revisions on the Mansfield Oil amendment and renewal. There is some strange formatting going on in this document that you will want to take a look at.

Have a good day,  
Kerry

---

**From:** DeRita Mason [mailto:dmason@co.okaloosa.fl.us]  
**Sent:** Thursday, September 28, 2017 8:36 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** C15-2247-FLT amendment/renewal

Please review the attached amendment. They would like to get this on the October 19, 2017 board meeting. I included the current contract file, the exhibit "A" and the draft amendment for your review.

Have a great day.

DeRiat

**SECOND RENEWAL TO CONTRACT C15-2247-FLT**

**MANSFIELD OIL COMPANY**

**PROVIDES FUELS: GASOLINE AND DIESEL**

This Second Renewal made and entered into this 21st day of November, 2017, hereby renews and amends contract C15-2247-FLT, dated 12/05/2014, by and between Okaloosa County, Florida, (hereinafter the "Customer") and Mansfield Oil Company (hereinafter The "Mansfield Oil Company").

**WHEREAS**, on 12/05/2014, the Customer and Mansfield Oil Company entered into a contract, C15-2247-FLT, which provides gasoline and diesel fuels; and

**WHEREAS**, the initial term of C15-2247-FLT shall expire on 12/04/2017, with an automatic renewal which provides for up to 2-one year renewals. The County has annually acknowledged the renewal of this Contract and

**WHEREAS**, the parties wish to amend the Contract to add new and updated general services insurance requirements attached hereto as Exhibit "A"; and

**WHEREAS**, the County finds it in the best interest of the public to renew this agreement for an additional year.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew C15-2247-FLT as follows:

1. C15-2247-FLT is hereby renewed for an additional term. The contract renewal period shall begin 12/04/2017 and will expire 12/04/2018.

(This part of the page left blank intentionally)

2. C15-2247-FLT is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "A" and made a part of the contract.

3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

MANSFIELD OIL COMPANY

Michael Mansfield

By: Michael Mansfield, Jr.

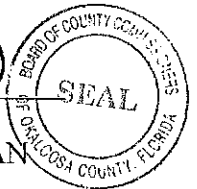
Date: November 1, 2017

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel

CAROLYN N. KETCHEL, CHAIRMAN

Date: 21 Nov 17



ATTEST:

J.D. Peacock, II  
J.D. Peacock, II, Clerk of Courts



# EXHIBIT "A"

## GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

### CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.



9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000
5. Pollution Liability	\$1,000,000 per occurrence

#### NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the

Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

### **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

### **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>J. Smith Lanier &amp; Co.-Atlanta</b> <b>Marsh &amp; McLennan Agency, LLC</b> <b>11330 Lakefield Dr; Bldg. 1</b> <b>Johns Creek, GA 30097</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 770 476-1770	<b>FAX (A/C, No):</b> 770 476-3651
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Nationwide Agribusiness Ins. Co	<b>NAIC #</b> 28223
	<b>INSURER B :</b> Lexington Insurance Company	<b>19437</b>
<b>INSURER C :</b> Allied World Assurance Companie	<b>19489</b>	
<b>INSURER D :</b> Evanston Insurance Company	<b>35378</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

<b>INSURED</b> <b>Mansfield Oil Company of</b> <b>Gainesville, Inc.</b> <b>1025 Airport Parkway, SW</b> <b>Gainesville, GA 30501</b>		

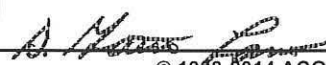
**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP119529A	07/01/2017	07/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CPP119529A	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		015375502	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below    Y/N    N/A		WCC119529A	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution		03059391	11/17/2014	12/23/2017	\$10,000,000 Ea Incident \$10,000,000 Aggregate
D	Excess Liability		MKLV4EUE100067	07/01/2017	07/01/2018	\$5M XS \$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 (GL) Additional Insured per form CGLB303 0413 Blanket Additional Insured - Required by Contract **C15-2247-FLT**

**Contract # C15-2247-FLT**  
**MANISFIELD OIL COMPANY, INC.**  
**PROVIDE FUELS: GASOLINE & DIESEL**  
**EXPIRES: 12/04/2018 W/ 1 ONE YR RENEWAL**

<b>CERTIFICATE HOLDER</b>  <b>Okaloosa County</b> <b>Fleet Operations</b> <b>2798 Goodwin Avenue</b> <b>Crestview, FL 32539</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---

CONTRACT #C15-2247-FLT  
MANSFIELD OIL COMPANY  
PROVIDE FUELS: GASOLINE & DIESEL  
EXPIRES: 12/04/2017 W/2-ONE  
YR RENEWALS

SECOND AMENDMENT TO GASOLINE AND DIESEL FUEL CONTRACT  
C15-2247-FLT

This SECOND AMENDMENT, effective June 23 of 2016 amends the Agreement for Fuel, Gasoline and Diesel, dated December 5, 2014, between Okaloosa County, Florida (the "County") and Mansfield Oil Company (the "Vendor").

WHEREAS, on December 5, 2014, the County and Vendor entered into Agreement C15-2247-FLT to provide gasoline and diesel fuel (the "Agreement"); and

WHEREAS, the parties agree it is necessary to amend the Agreement to include the Okaloosa County 911/Emergency Operations Center to its list of tank locations; and

WHEREAS, the parties desire to amend the Agreement to add language in the Agreement pertaining to public records as has recently been amended by the Florida Legislature, 2016 Laws of Florida, chapter 20.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Vendor agree as follows:

1. The Agreement is hereby amended to reflect the addition of the Okaloosa County 911/Emergency Operations Center location as follows:

Okaloosa County 911/Emergency Operations Center  
90 College Blvd East  
Niceville, FL 32578  
One Diesel Fill tank for 5,000 gallons per fill and any other equipment that may be necessary.

2. The Agreement is hereby amended to provide the following section:

**Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

3. All other provisions of the Agreement and any amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT as of the last date written below.

MANSFIELD OIL COMPANY

*James Little*  
WITNESS

BY: *David Zarfoss*

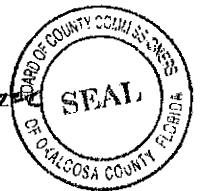
*Corey Hoffman*  
WITNESS

PRINT NAME: David Zarfoss

DATE: 6/8/16

OKALOOSA COUNTY, FLORIDA

*Charles K. Windes, Jr.*  
Charles K Windes, Jr., Chairman



Date: 6 / 23 / 16

ATTEST:

*J.D. Peacock II*  
J.D. Peacock II, Clerk



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>J. Smith Lanier &amp; Co.-Atlanta</b> 11330 Lakefield Drive Bldg 1, Suite 100 Duluth, GA 30097	CONTACT NAME: PHONE (A/C, No, Ext): <b>770 476-1770</b>	FAX (A/C, No): <b>770 476-3651</b>	
	E-MAIL ADDRESS:		
INSURED  <b>Mansfield Oil Company</b> of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Nationwide Agribusiness Ins. Co</b>		<b>28223</b>
	INSURER B : <b>Lexington Insurance Company</b>		<b>19437</b>
	INSURER C : <b>Allied World Assurance Companie</b>		<b>19489</b>
	INSURER D : <b>Evanston Insurance Company</b>		<b>35378</b>
	INSURER E : <b>Endurance American Insurance</b>		<b>10641</b>
INSURER F :			

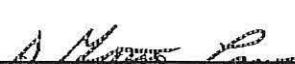
COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP119529A	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP119529A	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			15375502	07/01/2015	07/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC119529A	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution			03059391	11/17/2014	11/17/2017	\$5M EaIncident/\$10M Agg
D	Excess Umbrella			MKLV40LE102184	07/01/2015	07/01/2016	\$5M XS \$5M
E	Excess Umbrella			EXC10005109001	07/01/2015	07/01/2016	\$15M XS \$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Okaloosa County is included as additional insured as per written contract but only with respects to the general liability insurance and subject to the provisions and limitations of the policy.**

CIS-2247-FLT

CERTIFICATE HOLDER  Okaloosa County Fleet Operations 2798 Goodwin Ave Crestview, FL 32539	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---





**CUSTOMER NAME: Okloosa County Board of County Commissioners**  
**MOC ACCT #: 8484**

<u>Ship to</u>	<u>Site Name</u>	<u>Address</u>
01	South End	84 Ready Avenue
04	North End	2798 Godwin Avenue
05	Northwest Regional Airport	1701 Highway 85 North
06	City Yard	141 A Hollywood Blvd

**FOR FUEL DELIVERIES OR INQUIRIES:**

**CUSTOMER SERVICE:** Southeast Group/dispatch

**PHONE:** 866-245-3140

**EMAIL:** [Mansfield-southeast@mansfieldoil.com](mailto:Mansfield-southeast@mansfieldoil.com)

**\*\*When ordering by email, if confirmation is not received within 2 hours of request please contact your service representative.\*\***

**AFTER HOURS EMERGENCY PHONE NUMBER:**

**1-800-255-6699, Option 2**

**OPERATIONAL ISSUES/CONCERNS:**

**CONTACT:** **Christine Glean** – Government Account Coordinator

**PHONE:** 678-450-2152

**EMAIL:** [cglean@mansfieldoil.com](mailto:cglean@mansfieldoil.com)

Government Group Email: [govtops@mansfieldoil.com](mailto:govtops@mansfieldoil.com)

**CONTRACT #C15-2247-FLT**  
**MANSFIELD OIL COMPANY**  
**PROVIDE FUELS: GASOLINE & DIESEL**  
**EXPIRES: 12/04/2017 W/2-ONE**  
**YR RENEWALS**

FIRST AMENDMENT TO GASOLINE AND DIESEL FUEL CONTRACT  
C15-2247-FLT

This FIRST AMENDMENT, effective January 6, 2015, amends the Agreement for Fuel: Gasoline and Diesel, dated December 5, 2014, between Okaloosa County, Florida (the "County") and Mansfield Oil Company (the "Vendor").

WHEREAS, on December 5, 2014, the County and Vendor entered into an Agreement to provide gasoline and diesel fuel (the "Agreement"); and

WHEREAS, the Agreement contained a list of Tank Locations and Capacities, but failed to include the Northwest Florida Regional Airport; and

WHEREAS, the parties agree it is necessary to amend the Agreement to include the Northwest Florida Regional Airport as an additional tank location.

NOW, THEREFORE, in consideration of the promises contained herein, the County and Vendor agree as follows:

1. The Agreement is hereby amended to reflect the addition of the Northwest Florida Regional Airport location as follows:

Northwest Florida Regional Airport  
State Road 85  
Eglin AFB, FL 32542  
Two 25,000 gallons AST Gasoline tanks equipped with transfer pump

2. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT as of the last date written below.

Matthew Pitts

WITNESS

Matthew Pitts

WITNESS

MANSFIELD OIL COMPANY

BY: David Zarfoss

PRINT NAME: David Zarfoss

DATE: 12/19/2014

**CONTRACT #C15-2247-FLT  
MANSFIELD OIL COMPANY  
PROVIDE FUELS: GASOLINE & DIESEL  
EXPIRES: 12/04/2017 W/2-ONE  
YR RENEWALS**

STATE OF FLORIDA  
COUNTY OF OKALOOSA

This contract is accepted this 6th day of January 2015 and is effective on  
January 6, 2015.

ATTEST:

By: Gary J. Stanford  
Gary J. Stanford,  
Deputy Clerk of Circuit Court  
Okaloosa County, Florida



BOARD OF COUNTY  
COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA

By: Nathan D. Boyles  
Nathan D. Boyles, as Chairman  
Date: January 7, 2015



## NOTICE OF AWARD

**TO:**

David Zarfoss  
Director of Government Pricing  
Mansfield Oil Company  
1025 Airport Parkway, SW  
Gainesville, GA 30501

**CONTRACT #C15-2247-FLT**  
**MANSFIELD OIL COMPANY**  
**PROVIDE FUELS: GASOLINE & DIESEL**  
**EXPIRES: 12/04/2017 W/2-ONE**  
**YR RENEWALS**

**PROJECT: Fuels: Gasoline & Diesel**

**DESCRIPTION: RFP #FLT 03-15, Contract C15-2247-FLT**

The **OWNER** has considered the qualifications submitted by you for the above-described WORK in response to its Advertisement.

You are hereby notified that your **contract** has been accepted for items in the amounts of specified within the contract.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: Joanne Kublik, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Joanne Kublik at 850-689-5960.

Dated this 10 day of December, 2014

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS-**

BY: Zan Fedorak TITLE Purchasing Manager  
Zan Fedorak

### ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: Mansfield Oil Company of Gainesville, Inc.

This the 15<sup>th</sup> day of December, 2014.

BY: David Zarfoss

Title: Director of Government Pricing

# NOTICE TO PROCEED

DATE: December 10, 2014

TO:

David Zarfoss  
Director of Government Pricing  
Mansfield Oil Company  
1025 Airport Parkway, SW  
Gainesville, GA 30501

CONTRACT #C15-2247-FLT  
MANSFIELD OIL COMPANY  
PROVIDE FUELS: GASOLINE & DIESEL  
EXPIRES: 12/04/2017 W/2-ONE  
YR RENEWALS

**PROJECT: Fuels: Gasoline & Diesel**  
**DESCRIPTION: RFP #FLT 03-15, Contract C15-2247-FLT**

You are hereby notified to commence WORK in accordance with the Agreement dated October 7, 2014  
The contract is in effect as of December 05, 2014

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**:  
Okaloosa County Purchasing, Attention: Joanne Kublik, 602-C North Pearl St, Crestview, FL 32536,  
within 15 days.

Dated this 10 day of December, 2014

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
**OWNER**

BY: Zan Fedorak  
Zan Fedorak

TITLE: Purchasing Manager

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Mansfield Oil Company of Gainesville, Inc.  
Company Name

This the 15<sup>th</sup> day of December, 2014

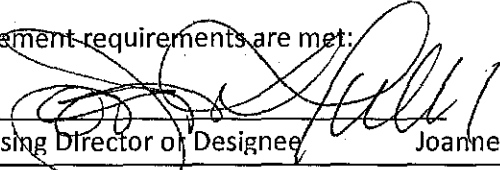
David Zarfoss  
Signature

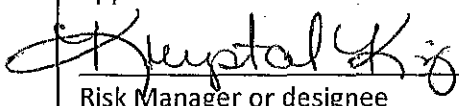
By: David Zarfoss  
Type or Print Name

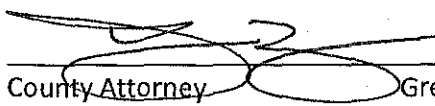
Title: Director of Government Pricing

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>112-14</u>
Contractor/Lessee Name: <u>RFB FLT 03-15</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Fuels</u>	
Date/Term: <u>3 yrs w/ 2-oneyr renewals</u> <u>1yr from DOE w/ 4 oneyr renewals</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>TBD</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PW/FLT</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Hafstad/Vaughn</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
	Date: <u>9-18-14</u>
Purchasing Director or Designee	Joanne Kublik

<b>Risk Management Review</b>	
Approved as written:	
	Date: <u>9-23-14</u>
Risk Manager or designee	Kay Godwin or Krystal King

<b>County Attorney Review</b>	
Approved as written:	
	Date: <u>9/24/14</u>
County Attorney	Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

# CONTRACT

This agreement, executed this 5<sup>th</sup> day of December 2014 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and Mansfield Oil Company or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all goods and services referenced in RRB # 03-15 to provide Fuels: Gasoline & Diesel for a total price as outlined in the Bid provided by Party of the Second Part in strict conformity with the provisions of this Contract approved by the Owner. The said Request for Bid (RFB) and the Bid Response Documents are hereby made a part of this agreement and are attached hereto as Exhibit "A".

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the fuel provided as are set out in the accompanying proposal in the manner provided in the said specifications.

The Party of the Second Part shall be prepared to begin work to be performed under the contract as he set forth in his bid, but will not proceed until he receives official notice to begin. The contract will commence when it is fully executed by both parties. This contract will be for three (3) years and may be renewed for two (2) renewals of one (1) year each, upon the mutual consent of the parties.

REPRESENTATIVES:

The authorized representative of the County shall be:

John Vaughn  
Okaloosa County Fleet  
2798 Goodwin Avenue  
Crestview, FL 32539  
Email: [jvaughn@co.okaloosa.fl.us](mailto:jvaughn@co.okaloosa.fl.us)  
850-689-5777; FAX 850-689-5787

**CONTRACT #C15-2247-FLT**  
**MANSFIELD OIL COMPANY**  
**PROVIDE FUELS: GASOLINE & DIESEL**  
**EXPIRES: 12/04/2017 W/2-ONE**  
**YR RENEWALS**

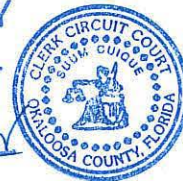
The authorized representative for Mansfield Oil Company will be:

David Zarfoss  
Director of Government Pricing  
Mansfield Oil Company  
1025 Airport Parkway, SW  
Gainesville, GA 30501  
800-255-6699; FAX 678-450-2242  
[mocbids@mansfieldoil.com](mailto:mocbids@mansfieldoil.com)

**CERTIFIED A TRUE  
AND CORRECT COPY**  
JD PEACOCK II  
CLERK CIRCUIT COURT

BY Jessica Ward  
DEPUTY CLERK

DATE Dec 8, 2014



Ad Interim

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Joanne Kublik  
Contracts & Leases Coordinator  
Okaloosa County Purchasing Department  
602 C North Pearl St  
Crestview, FL 32536  
850-689-5960/ 850-689-5998 (FAX)  
Email: JKublik@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said Mansfield Oil Company has hereto fixed his signature, the day and year above written.

Alexandria Russell

WITNESS

Dany J. Stafford

WITNESS

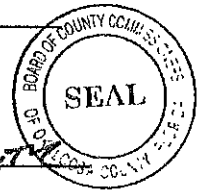


BY [Signature]

CONTRACTOR

Print Name David Zarbass  
Mansfield Oil Company

BY [Signature]



COUNTY OF OKALOOSA, FLORIDA  
Charles K. Windes, Jr., Chairman





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## REQUEST FOR BID (RFB) & BIDDER'S ACKNOWLEDGEMENT

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**RFB TITLE:**

PROVIDE FUELS: GASOLINE &amp; DIESEL

**RFB NUMBER:**

03-15

**RFB OPENING DATE & TIME:**

October 29, 2014 3:00 P.M. CT

**NON MANDATORY PRE -BID:**

October 22, 2014 10:00 A.M. CT

602-C N. Pearl Street, Crestview, FL  
32536

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**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536 . All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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**BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

---

COMPANY NAME Mansfield Oil Company of Gainesville, Inc.

MAILING ADDRESS \_\_\_\_\_

1025 Airport Parkway SW

CITY, STATE, ZIP Gainesville, GA. 30501

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 58-1091383

TELEPHONE NUMBER: (800) 255-6699 EXT: \_\_\_\_\_ FAX: (678) 450-2242

EMAIL: mocbids@mansfieldoil.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME David ZarfossTITLE: Director of Government Pricing DATE October 27, 2014

**NOTICE TO BIDDERS**  
**RFB 03-15**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) October 29, 2014**, for the **Fuels: Gasoline & Diesel Bid**.

At **3:00 p.m. (CST), October 29, 2014**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Bidder's name and "**RFB Fuels: Gasoline & Diesel**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305 prior to bid opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

A non-mandatory pre-bid will be held at the Purchasing Office, 602-C North Pearl Street, Crestview, Florida, 32536, on October 22, 2014 at 10:00 AM CT to provide an opportunity for respondents to discuss the bid.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any Bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Fuels: Gas & Diesels Bid**  
Clerk of Circuit Court  
Attn: Gary Stanford  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

\_\_\_\_\_  
Zan Fedorak  
Purchasing Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Clerk  
Clerk of Circuit Court

\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.  
Chairman

## **BID REQUIREMENTS**

**SCOPE:**

The purpose and intent of this invitation to bid is to select a supplier to provide and deliver Gasoline and Dyed Diesel Fuels to the various locations for Okaloosa County Board of County Commissioners on an as needed basis, at a fixed markup/discount added to the Oil Price Information Service (OPIS) daily rack on delivery date Pensacola, Florida Pad 1 Terminal cost per net gallon, for the specified fuel commodities, during the contract period.

**TERM OF CONTRACT:**

The term of this contract shall commence on the date the signatures of the respondent and Board of County Commissioners Chairman are complete and shall continue for a three (3) year period from the date of commencement unless terminated or extended as provided herein. All terms including pricing shall remain fixed for the contract period.

**RENEWAL OPTION:**

This contract may be extended by mutual agreement of the parties for two (2) additional one (1) year periods at the same terms and conditions.

**AWARD:**

The contract shall be awarded to the lowest, responsive and responsible bidder that complies with all provisions of this solicitation. Award will be based on the total cost of the two products, Regular Unleaded Gasoline 10% Maximum Ethanol Blend 87 Octane and Dyed Diesel Fuel No. 2, Ultra Low Sulfur. Calculations will be based on net gallon markup or discount for each respondent times the estimated annual consumption of each product. The contract will be awarded for both products to one vendor.

**MATERIAL SAFETY DATA SHEETS:**

Respondent shall forward MSDS in accordance with state and federal "Right to Know" laws on any and all chemical substance shipped under this contract which are considered toxic or hazardous under the guidelines established by Federal OSHA and State of Florida's "Right to Know" laws. The district requires that two (2) copies of the applicable material safety data sheets be furnished upon the initial purchase of any chemical or toxic substance.

**ESTIMATED USAGE:**

Anticipated annual usage is listed below. This is to be used as a guide only in the submission of your bid and in no way is to be considered as a firm amount that will be purchased. Every effort has been made to insure these quantities are as accurate as possible.

Regular Unleaded 87 Octane Gasoline 10% Maximum Ethanol Blend:	442,800 gallons
Dyed Diesel Fuel No. 2, Ultra Low Sulfur:	504,000 gallons

**TESTING FOR ADHERENCE TO SPECIFICATIONS:**

Should there be any questions to quality of the fuel products furnished under this contract Okaloosa County will require tests of the products. Should it be determined that any products purchased do not meet specifications such product shall be picked up immediately by respondent as directed by the district and given full credit. Respondent shall be liable for any consequential damages, in addition to fees or charges

incurred for testing if products fail. Failure to meet the above provisions shall be sufficient for action by the board to cancel any contract or agreement entered into under this bid.

**SPILLAGE:**

Respondent shall take all due precautions to prevent spillage of these products during delivery. Proper equipment maintenance, constant inspection, and where necessary, the use of collection pans during fuel transfer, will be employed to avoid leaks or spills. In the event of a spill, respondent shall be responsible for immediate containment, mitigation of the effects of the spill and cleanup of the spilled product at no cost to Okaloosa County. Should respondent fail to take immediate action, Okaloosa County may contract with a third party to accomplish the required control actions and will hold respondent responsible for the cost incurred plus legal fees, attorney costs and court costs.

**PRICING:**

Once the contract is in place, pricing shall be based on the OPIS daily rack price (published price for date of delivery) for each product for the Pensacola, Florida Pad 1 Terminal plus a fixed markup or discount fee for each net gallon of fuel delivered to county facilities. The fixed markup or discount fee shall include the respondent's profit and all delivery and handling costs from the successful respondent's terminal to the delivery location. The fixed markup or discount fee shall not change for the life of the contract. All applicable taxes shall be added at the time of invoicing. No other charges shall be added. The OPIS daily rack price for the Pensacola, Florida Pad 1 Terminal shall be used as a basis for pricing regardless of where the product is actually obtained.

**INVOICING/PAYMENT:**

Invoice prices shall be based on the OPIS daily rack (published price for date of delivery) for each product for the Pensacola, Florida Pad 1 Terminal plus a fixed markup or discount fee for each net gallon of fuel delivered. Invoice shall also include all applicable taxes (See "Taxes" paragraph below). All final invoiced fuel prices shall be rounded off to the fourth decimal; e.g., 2.93042322 would be billed at 2.9304. Payment terms shall be Net 30 days from receipt and acceptance of goods or service and Respondent's invoice. Respondent shall submit all invoices for payment to the following address:

Okaloosa County Fleet Operations  
2798 Goodwin Ave  
Crestview, Florida 32539

To expedite the payment process respondents may email the invoice directly to [jcook@co.okaloosa.fl.us](mailto:jcook@co.okaloosa.fl.us). All invoices shall be processed upon receipt. Light oil bill of lading and/or product receipt tickets presented for payment must carry the signature of the authorized agent of the County employee taking delivery at each tank location.

**TAXES:**

All applicable taxes shall be added to the invoice after the fixed price per net gallon is established. Current taxes not included in the posted terminal price are listed below. In the event other government non-exempt taxes are imposed that are not included in the contract price, they will also be added after the fixed price per net gallon is established. Should any tax rate be increased, the applicable new rate will be used. All payments will include the taxes billed. Should a dispute arise over the correct tax rate or applicable add-on-taxes, the State of Florida Department of Revenue will be requested to issue an official position which shall then become final and binding on all parties to the contract. All revenues found to be due and payable shall be calculated on a retroactive basis to the date tax was imposed. All bidders shall be registered with the Internal Revenue Service to directly apply for applicable Federal Excise Tax reimbursements. Under no

circumstance, will Okaloosa County pay the Federal Excise Tax on gasoline or diesel fuel. Certificates certifying that the school district will not claim reimbursement will be issued for the net gallons invoiced.

Current Applicable Taxes (Eff. 1/1/13)

	<u>Gasoline</u>	<u>Diesel</u>
FL Okaloosa CO Local Option Gas	.062000	N/A
Okaloosa Co LO Gas Tax	.110000	N/A
FL Motor Fuel Tax	.172250	N/A
FL Pollution Tax	.020714	.020714
Federal Env Rec Fee	.001706	.001901
Federal Exec Lust Govt Tax	.001000	.001000

**ORDERING & DELIVERY:**

Product will be ordered by phone by the Fleet Director (or designee) on an as needed basis. Respondent shall provide a confirmation number for each order at the time of the order. All deliveries must be made before 3 PM the next day after telephone notification. Delivery tickets and invoices shall reflect the net gallons delivered after adjustments for temperature compensation. Delivery tickets and bills of lading shall be provided with each delivery and shall indicate gross gallons of fuel and net gallons of fuel delivered. The County will pay for net gallons of fuel delivered. A delivery ticket MUST be signed by a representative of the County and must identify the product, quantity and date delivered. Payment will not be made unless delivery ticket includes an authorized signature. Delivery personnel will be required to closely monitor fuel hoses during the fuel drop. Drivers are not to leave hoses unattended during fueling operations.

**EMERGENCY SERVICES:**

The product/services required under his bid are vital to the operation of the County and are required during Emergency Situations such as hurricanes and other catastrophes, whether man made or natural. Time is of the essence during these situations and the respondent awarded this contract should be able to be contacted at any time, day or night during those periods. **Please provide emergency contact information as part of your bid sheet.** Failure to deliver product within the required time and the required price during regular or emergency operations may result in one or more of the following:

1. The County will obtain fuel from another source until regular schedule can be maintained by contract respondent. Contract respondent will be charged, if applicable, the difference between prices paid to another source and contract price.
2. Termination of contract and subsequent award to next respondent.
3. If successful respondent fails to delivery more than two consecutive times and does not notify the County 24 hours or more prior to non-delivery of product, respondent will be in default of contract, contract will be terminated and respondent will be debarred from doing business with the County School District for a period of 1 year. The County will make every effort to be fair and reasonable during times of disaster.
4. The County provides emergency services (shelters and emergency assistance) during times of natural disaster. Returning schools to full operations is a priority in returning the general community to normalcy. **Respondents must include a plan detailing the priority of service that will be designated to Okaloosa County in the event of a disaster.** This should include the level of commitment that can be expected from

the supplier and their supply chain to support rapid restoration of services after a natural disaster.

**TANK LOCATIONS AND CAPACITIES:**

County Yard

2798 Goodwin Ave  
Crestview, Florida 32539

Two 10,000 gallons AST Diesel tanks equipped with transfer pump  
Two 10,000 gallons AST Gasoline tanks equipped with transfer pump

County Yard

84 Ready Ave  
Ft Walton Beach, Florida 32548

One 12,000 gallons AST Diesel tanks equipped with transfer pump  
One 12,000 gallons AST Gasoline tank equipped with transfer pump

City Yard

141A Hollywood BLVD  
Ft Walton Beach, Florida 32548

One 10,000 gallons AST Diesel tanks equipped with transfer pump  
One 10,000 gallons AST Gasoline tank equipped with transfer pump

**\*\*\*ALL TANKS HAVE AUTOMATIC OVER FILL PREVENTION AT 95% OF TANK CAPACITY.**

## SPECIFICATIONS

Respondents must be adequately equipped, supplied and staffed to promptly and efficiently furnish, deliver and dispense all products upon which bids are submitted. The district reserves the right to require affidavits of analysis on fuels delivered by the suppliers showing that said items meet specifications at any time during the contract period.

Respondent(s) shall be fully licensed as may be required by local, state or federal regulations and shall comply at all times with local, state or federal rules, regulations, laws, ordinances and statutes in the performance of this contract. Failure to do so may be deemed a material breach of contract and cause for immediate termination of the contract at the sole option of the County.

In the event of re-imposed Federal or State Petroleum Product Allocation Regulations or any similar petroleum product limiting legislations, the respondent(s) shall provide full support to the Okaloosa County Purchasing Department in application for maximum allowable allocation levels of motor gasoline/diesel fuels as may be applicable to end users qualifying under the classifications or providers to the public, Emergency and Sanitation Services.

The successful respondent(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of this or its rights, title or interest herein, or its power to execute such contract to any person, company or corporation without prior written consent of Okaloosa County.

The successful respondent(s) has the sole and exclusive responsibility for furnishing and delivery of the petroleum products in accordance with this contract. The successful respondents' obligations are non-transferable.

### Item 1: REGULAR UNLEADED GASOLINE / 10% MAXIMUM ETHANOL BLEND, 87 OCTANE

Gasoline, total ethanol content of gasoline shall not exceed ten percent (10%) by volume. Minimum Octane Rating: R+M/2=87. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process. Shall comply with Florida Department of Agriculture and Consumer Services standards 5f-2.001. Shall comply with State of Florida gasoline inspection laws. All transport deliveries to be adjusted to 60° F.

### Item 2: DYED DIESEL FUEL, GRADE NO. 2 ULTRA LOW SULFUR FUEL

1. Regular-grade dyed diesel fuel oil is intended for use in all automotive high-speed/medium speed engine applications. The dyed diesel fuel supplied under this specification shall be refined hydrocarbon distillate fuel oils. The feed stock from which the diesel fuel is refined shall be crude oils derived from petroleum, tar sands, oil shale, or mixtures thereof.
2. The finished dyed diesel fuel shall be visually free from un-dissolved water, sediment and suspended matter; and shall be clear and bright when tested in accordance with approved test method of ASTM D975- 04C E1, and shall not exceed 15 p.p.m. sulfur content.

3. The following antioxidants may be blended separately or in combination into the dyed diesel fuel to retard the formation of gum and other oxidation products.

- a. 2, 4-Dimethyl-6-tert-butylphenol
- b. 2, 6-Di-tert-butyl-4-methylphenol
- c. 2, 6-Di-tert-butylphenol
- d. 2, 6-Di-tert-butylphenol (75 weight percent minimum) and a mixture of tert-butylphenols and tri-tert-butylphenols (25 weight percent maximum)
- e. 2, 4-Di-tert-butylphenol (60 weight percent minimum) and mixed tert-butylphenols (40 weight percent maximum)

The total concentration of antioxidants shall not exceed 24 grams per cubic meter on an active ingredient basis.

4. Any one or any combination of the following cetane improvers may be added to the dyed diesel fuel to meet the cetane number requirements specified in table 1.

- a. Amyl nitrate
- b. Isopropyl nitrate
- c. Hexyl nitrate
- d. Cyclohexyl nitrate
- e. 2-Ethylhexyl nitrate
- f. Octyl nitrate

Concentration of the cetane improvers shall not exceed 0.5 weight percent.

5. Diesel fuel stabilizer additive may be blended into the dyed diesel fuel when additional protection against deterioration is required. These additives will perform the following functions: antioxidant, biocide, corrosion inhibitor, dispersant, and metal deactivator. Diesel fuel stabilizer additive is not intended for routine use in all diesel fuels, but should be used only in situations where a high degree of protection against deterioration is required. Typical applications are emergency stand-by units and small satellite fuel sites.

6. Must meet or exceed Federal Specification VV-F-800D dated October 27, 1987 and AMENDMENT 1 dated November 13, 1987. Fuel shall also meet requirements for low sulfur content in accordance with the Clean Air Act of 1990 and resulting administrative rulings.

The finished dyed diesel fuel shall conform to the requirements specified in **Table 1** below:



**Table 1**

<u>PRODUCT PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>TEST RESULTS</u>	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
GRAVITY API	D287	30	
FLASHPOINT °F	D93	125	
VISCOSITY CST@100F	D445	1.9	4.4
TOTAL SULPHUR WT%	D2622 OR D4294		0.05
CETANE NUMBER	D613	40	
CETANE INDEX	D976	40	
CARBON RESIDUE	D524		0.35
RAMSBOTTOM ON 10% BOTTOM ASH, WT%	D482		0.01

# GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

## **BONDING REQUIREMENTS**

**Performance Bond required.** Amount of performance bond will be for 1 month's value of the total contract. Approximate value of the contract is \$3 million dollars per year.

## **RESPONDENT'S INSURANCE**

1. The RESPONDENT shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the RESPONDENT.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

#### **WORKERS' COMPENSATION INSURANCE**

1. The RESPONDENT shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the RESPONDENT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The RESPONDENT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the RESPONDENT shall notify the County representative in writing. The RESPONDENT shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Respondent's Liability
  - 4.) Completed Operations and Products Liability

5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

**LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

**NOTICE OF CLAIMS OR LITIGATION**

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the RESPONDENT’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the RESPONDENT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, RESPONDENT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

**Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.**

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the RESPONDENT required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the RESPONDENT of any responsibility under this contract.

Should the RESPONDENT engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The RESPONDENT hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the RESPONDENT under all the foregoing policies of insurance.

#### **UMBRELLA INSURANCE**

The RESPONDENT shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

## GENERAL SERVICES SPECIAL BID CONDITIONS

1. **PROJECT DESCRIPTION** – The purpose and intent of this invitation to bid is to select a supplier to provide and deliver Gasoline and Dyed Diesel Fuels to the various locations for Okaloosa County Board of County Commissioners on an as needed basis, at a fixed fee/discount added to the Oil Price Information Service (OPIS) daily rack Pensacola, Florida Pad 1 Terminal cost per net gallon, for each product, during the contract period.
2. **PRE-BID ACTIVITY** -
  - A. **Non-Mandatory Pre-Bid Meeting** – A non-mandatory pre-bid meeting will be held at the Purchasing Office, 602-C North Pearl Street, Crestview, Florida on October 22, 2014 at 10:00 A.M. to provide an opportunity for respondents to discuss the bid.
  - B. **Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, any Commissioners, or County staff, and Review Committee, or any other person authorized on behalf of the County related or involved with the solicitation. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department  
602 C North Pearl Street  
Crestview, FL 32536  
Email: [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)  
(850)689-5960

All questions or inquiries must be received no later than seven (7) calendar days prior to the bid closing date. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective bidders by posting to the Florida Online Bid System (Florida Purchasing Group). To access the Florida Online Bid System go to: [www.floridabidsystem.com](http://www.floridabidsystem.com).

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

3. **PREPARATION OF BID** – The bid form is included with the bidding documents. Additional copies may be obtained from the County. The respondent shall submit an original and two (2) copies of the bid form.

All blanks on the bid form shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the

words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amount shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids.

A bid by corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid by an individual shall show the respondent's name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. Respondent shall state contractor license # for the State of Florida shall also be shown on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid Sheet provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid Sheet if sufficient space is not available on the original form for the respondent to enter a complete response. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's proposal response and presented in the form of an addendum to the original bid documents.
5. **SUBMITTAL OF BID** - A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents.

**Note: Crestview is not a next day delivery site for overnight carriers.**

6. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be notified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security will be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **BID OPENING INFORMATION** – Bids will be opened at the time and place indicated in the advertisement or invitation to bid and unless obviously non-responsive, read aloud publicly. It is the respondent's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

**Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.**

8. **BID TABULATION SHEET** – Any respondent interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.
9. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
10. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

11. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and will normally reject those bids which make it impossible to determine the true amount of the bid.
12. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.



13. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.
14. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with contract specifications.
15. **APPLICABLE LAWS & REGULATIONS** – The respondent’s attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
16. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
  - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
  - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
  - D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - F. Default under previous contract.
  - G. Listing of the respondent by the Federal Government on its barred/suspended vendor list.
17. **AWARD OF CONTRACT** -
  - A. **Okaloosa County Review** - All respondents should be advised that Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
  - B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County

shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

**818. PAYMENTS** – The respondent shall be paid upon submission of invoices to Okaloosa County Fleet Operations, 2798 Goodwin Avenue, Crestview, FL 32539. The prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

**1919. DISCRIMINATION** -An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**20. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**21. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note:** For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

**22. LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference

offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

23. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
24. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
25. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

26. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

**Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.**

27. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
28. **COMPLIANCE WITH FLORIDA STATUTE 119.071** - The RESPONDENT shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the RESPONDENT: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all

requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

29. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

30. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - Owner may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Owner may determine, or to terminate all or a portion of the Contract for Owner’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Owner orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
31. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent or respondent after award of bid, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the bid list for duration of one year, at the option of County officials.
32. **AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.
33. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
34. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

35. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

36. **The following documents are to be submitted with the bid packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Local Preference Data Sheet
- H. Company Data
- I. Addendum Acknowledgement
- J. Bid Sheet

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: October 27, 2014

COMPANY: Mansfield Oil Company

ADDRESS: 1025 Airport Parkway SW  
Gainesville, GA 30501

PHONE NO.: (800) 255-6699

SIGNATURE: 

NAME: David Zarfoss  
(Typed or Printed)

TITLE: Director of Government Pricing

E-MAIL: mocbids@mansfieldoil.com

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.


YES \_\_\_\_\_

NO   X  

**NAME(S)**

**POSITION(S)**

NAME(S)	POSITION(S)

FIRM NAME: Mansfield Oil Company  
BY (PRINTED): David Zarfoss  
BY (SIGNATURE):   
TITLE: Director of Government Pricing  
ADDRESS: 1025 Airport Parkway SW  
Gainesville, GA 30501  
PHONE NO. (800) 255-6699  
E-MAIL mocbids@mansfieldoil.com  
DATE October 27, 2014

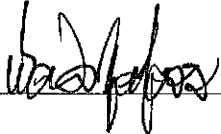
**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: October 27, 2014

SIGNATURE: 

COMPANY: Mansfield Oil Company

NAME: David Zarfoss

ADDRESS: 1025 Airport Parkway SW  
Gainesville, GA 30501

TITLE: Director of Government Pricing

E-MAIL: mocbids@mansfieldoil.com

PHONE NO.: (800) 255-6699



**NO CONTACT CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

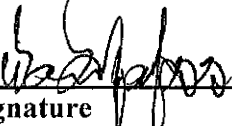
The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents/proposers and members of the Board of County Commissioners the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.**

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Mansfield Oil Company  
Signature Company Name

On this 27th day of October, 2014 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

**\*\*\*NOT APPLICABLE\*\*\***

**RECYCLED CONTENT FORM**

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

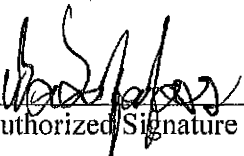
Name of Respondent: Mansfield Oil Company

E-Mail: mocbids@mansfieldoil.com

**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Mansfield Oil Company  
Bidder's Company Name  
1025 Airport Parkway SW  
Gainesville, GA 30501  
Physical Address  
1025 Airport Parkway SW  
Gainesville, GA 30501  
Mailing Address  
  
(800) 255-6699  
Phone Number  
  
Cellular Number

  
Authorized Signature – Manual  
David Zarfoss  
Authorized Signature – Typed  
Director of Government Pricing  
Title  
(678) 450-2242  
FAX Number  
(800) 255-6699  
After-Hours Number(s)  
October 27, 2014  
Date

**LOCAL PREFERENCE DATA SHEET**

**Refer to Special Bid Condition**

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

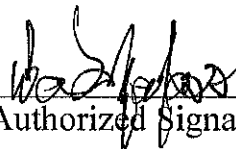
YES \_\_\_\_\_

NO   X   \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mansfield Oil Company  
Bidder's Company Name

  
Authorized Signature – Manual

David Zarfoss  
Authorized Signature – Typed

**COMPANY DATA**

Physical Address & Phone #:

1025 Airport Parkway SW

Gainesville, GA 30501

(800) 255-6699

Proposer's Company Name:

Mansfield Oil Company of Gainesville, Inc

Physical Address:

1025 Airport Parkway SW

Gainesville, GA 30501

Contact Person (Typed-Printed):

David Zarfoss

Phone #:

(800) 255-6699

Cell #:

Federal ID or SS #:

58-1091383

Proposer's License #:

No. 53586

Fax #:

(678) 450-2242

Emergency #'s After Hours,  
Weekends & Holidays:

(800) 255-6699

**ADDENDUM ACKNOWLEDGEMENT**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b>ADDENDUM NO.</b>	<b>DATE</b>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**BID SHEET**

BID ITEM NO.	FUEL TYPE	ESTIMATED ANNUAL GALLONS	FIXED MARKUP OR DISCOUNT/GAL TO OPIS DAILY RACK PENSACOLA <i>TRANSPORT DELIVERY</i>	FIXED MARKUP OR DISCOUNT/GAL TO OPIS DAILY RACK PENSACOLA <i>TANK WAGON DELIVERY</i>
1	REGULAR UNLEADED GASOLINE, 10% ETHANOL 87 OCTANE	442,800	\$-0.0274	No Bid
2	DYED DIESEL FUEL GRADE #2 ULTRA LOW SULFUR	504,000	\$+0.0110	No Bid

MINIMUM ORDER – TRANSPORT DELIVERY: 6,000 Gallons  
 MINIMUM ORDER – TANK WAGON DELIVERY: 500 Gallons

MAY ORDERS BE SPLIT BETWEEN LOCATIONS FOR TRANSPORT ORDERS? X YES \_\_\_ NO

WHAT IS THE MAXIMUM NUMBER OF SITES THAT CAN BE SPLIT FOR TRANSPORT ORDERS? 4

IS THERE A CHARGE FOR SPLIT TRANSPORT ORDERS BETWEEN LOCATIONS? X YES \_\_\_ NO.

WHAT IS THE CHARGE PER SPLIT BEYOND ONE SITE? \$45.00

IS THERE A CHARGE FOR SPLIT TRANSPORT ORDERS TO THE SAME LOCATION? (ORDER DYED DIESEL & GASOLINE FOR THE SAME LOCATION TO MEET THE MINIMUM ORDER) \_\_\_ YES X NO.

WHAT IS THE CHARGE FOR A SPLIT ORDER TO THE SAME LOCATION? \_\_\_\_\_

RESPONDENT EMERGENCY CONTACT NAME & PHONE NUMBER: Alexi Russell, 678-207-4751

TOLL FREE NUMBER FOR ORDERING: (800) 255-6699



Employment Eligibility Verification

My Cases  
has 5 Active

My Profile  
has 12059

Last Login  
04/21 PM - 06/04/2014 Log Out



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- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

### Company Information

**Company Name:** Mansfield Oil Co of Gainesville, Inc

**Company ID Number:** 292705

**Doing Business As (DBA) Name:**

**DUNS Number:**

**Physical Location:**

**Address 1:** 1025 Airport Parkway, SW

**Address 2:**

**City:** Gainesville

**State:** GA

**Zip Code:** 30501

**County:** HALL

[View / Edit](#)

#### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

#### Additional Information:

**Employer Identification Number:** 581091383

**Total Number of Employees:** 500 to 999

**Parent Organization:** Mansfield Oil Co of Gainesville, Inc

**Administrator:**

#### Organization Designation:

**Employer Category:** Federal Contractor with FAR E-Verify Clause

**Federal Contractor Category:** State or Local Government

**Employees being verified:** Employees assigned to a covered Federal contract and new hires throughout the organization

**NAICS Code:** 424 - MERCHANT WHOLESALERS, NONDURABLE GOODS

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**Total Hiring Sites:** 4

[View / Edit](#)

**Total Points of Contact:** 3

[View / Edit](#)





# E-Verify

Employment Eligibility Verification



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Search Cases	User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On	
My Profile Edit Profile	AMAH5160	Manfield Oil Co of Eganville, Inc	Program Administrator	Mahone	Alanna	07/29/2014 02:50 PM	Change Password	N	N	<a href="#">Delete</a>
Change Password	MAH02058	Manfield Oil Co of Eganville, Inc	Program Administrator	Whited	Jim	07/02/2014 12:44 PM	Current	N	Y	<a href="#">Delete</a>
My Company Edit Company Profile	LEUB1291	Manfield Oil Co of Eganville, Inc	General User	Futonko	Lori	04/21/2014 09:44 AM	Current	N	Y	<a href="#">Delete</a>

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**Mansfield**

Local Service, Nationwide.

# **Mansfield Oil Company**

Emergency Plan 2014

## I. Assumptions

Given that this plan is for natural disasters, and the scope of its affect is impossible to predict, Mansfield must make certain assumptions and caveats to any relief plan put into action. Mansfield will make every possible effort to maintain service levels at locations after a hurricane has passed, while working with regulatory authorities and under any executive order that has been issued. For planning purposes, the following assumptions must be made:

- Fuel is readily available from terminals suppliers that we would normally use to pull fuel. Mansfield is authorized to pull at nearly every major terminal off of every major supplier. If providers have to travel non-standard distances to procure fuel, capabilities to fueling locations will be reduced.
- FEMA and state disaster agencies have not taken control of a Mansfield provider's capacity.
- Providers are able to reposition drivers and equipment in a timely manner in the aftermath of the natural disaster.

Given the increased demand for supply before and after hurricanes, capacity is extremely finite. If any of the above assumptions are not met, capacity to fulfill customer needs will further be diminished. With this in mind, Mansfield will do everything possible to make sure that locations are fueled.

## II. Procedure

Currently, Mansfield uses a number of resources to monitor the progress of tropical storms throughout the season. As Mansfield monitors storm activity the following statuses will be used by our operational staff to prepare for hurricane related issues:

- **Status green**- no imminent threats present; normal operations.
- **Status orange**- threats of storms or presence of storms indicated with expected landfall 5-7 days out.
- **Status red**- storm expected to make landfall within 3 days or less, or hurricane has already impacted certain regions. Group Supervisors will meet daily with the Disaster Response Team to asses supply, carrier availability and other operational concerns.

Depending on the type of fueling location and the perceived impact of the event, the following procedures will be used during status orange and status red scenarios:

### Bulk Locations

- Mansfield works with all bulk sites in the projected strike region. Mansfield will either look at inventory readings or call sites in the area to schedule loads before the storm arrives to top site tanks off.
- Top-off deliveries will consist of short loads and full loads. It is better to pay for a short load of fuel and top off because fuel and resource availability after an event are unknown.
- Mansfield constantly interacts with carriers to monitor delivery schedules in order to meet all location needs. If for some reason loads cannot be delivered before the storm

strikes, these loads are first out once terminals and carriers commence operations after the storm passes.

#### Mobile Locations Currently Being Fueled

- Mansfield interacts with providers to get providers' plans for the storm. Estimated operability is assessed and communicated to Mansfield customers.
- Sites will remain on same delivery schedule.
- Three days before the storm makes landfall, Mansfield would request a conference call with corporate and sites that are in the projected strike area. Conference calls will be used to confirm information provided to Mansfield and to gather additional needed contact information.
- Mansfield will use information provided from the call to interact with mobile providers to begin post storm planning.
- Other contracted mobile refuelers that might be moving equipment into the region- Mansfield will use the information from the conference call to try and get service commitments before the storm strikes. In some cases, Mansfield will ask corporate if it wishes to purchase capacity understanding it will have a cost even if it goes unused.
- After the storm has passed, Mansfield will attempt to contact appropriate personnel at sites to ascertain fueling needs.
- If a Mansfield contracted mobile provider cannot service these locations, Mansfield will try to reach out to non-contracted providers. If Mansfield is able to locate a non-contracted provider, Mansfield will have the provider contact and bill the location directly.

### **III. Mansfield Recommendations**

Given the expected severity of the storm, Mansfield will poll all contracted providers in the area to ascertain feasibility of the plan to deal with the storm. Mansfield has evaluated similar events in recent years and, based on our experiences, would make the following recommendations:

- Top off all vehicles at site locations before parking them for the storm. This will benefit sites by having all vehicles fueled and tanks at maximum capacity to facilitate additional time before needing to be refueled.
- Review and distribute all internal emergency contact information. This list should include local and corporate contact information. Where possible, this list should also include individual cell numbers of local operations personnel for use when land lines are unavailable. A list of Mansfield personnel and their contact information is listed on the last page of this document.
- Prior to hurricane season, we recommend that all sites in hurricane areas should purchase water tight seal caps for all tanks.

### **IV. Hurricane Action Timelines**

Below are the suggested action timelines:

### **96 Hours Prior to Expected Landfall- Status Orange**

Mansfield to update Corporate of anticipated landfall location.

Non-Inventory Management sites in projected storm path should evaluate inventory levels and order full or part loads to ensure tanks are topped off.

### **72 Hours Prior to Expected Landfall- Status Red**

Mansfield to update Corporate of anticipated landfall location.

Mansfield will monitor sites on Inventory Management and schedule deliveries to ensure tanks are topped off.

Non-Inventory Management sites in projected storm path will continue to monitor inventory levels and order as appropriate to ensure tanks are topped off prior to hurricane. Non-Inventory Management sites should place orders for any loads needed prior to hurricane.

Conference call with Mansfield, Corporate, and sites in the anticipated affected region to discuss operational details.

### **48 Hours Prior to Expected Landfall- Status Red**

Mansfield to update Corporate of anticipated landfall location.

Mansfield will schedule final deliveries prior to landfall for Inventory Management sites.

Sites in affected area should begin fueling at retail locations if possible so that their bulk tanks are full after the storm has passed.

Mansfield will coordinate with Corporate and individual sites to establish priority list of sites for receiving deliveries after hurricane makes landfall.

### **24 Hours Prior to Expected Landfall-Status Red**

Mansfield to update Corporate of anticipated landfall location.

Terminals in affected region will begin to shut down. Carriers may begin to move assets out of project hurricane path.

Final deliveries will be made to sites as conditions permit and if possible given terminal and carrier storm preparation / evacuation plans.

Sites should place water-tight caps on product fill pipes to reduce chance of water entering tanks.

### **12 Hours Prior to Expected Landfall- Status Red**

Most terminals in region will likely be shut down and carriers will begin to pull equipment off road as safety precautions.

Deliveries will most likely not be possible until after hurricane has passed.

### **0 Hour – Landfall- Status Red**

No delivery activity

Mansfield will be in contact with carriers and terminals in effected area to evaluate damage and time until assets are back on-line and operational.

### **12 Hours after Landfall- Status Red**

Mansfield will coordinate with Corporate to assess the site damages in affected area and verify the priority list for first deliveries.

Mansfield will notify Corporate of the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply & deliveries will return to normal.

Mansfield will attempt to make contact with sites in affected area in order to assess operational status and fuel delivery needs.

Mansfield will schedule deliveries to highest priority sites. Deliveries may be scheduled from non-traditional origins if terminals/carriers in region are not operable.

### **24 Hours after Landfall- Status Red**

Mansfield will notify Corporate of the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply & deliveries will return to normal.

Mansfield will continue to attempt to contact sites in the affected area and schedule deliveries on priority basis in accordance to safety considerations and any applicable local, state, or federal mandates.

Mansfield will inform the site and Corporate if there are issues prohibiting delivery to any locations.

Sites placing orders should do so at least 48 hours in advance, rather than the standard 24 hours in advance.

Mansfield will schedule deliveries to highest priority sites. Deliveries may be scheduled from non-traditional origins if terminals/carriers in region are not operable.

#### **48 Hours after Landfall-Status Red**

Mansfield will update Corporate on a conference call as to the operational status of terminals and carriers in the affected region, any anticipated disruptions to deliveries, and anticipated time lines until supply and deliveries will return to normal.

Mansfield will notify Corporate of any sites with whom Mansfield has **NOT** been able to make contact. This includes Inventory Management locations that no longer have readings coming in.

Mansfield and Corporate will re-evaluate the delivery priority list if disruptions to supply remain significant in the affected region.

Deliveries will be scheduled as needed in accordance to safety considerations and any applicable local, state, or federal mandates.

Mansfield will inform the site and Corporate if there are issues prohibiting delivery to any locations.

#### **72 Hours after Landfall-Status Red**

Mansfield will update Corporate on a conference call as to the operational status of terminals and carriers in the affected region and if disruptions to deliveries in the area continue.

Sites should continue to place orders 48 hours in advance.

Mansfield will inform Corporate of status of scheduled deliveries, and evaluate the established priority list.

Deliveries will be scheduled as needed in accordance to safety considerations and any applicable local, state, or federal mandates.

Mansfield will inform the sites and Corporate if there are issues prohibiting delivery to any locations.

Mansfield will schedule deliveries to highest priority sites. Deliveries may be scheduled from non-traditional origins if terminals/carriers in region are not operable.

Mansfield pledges to do everything possible to facilitate the fueling of locations during disaster times.

### **96 Hours + After Landfall- Status Orange**

Mansfield will update Corporate of overall status of operations and delivery options in affected areas.

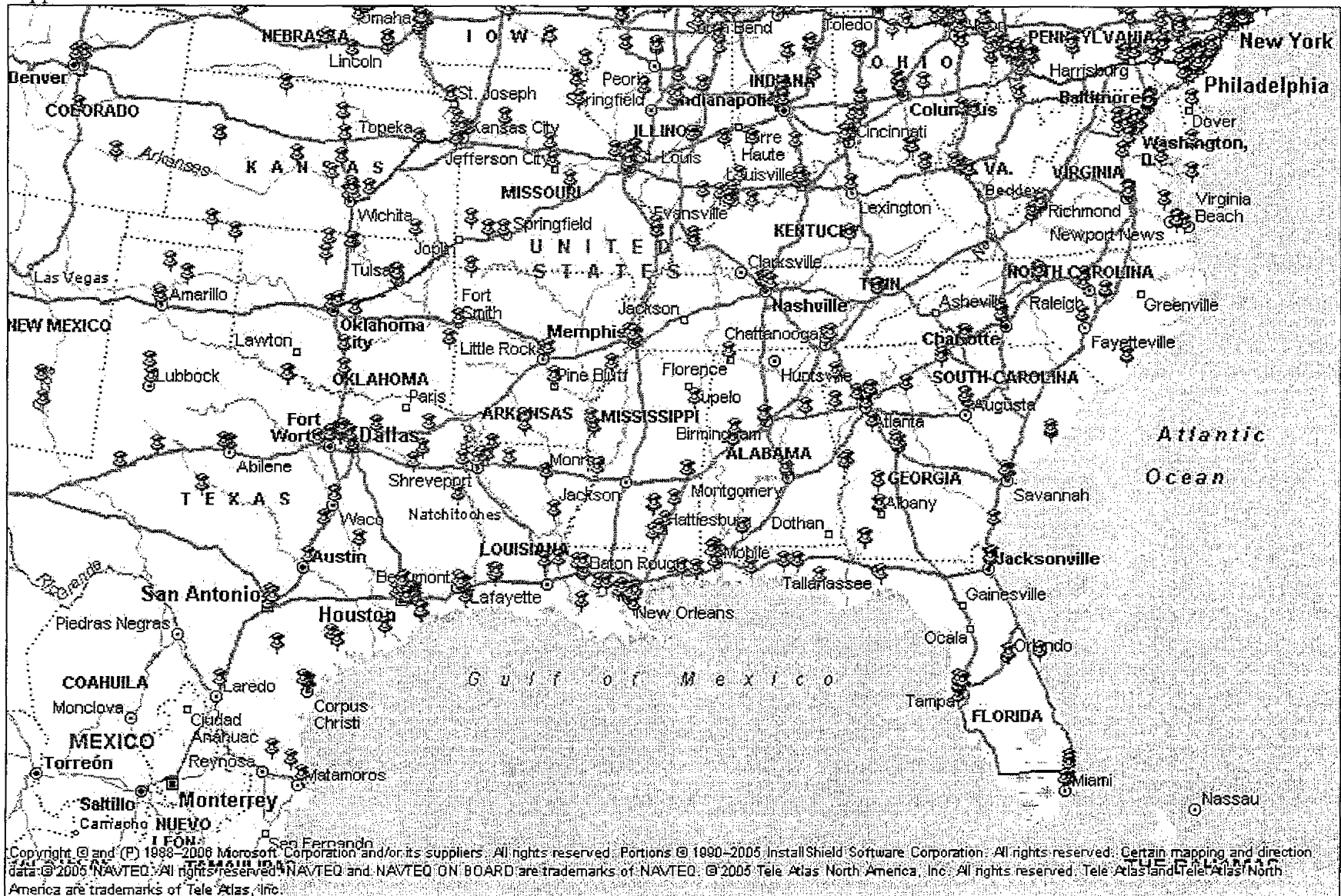
Mansfield will co-ordinate with Corporate as to non-typical operational processes that will need to continue.

Delivery schedules will revert to normal as quickly as possible.

Mansfield pledges to do everything possible to facilitate the fueling of locations during disaster times.



VI. Terminal Access Each pushpin represents a terminal. At any of these terminals, Mansfield has access to between one and four suppliers.





**ORIGINAL**

October 24, 2014

Okaloosa County  
Conference & Training Room # 305  
302 N. Wilson Street  
Crestview, FL 32536

Dear Ms. Shea:

Mansfield Oil Company appreciates the opportunity to participate in your current bid: 03-15/Fuels: Gasoline & Diesel. The differentials quoted are plus or minus the Gross OPIS Daily Average for Pensacola, FL and/or Fixed Pricing as indicated in the bid documents.

Pricing is based on NET 30 terms as indicated in the bid documents. Normal delivery after receipt of order is within 24 hours.

Should you have any questions, feel free to call Vinson Royal at 1-800-255-6699, Ext. 2055.

Again, thank you for the opportunity to respond to your invitation to bid.

Best Regards,

David Zarfoss  
Director of Government Pricing



## INFORMATION ABOUT MANSFIELD OIL COMPANY

Mansfield Oil is a national fuel supply, distribution and logistics company focused on improving efficiencies in the downstream petroleum supply chain. We help our customers optimize and control fuel-related costs with local service, nationwide. We offer secure and reliable fuel supply from over 900 supply points in 49 states and Canada. Our service offering includes most varieties of fuel (diesel/gas/biofuel/ethanol/CNG), credit card/fleet card transaction processing, DEF supply and logistics, fuel and DEF systems design, environmental compliance, ERP integration, tax exempt transaction processing, and fuel systems (tank) monitoring. Mansfield's corporate headquarters is located in Gainesville, GA with six regional service centers located in Loma Linda, CA, Chicago, IL, Denver, CO, Detroit, MI, Houston, TX and Calgary, AB and 4 alternative fuel centers in Bloomington, MN, Sioux Center, IA, Charlottesville, VA and Ontario, CA .

We develop our own information technology systems and utilize third party integration tools to facilitate the unimpeded flow of information between our suppliers, carriers, ourselves and our customers. Mansfield's unique and industry leading electronic interface continues to make our customer's daily operations more manageable and measureable, key components of successful operations. We own and manage a fleet of 55 transport trucks in Atlanta, GA, N. Augusta, SC, Charlotte, NC, Chicago, IL and Orlando, FL from our office which gives us valuable insight into the trends and dynamics of our transportation partners.

Mansfield Oil maintains market strength through optimization of volume, financial strength, and successful relationships with our customers. Currently Mansfield Oil is 41st ranked in the Top 50 Forbes List of Privately Held Companies, was a multiple finalist in the 2010, 2011 and 2012 Platts Global Energy Awards, and is rated 5A2 with Dun and Bradstreet indicating significant financial strength and credit worthiness. Mansfield has achieved double digit growth for the past three decades with revenues of \$8.0 billion in 2013.

Some of Mansfield's current government customers include:

- **Federal** - AAFES, NAVY, DESC/DLA, AMTRAK
- **States/DOT** - Georgia, New York, North Carolina, Pennsylvania, West Virginia
- **County** - Hillsborough, FL, Henrico County Coop, VA (3 counties), Dallas, TX, Salt Lake, UT
- **City** - Philadelphia, PA, Jacksonville, FL, Chesapeake, VA, Cleveland, OH
- **Transit Agencies** - KCATA (Kansas City, MO), CTA (Chicago, IL), Denver RTD, WMATA (Washington, D.C.)

Some of Mansfield's commercial customers include:

- National, regional and local truck load and less than truck load carriers
- Distribution centers for various retailers and wholesalers
- Most major package delivery companies
- Aggregate companies

Client#: 78626

14MANSFIELD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: J. Smith Lanier & Co.-Atlanta
INSURED: Mansfield Oil Company of Gainesville, Inc.
CONTACT NAME, PHONE, FAX, ADDRESS
INSURER(S) AFFORDING COVERAGE: Nationwide Agribusiness Ins. Co, Ironshore Specialty Insurance C, Allied World Assurance Companie, Endurance American Insurance

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Pollution, and Excess Umbrella.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: For Insurance Verification Only
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.