

ORIGINAL

COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.
FOR SUPPLY AND DELIVERY OF FUEL-RELATED SERVICES

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency), issued a Request for Proposal (RFP) Number 121522 for Supply and Delivery of Fuel-Related Services by posting the solicitation on at least (6) websites, to include the Agency's website, and by advertising in at least four (4) newspapers of general circulation at least ten (10) days before the bid or proposal was due.

C. On January 25, 2023, based on the results of the competitive process, Agency awarded a contract with Mansfield Oil Company of Gainesville, Inc. (Contractor), and executed the RFP Number 121522 for Supply and Delivery of Fuel-Related Services with Contractor, identified as Sourcewell RFP Number 121522-MNF, cumulatively referred to as the "Agency Agreement", attached as Exhibit 1; and

D. On January 4, 2023, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Contractor has agreed to provide to City the same pricing offered to Agency for the procurement of Supply and Delivery of Fuel-Related Services consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through February 10, 2025, with up to three (3) additional one-year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Mansfield Oil Company of Gainesville Inc., or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Department of Purchasing and Contracting is the Contract Administrator for the purposes of this Contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Division as follows:

Purchasing and Contracting
Attention: Oscar Garcia
1200 3rd Avenue – Suite 200
San Diego, CA 92101
olgarcia@sandiego.gov
(619) 236-6351

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department
Attn: Oscar Garcia
1200 3rd Avenue – Suite 200
San Diego, CA 92101
olgarcia@sandiego.gov
(619) 236-6351

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$88,000,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits; the Sourcewell Solicitation Number 121522; the Mansfield Oil of Gainesville Inc. Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance; and the Agency Agreement (all of which include current pricing information and any pricing sheets, to the Agency Agreement), which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This Contract
- 2nd Agency Contract and any properly executed written amendment(s) to the Agency Contract
- 3rd Mansfield Oil of Gainesville Inc.'s Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance
- 4th Agency's Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

VI. CITY'S ADDITIONAL TERMS

1. Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. ADA Certification. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language:

4. Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment and other sanctions.

10. Purchases under this Contract shall comply with all applicable laws and regulations, including the City's Transparent and Responsible Use of Surveillance Technology Ordinance requirements set forth in SDMC section 210.0101 et. seq.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

MANSFIELD OIL OF GAINESVILLE INC.

By: Dan Luther

Name: Dan Luther

Title: VP, Government Sales

Date: 02/15/2024

THE CITY OF SAN DIEGO

By: Alia Khouri
Deputy Chief Operating Officer
General Services Branch

Name: _____

Title: Deputy Chief Operating Officer

Date: 4/22/24

Approved as to form this 22 day of April, 2024.

MARA W. ELLIOTT, City Attorney

By: [Signature]

Deputy City Attorney

Print Name: MARK M. MADA

EXHIBIT 1: AGENCY AGREEMENT



Solicitation Number: RFP #121522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mansfield Oil Company of Gainesville, Inc., 1025 Airport Parkway SW, Gainesville, GA 30501-6813 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fuel Delivery with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Unless agreed to by the Participating Entities in advance, Products must be delivered to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the Supplier. Any warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the removal of Equipment and Products that arrive in a non-conforming or defective condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers non-conforming, substandard, defective, or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating

Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and

requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the administrative fee calculated as stated in the Proposal on the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attri: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the

Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcwell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Transportation Pollution Liability Insurance.* During the term of this Contract, Supplier will maintain transportation pollution liability insurance, with coverage for loading and unloading, and endorsement of form MCS-90.

Minimum Limits:

\$1,000,000

5. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

121522-MNF

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

121522-MNF

Sourcewell

Mansfield Oil Company of Gainesville, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/1/2023 | 5:03 PM CST

DocuSigned by:
Dan Luther
By: 6F3154F0FE964FC...
Dan Luther
Title: Vice President of Government Sales
Date: 2/1/2023 | 11:58 AM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 2/1/2023 | 5:42 PM CST

RFP 121522 - Fuel Delivery with Related Services

Vendor Details

Company Name: Mansfield Oil of Gainesville

Does your company conduct
business under any other name? If
yes, please state: N/a

Address: 1025 Airport Pkwy
Gainesville, GA 30501

Contact: Dan Luther

Email: mocbids@mansfieldoil.com

Phone: 800-695-6626

Fax: 800-695-6626

HST#: 581091383

Submission Details

Created On: Thursday November 10, 2022 12:27:14

Submitted On: Thursday December 15, 2022 15:15:44

Submitted By: Dan Luther

Email: mocbids@mansfieldoil.com

Transaction #: 1b7b1e82-9629-451c-8a39-97f12aedc6b5

Submitter's IP Address: 99.131.40.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response*
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mansfield Oil Company of Gainesville, Inc. Mansfield of Canada ULC information provided separately. See Documents.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal and, if applicable, supply the US DOT number of each such subsidiary.	No subsidiary entities of the Proposer are included with this Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mansfield does not have any assumed names or DBA names to identify.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	2Y744
5	Proposer Physical Address:	1025 Airport Parkway SW Gainesville, GA 30501-6813
6	Proposer website address (or addresses):	https://mansfield.energy/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Peck Business Development Manager II 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: mpeck@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2146 Tom DeFeo Strategic Account Executive III 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: tdefeo@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2125

Table 2: Company Information and Financial Strength

Line Item	Question	Response*
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>MANSFIELD HISTORY, STRUCTURE, AND CULTURE For over 65 years, Mansfield has provided North America's leading organizations world-class support and solutions across the energy supply chain. As North America's largest delivered fuel supplier, Mansfield delivers 3 billion gallons annually to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada.</p> <p>The company's customer portfolio includes some of the largest transportation fleets in the world consisting of leading commercial companies and Federal, State, and Local government entities. Customers benefit from Mansfield's supply and distribution network, its transactional management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program.</p> <p>Mansfield is a private family-owned company with a staff of over 850 employees throughout its 11 office locations in North America including a dedicated Canadian office in Calgary, AB. Customers benefit from a committed staff focusing on the company mission to Build Relationships That Matter. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees. To that end, Mansfield is committed to inclusivity and diversity in its ordinary course of business. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which we operate.</p> <p>Mansfield believes that regular communication, transparency, and performance measurement foster any business relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Beyond a sales team and customer management team, as further outlined in this response, Mansfield offers its customers a 24-hour service line to address after hours concerns. Customer needs are identified and escalated to the correct key staff member to ensure a solution is developed as efficiently as possible.</p> <p>Given Mansfield's long-standing history of supplying government entities and first responders, the company understands the importance of supply security. Mansfield maintains a broad portfolio of fuel procurement optionality to ensure reliable supply and competitive pricing in every market. Additionally, through the company's proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains relationships with multiple carrier partners in all major markets. Mansfield has developed and managed emergency preparedness plans for customers nationwide; the firm's standard Business Continuity Plan document – a copy of which is provided with this submission – illustrates the thoroughness with which Mansfield approaches an impending event.</p> <p>The company also takes cost and complexity out of the fuel supply chain by focusing and investing in technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. This platform provides access into every aspect of a customer's fueling program. From online ordering to invoice reporting, customers have dashboard access to virtually every component of a best-in-class fuel management platform.</p> <p>MANSFIELD CORE PRINCIPLES Every day, employees act in accordance with the company's six core principles: Conscientiousness – holding ourselves accountable to all customers, vendors, and co-workers alike; Excellence – persistently seeking new ways to improve personally, as a team and as an organization; Innovation – embracing new ideas and welcoming new opportunities; Integrity – acting with transparency and integrity; Personal Service – exemplifying the meaning of high-touch, passionate, personal service; and Teamwork – the sum of employees collaborative energy is greater than that of any individual effort. These Core Principles guide employees in service of Mansfield's customers.</p>
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11	What are your company's expectations in the event of an award?	<p>Mansfield is excited at the prospect of this new Fuel Delivery with Related Services contract given the tremendous opportunity to work with Sourcewell and its participating agencies to offer a cost competitive option to optimize agency fuel management programs. For many participating agencies, fuel is their largest spend and a critical part of operations; accordingly, it's exciting to soon have a contract that addresses that need. It's important to have a trusted vendor who can follow through and, if awarded, Mansfield is committed to ensuring that agencies realize the overall benefit of the Sourcewell contract.</p> <p>The Mansfield Team will work diligently to foster long-lasting, successful and beneficial relationships with all Sourcewell participating entities. Our Strategy is to Simplify the North American Energy Supply Chain on behalf of our customers. We organize the industry's manufacturing, logistics, storage and technology assets in ways that solve problems, create reliability and add confidence to our customers' procurement processes. Through reliable, cost-effective supply and delivery of fuel coupled with actionable insights Mansfield can support Sourcewell participating agencies and the communities in which they operate.</p> <p>Mansfield appreciates the opportunity to potentially build new relationships with Sourcewell and participating agencies to optimize and foster their fuel management programs. Mansfield would make the Sourcewell contract a focal point of its Government sales efforts by marketing the contract to prospective agencies and highlighting the contract in sales calls as a primary tool for fuel delivery solutions. For over 40 years Mansfield has been a trusted supplier to government agencies across North America and looks forward to supporting new agencies as a potential provider under this contract.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a Forbes Top 50 US Private Company, Mansfield is a financially stable and secure US company incorporated in Georgia. Mansfield purchases nearly 3 billion gallons of fuel per year from major US and Canadian fuel refiners and marketers who can attest to Mansfield's creditworthiness and financial durability. Attached in the Documents section are multiple years of financial statements from Mansfield's Parent Company (marked confidential since Mansfield is a private company) and a banking and business/trade references sheet.
13	What is your US market share for the solutions that you are proposing?	The U.S. Energy Information Administration estimates the total diesel market in the U.S. at roughly 60 billion gallons per year of which Mansfield is just over 3%. The Energy Information Administration estimates U.S. motor gasoline to be roughly 135 billion gallons per year of which Mansfield is under 1%.
14	What is your Canadian market share for the solutions that you are proposing?	Mansfield's Canadian market share is under 1%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Mansfield Oil Company of Gainesville, Inc. or Mansfield of Canada ULC have petitioned for bankruptcy protection.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Mansfield is a licensed and bonded distributor of bulk motor fuels and related services in all 50 US States and 10 Canadian Provinces. Mansfield carries a robust insurance policy that exceeds industry standards for insurance coverage.</p> <p>Any Mansfield subcontractor used for fuel delivery is also fully licensed in each state in which the subcontractor operates and carries the proper insurance to meet industry standards.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment information is applicable to Mansfield over the last 10 years.

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State/Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Various Government Entities	Government	California - CA	Supply and Delivery of Gas and Diesel Nationwide	500g - 8,500g Deliveries	\$406,623,852
Various Government Entities	Government	Louisiana - LA	Supply and Delivery of Gas and Diesel, as well as Fleet Cards	500g - 8,500g Deliveries	\$223,815,156
Various Government Entities	Government	South Carolina - SC	Supply and Delivery of Gas, Diesel, and Fuel Systems & Services, as well as Fleet Cards	500g - 8,500g Deliveries	\$208,714,935
Various Government Entities	Government	Illinois - IL	Supply and Delivery of Gas and Diesel, as well as Risk Management	500g - 8,500g Deliveries	\$192,718,269
Various Government Entities	Government	Virginia - VA	Supply and Delivery of Gas, Diesel, and DEF, as well as Fleet Cards	500g - 8,500g Deliveries	\$140,730,975

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Mansfield is a Forbes Top 50 Private Company.</p> <p>Mansfield has also received various designations and ratings from some of the company's largest customers. This includes being awarded the Silver Alliance Supplier Award from Vulcan Materials and a Gold designated supplier by FedEx.</p> <p>Additionally, Mansfield's CIO was named the Georgia CIO of the Year for Large Enterprises by the Atlanta Business Chronicle in 2021.</p>
19	What percentage of your sales are to the governmental sector in the past three years	Government sector sales account for 13.3% of Mansfield's fuel sales over the past three years.
20	What percentage of your sales are to the education sector in the past three years	Mansfield does not break out education sector sales in its revenue data.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Mansfield holds multiple national, state, and local cooperative purchasing contracts. Total sales volume for these contracts over the next year is estimated to be in excess of \$265,000,000.</p> <p>Other national cooperative contracts include OMNIA and National Cooperative Purchasing Alliance (NCPA). State cooperative contracts include the Commonwealth of Virginia, State of South Carolina, State of North Dakota, State of North Carolina, State of Louisiana, and the State of Georgia among others. Local and/or regional cooperative contracts include the Metropolitan Washington Council of Governments, City of Plano TX, and City of Memphis among others.</p> <p>Mansfield considers specific reporting data for this contract as proprietary.</p>
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mansfield does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Chicago Transit Authority	Molly Cate	312-664-7200
Denver RTD	Amelia Thompson	303-299-6411
Miami-Dade County School Board	Miranda James	305-995-1621

<p>25</p>	<p>Sales force.</p>	<p>Sourcewell and participating entities can feel confident they are partnering with North America's largest delivered fuel supplier and agency fueling needs will be managed and guided by reliable and experienced industry professionals who are focused on building successful relationships between agency organizations and Mansfield.</p> <p>Mansfield's total sales force is comprised of over 60 knowledgeable professionals spread over the Enterprise Sales team – which focuses on term contracts and Mansfield's full suite of fuel management solutions – and a Spot Sales team focused on those customer's interested in shorter term deals. In addition to these sales teams, Mansfield also has Product Line Managers who support our customers and sales team across Mansfield's varying degrees of fuel management related-services product offerings as further detailed below.</p> <p>The Government Sales team is part of the broader Enterprise Sales group and is specifically dedicated to Federal, State, Local, and Educational sales and account management. This team would be responsible for managing the contract with Sourcewell and any participating agencies. The Government Sales and Account Management teams are regionally focused with expertise in the fuel markets they manage; accordingly, the entire team may support participating agencies under this contract. However, Mansfield would dedicate a lead salesperson – in conjunction with the VP, Government Sales – to oversee the Sourcewell relationship.</p> <p>Mansfield also has a strong Commercial & Industrial (C&I) Enterprise Sales team focusing on private sector fuel sales across various industries. If any Commercial customers are interested in utilizing this cooperative contract these C&I salespeople would work closely with the lead government salesperson to facilitate those conversations.</p> <p>Mansfield's Product Line Managers help support the sales staff for products like risk management fuel hedging, fleet cards, diesel exhaust fluid (DEF), fuel equipment systems and services, fuel quality, etc. as an added layer of support offered to customers. These Product Line Managers are subject matter experts in their field and work closely to ensure Mansfield tailors the right solution for each customer.</p> <p>Mansfield has a dedicated Canadian sales team that supports both C&I and Government sales in that country who would work closely with the lead salesperson to support Canadian based customers.</p> <p>Lastly, Mansfield also has a comprehensive spot sales team who's focus is on shorter term contracts. For some customers in both the government and commercial channels this is a common way to purchase fuel and Mansfield has a team tailored to that offering.</p>
<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>Under this Sourcewell contract, participating agencies will always deal with Mansfield directly as their vendor. However, it's important to note that Mansfield's ability to distribute fuel across North America is achieved through the company's proprietary DeliveryONE network. Mansfield brought together 1,500 transportation partners across the U.S. and Canada in one single network to serve our customers. From transport fuel deliveries, mobile fleet fueling, tank wagon fuel deliveries, diesel exhaust fluid (DEF), and more, Mansfield's DeliveryONE network has the coverage, reliability, and flexibility to handle the most demanding requirements while offering "local service, nationwide."</p> <p>The DeliveryONE network is unique in that no one delivered fuel supplier has company-owned fuel transportation capacity across the entire U.S. and Canada. Accordingly, Mansfield worked over decades to bring together the most reliable local and regional transportation companies – in addition to Mansfield's own trucking assets – to create a network that offers service in all major markets with access to all commercial fuel terminals throughout the U.S. and Canada.</p> <p>In addition to providing transportation capability for Mansfield, the 1,500 companies operating as part of Mansfield's DeliveryONE network can act as an extension of Mansfield's sales department by selling Mansfield fuel and fuel management services.</p>

27	Service force.	<p>Mansfield sales staff initiate the onboarding of any new contract and continue to work with customers throughout the life of the agreement ensuring agency strategic priorities are met. Additionally, Mansfield will assign a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p> <p>Mansfield's operations teams are organized around customers and regional markets to balance optimal customer relationship oversight with market-based experience. Mansfield's fuel dispatch teams regularly communicate with local carriers regarding daily deliveries and any market conditions that might impact timely delivery.</p> <p>Mansfield's fuel supply and trading team is also structured regionally to enable market specialization in bulk fuel sourcing and contract negotiation. Mansfield's reliable nationwide supply network is backed by long standing relationships with all major and independent refiners. A team of optimization analysts, with the support of a proprietary sourcing program, balance supply and demand each day to ensure supply security with competitive cost.</p> <p>Dedicated carrier relations staff manage FTL transportation partners, negotiate delivery rates, as well as monitor freight market trends including advancing the data integration of Mansfield's supply and transportation network.</p> <p>Beyond direct Mansfield personnel, the DeliveryONE network also acts in service and support of Mansfield customers. The comprehensive North American coverage of the network allows for local support and redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Customer orders are handled directly by Mansfield. Orders are typically received via email or phone with Mansfield offering 24/7/365 customer service coverage. Mansfield has also recently deployed online chat and ordering via the company's proprietary FuelNet portal, creating yet another ordering option for customer personnel. Deliveries are typically made within 24-48 business hours after order placement depending on customer needs and market conditions.</p> <p>No matter the method used to place orders, entry is handled by Mansfield's dedicated Customer Service team to ensure order accuracy. Any agreed upon product changes made during the contract year – such as those to address cold weather operability – will occur on a scheduled basis coordinated with customer operations to ensure no errant dispatches. All orders are reviewed daily by Mansfield's Customer Service and Dispatch teams to ensure information is correctly transmitted and accepted by Mansfield's delivery partners.</p> <p>Mansfield has organized its dispatch team into five geographic regions, each staffed with regional experts, to facilitate tailored expertise in every North American Market. The strong relationships these regional teams develop with Mansfield's carrier partners ensure Mansfield customers' fuel deliveries are treated with the highest priority. This group dispatches over 1.1 million deliveries scheduled annually across Mansfield's customer base.</p> <p>In addition to customer will call orders, Mansfield offers inventory management services to ensure automatic reordering of fuel without requiring any action by the customer; this allows agency staff to focus on other priorities. Mansfield can install the necessary equipment, typically for a nominal monitoring charge, for tanks with automatic tank gauges or utilize manually collected tank inventory levels from site personnel. Mansfield uses agreed-upon business rules to manage site inventory, including minimum safety stock, end-of-month inventory targets, secondary product levels, minimum delivery quantities, hours of operations, holidays, and more. Mansfield would also leverage historical data, factoring in established business rules, and schedule deliveries accordingly. Mansfield's regionally organized Inventory Management team tracks local market insights, including basis price changes and supply availability. This dedicated team manages 4,000 tanks across the U.S. and Canada.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Mansfield's customer service program is spearheaded by a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p>

Mansfield's Customer Relationship Managers are organized geographically given the unique nature of the fuel market in certain parts of North America. Customer Relationship Manager job responsibilities include, but are not limited to:

Relationship Management

- Develop and implement a regular communication strategy to connect with customers at the corporate and/or local level; communication should be focused on high-level customer satisfaction components
- Ensure smooth execution of operational initiatives and resolve operational challenges to drive higher levels of customer satisfaction.
- Ensure a consistent standard of excellence in the customer experience
- Assist in evaluating, and where applicable, improving Operational interactions with the customer
- Advocate for the customer and attain the necessary resources and attention to quickly resolve operational concerns and issues
- Lead periodic meetings with existing customers to review strategic priorities as defined by both the customer as well as Mansfield leadership, open projects, and current activities within the account, including annual reviews and the introduction of new support tools/reporting capabilities
- Lead and manage special customer projects involving complex processes and data requirements

Communication

- Establish productive, professional relationships with key personnel; align key capabilities of Mansfield with the key priorities of the customers and partners.
- Proactively work to understand customers' evolving fuels and logistics procurement landscape and engages key stakeholders to develop mutual performance objectives and critical milestones for quarterly review.
- Coordinate with various departments to ensure high-level operational issues are resolved completely and in a timely manner on behalf of the customer and to meet account performance objectives
- Autonomously identify, document, and implement best practices across all accounts.

New Business Integration

- Oversee integration of all new business including both new customers and new business for existing customers. This involves onboarding workflow meetings and the monitoring of account set-ups, account change forms, and reporting requirements
- Participate in external integration meetings for all new business (new and existing customers)
- Prepare business rules for new customers
- Ensure all account information is setup correctly for tax and billing purposes
- Verify that all customer requirements are met and then communicate start up process with the customer
- Provide expert advice on process improvement and creative alternatives for new business integration
- Ensure smooth execution of operational initiatives and resolves operational challenges to drive higher customer satisfaction.

Business/Technical Support

- Lead change initiatives, provide experienced input, and participate in scoping of new technical offerings to support complex customer needs
- Enhance customers' utilization experience of Mansfield Energy's technology offerings; focus should include the company website, FuelNet, and collaboration with BT for necessary permissions, passwords, security levels, etc. to drive overall support for customers' data needs
- Oversee customer contract compliance including terms and conditions, freight rate updates, fixed price allocations, etc. on a monthly basis

High-Level Issue Resolution

- Escalate complex issues appropriately to maintain superior customer satisfaction
- Proactively prepare strategies to prevent recurring issues from impacting customer retention

Additionally, Mansfield's sales team works with customers throughout the life of each agreement ensuring Mansfield meets each agency's strategic priorities. The Government Sales team is also organized geographically and responsibilities include, but are not limited to:

Relationship Management

- Prepare business rules for new customers
- Participate (by phone or in person) in new customer implementation meetings with customers
- Lead new customer implementation meetings with internal MOC departments
- Develop and implement a regular contact strategy to connect with existing customers

		<ul style="list-style-type: none"> - Lead bi-monthly meetings with existing clients to review open projects and current activities within the account; meetings will include project tracking for current items along with an annual summary of all items completed for the client in the past year - Conduct in-person meetings with the client on a quarterly basis to review open project items - Coordinate with Operations to ensure seamless interaction with the customer during on boarding - Establish productive, professional relationships with key personnel in assigned customer accounts - Coordinate the involvement of company personnel, including support, service, and management resources, in order to meet account performance objectives and customers' expectations - Proactively lead a joint company-strategic account planning process that develops mutual performance objectives, financial targets, and critical milestones - Proactively assess, clarify, and validate customer needs on an ongoing basis <p>Account Retention</p> <ul style="list-style-type: none"> - Coordinate customer interaction with other departments in MOC to ensure that the customer is delighted with Mansfield Oil and has a positive customer experience <p>Account Growth</p> <ul style="list-style-type: none"> - Stay current on MOC's solution portfolio by attending any available training and by having regular discussions with the appropriate product line manager on potential opportunities within assigned customers - Leverage the product line manager within MOC to coordinate a streamlined message to every existing client with regard to our product portfolio and service offerings - Educate customers on MOC's full portfolio of solutions - Identify growth opportunities with existing clients to market the full menu of MOC products and services - Lead solution development efforts that best address customer needs, while coordinating the involvement of all necessary company personnel <p>Lastly, Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:</p> <ul style="list-style-type: none"> - Accuracy: Track every order for accuracy to ensure the customer receives a perfect delivery and exact invoice. - Timeliness: Track every order for timeliness. This can be delivery window compliance or it could be the time it takes from delivery to receipt of invoice. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, and cross-drops. <p>From an escalation standpoint, a customer's primary point of contact is the Customer Relationship Manager. This individual will be responsible for overseeing a customer's fuel management program in a prompt, proactive, and decisive manner.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. Identify the geographic areas of the United States that you will fully serve through the proposed contract.	<p>As North America's largest delivered fuel supplier, Mansfield is fully capable and willing to serve all Sourcewell participating entities located throughout the United States. Mansfield's offices across the US ensure every customer receives localized service, supply and support. The corporate headquarters is stationed in Gainesville, GA with 9 other locations found in Doraville GA, Baton Rouge LA, Houston TX (2), Denver CO, Redlands CA, Mark, IL, Roseville MN, and Troy OH.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. Identify the geographic areas of Canada that you will fully serve through the proposed contract.	<p>Mansfield's Calgary, Alberta office and dedicated Canadian sales and account management team is fully capable and willing to serve all Sourcewell participating entities throughout all 10 Canadian provinces.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</p>

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no geographic areas in the United States that Mansfield is unable to fully service through this proposed contract.</p> <p>In Canada, Mansfield of Canada ULC has not identified any Canadian geographic areas in which we are unable to fully service.</p>
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Mansfield can confidently serve all of Sourcewell's participating entity sectors through the proposed contract assuming the credit-worthiness of each participating agency. Mansfield does have other cooperative agreements in place, however, those agreements will not hinder Mansfield from marketing the Sourcewell agreement to all participants.</p>
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Mansfield cannot identify any specific contract requirements or restrictions that would apply to participating entities located in Hawaii and Alaska.</p> <p>At this time, Mansfield does not currently operate in US Territories and is unable to service these areas.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Mansfield utilizes a variety of different marketing strategies to drive growth, including:</p> <p>Press Releases - Mansfield will use promotional media from our website and social media to drive attention to the Sourcewell contract</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcewell contract via posts on LinkedIn and other sites.</p> <p>Webinars - Mansfield can host informational webinars for Sourcewell members and prospective members to share insights on market trends, product information, and more, leading to higher sign-ups. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcewell contract could be incorporated.</p> <p>Direct Sales - Mansfield's sales force will utilize the Sourcewell contract in interactions with new government agencies to secure business.</p> <p>Conferences & Trade Shows - Mansfield's sales force will make specific mention of the Sourcewell contract at Government and other trade shows attended throughout the year including large conferences such as the Government Fleet Expo and NAFA conferences.</p> <p>FUELSNews Content - Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcewell contract could be featured throughout the year.</p> <p>Please reference our attached Mansfield Fuel Proposal which features multiple examples of the marketing material we will use to promote this contract opportunity.</p>

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mansfield utilizes a wide array of digital mediums for enhancing marketing effectiveness:</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcwell contract via posts and updates on LinkedIn, Twitter, and Instagram.</p> <p>Search engine optimization: Mansfield invests in search engine optimization and our website ranks on page 1 across several industry related keywords.</p> <p>Email Marketing - Mansfield utilizes email marketing to reach out to new customers and nurture prospects with information. As part of our email and digital market efforts, Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcwell contract could be featured throughout the year.</p> <p>Online Webinars - Mansfield engages with potentials on webinars and tracks interactions during the event, providing more details that can help move a deal forward. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcwell contract could be incorporated.</p> <p>Customer Relationship Management - Mansfield uses Dynamics CRM to track customer interactions and keep deals moving forward, to ensure that no customer ever falls through the cracks. The company also has a vast database of customer contacts and potentials that are candidates for the Sourcwell contract.</p> <p>Virtual Meeting Platforms - Mansfield sales representatives use MS Teams, Zoom, Webex and other platforms to connect virtually with customers.</p>
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Mansfield would take a collaborative approach with Sourcwell to promote the RFP with understanding that the majority of effort be undertaken by Mansfield. Our marketing and sales efforts will be communicated and coordinated with Sourcwell for mutual benefit, including the potential for joint press releases, shared social media content, and more. Mansfield believes such an approach will amplify the visibility of this new contract.</p> <p>Beyond coordinated marketing, a Sourcwell award will have dedicated sales representative responsible for pursuing new business and reaching out to potential prospects on a 1-to-1 basis. In the fuel space, this outside sales approach is necessary given the complexity of customer fuel programs and the need for a collaborative partnership to solve tough fuel problems. Cooperative contracts are a key component of Mansfield's government sales efforts; Mansfield's Government Sales and Account Management teams will be trained on the Sourcwell contract so that company representatives feel comfortable referring customers to Sourcwell whenever possible.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>In the fuel industry, e-procurement ordering is not common due to the complex and volatile nature of fuel sales. Fuel management programs are typically complex and our sales process is solutions based which lends procurement conversations to in-person meetings and phone or email messaging.</p> <p>That said, once a customer is onboarded, individual orders may be placed on Mansfield's FuelNet portal for fuel and DEF products in the US. Discovery work is underway to continue finding new and easier ways for customers to purchase more products online and in Canada.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response*
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mansfield's commitment to customer education and support is unmatched within the fuel industry. Mansfield offers fuel industry training through a variety of avenues including our Daily FuelsNews publication which covers industry news and purchasing best practices; the company's regular Webinar cadence which covers fuel market updates and fuel management program best practices; white papers and case studies on our website www.Mansfield.Energy/Resources; and specialized, customer specific training in the form of Quarterly Business Reviews, lunch and learns, or other events. The latter guidance is hosted by the Mansfield Sales or Account Management team to cover customer specific training needs. This training is free or charge and is discussed with each customer during the onboarding process to ensure their specific needs are met.</p> <p>However training does not stop after onboarding, Mansfield offers an array of metrics and reporting options via FuelNet and Quarterly Business Reviews to discuss and recommend performance outcomes related to fuel spend reduction, transaction optimization, logistical recommendations, inventory management recommendations, delivery accuracy, and fuel and freight savings achievement.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>Mansfield believes in taking cost and complexity out of the fuel supply chain with a focus and investment on technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.</p> <p>FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:</p> <ul style="list-style-type: none"> - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF. Furthermore, Mansfield integrates retail and consigned fuel transactions into fuel delivery spend to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p>Access to timely and accurate operational information to support decision making has never been more important for fleet and fuel program managers. In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor data via the Reports Console which offers standard and customizable reporting options.</p> <p>FuelNet's Fuel Equipment Systems and Services module enables customers to poll and monitor tank inventory in real time, track repair and maintenance work orders for a specific location, or look at environmental compliance alarms and history.</p> <p>Mansfield has recently completed an initial round of updates to FuelNet's look and feel, with the next round of enhancements set to improve further upon the value that FuelNet delivers. Innovation is a constant focus for Mansfield as we help meet and exceed customer expectations around a best-in-class fuel management program.</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Mansfield constantly seeks new ways to help our customers achieve their sustainability goals. From being an industry leader in the US and Canadian DEF markets, which offsets harmful NOx emissions, to supplying Biodiesel and Renewable Diesel, Mansfield is committed to helping customers lower their carbon emissions relative to petroleum based fuels.</p> <p>Mansfield is working with the largest fleets in North America to meet aggressive sustainability goals to lower carbon emissions. Higher ethanol blends in gasoline or increased biodiesel blends or renewable diesel use can offer significant lifecycle carbon emissions reductions versus petroleum diesel and even when compared to electrical vehicle options. Mansfield offers a robust suite of renewable diesel, biodiesel, and ethanol blends across the US and Canada.</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As part of our commitment to the environment, the Mansfield corporate office is LEED Silver certified by the U.S. Green Building Council.</p>

43	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Mansfield is committed to inclusivity and diversity and in its ordinary course of business strives to engage the services of Disadvantaged Business Enterprises and Small Business Enterprises as petroleum supply and delivery partners. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which the company operates.</p> <p>While Mansfield is not a certified WMBE or SBE entity, Mansfield does work with a number of qualified WMBE or SBE partners nationally. Mansfield's Diverse Business Development (DBD) Program helps customers fulfill their Tier 1 and Tier 2 diversity spend requirements by giving unparalleled access to the fuel management capabilities of both Mansfield and its nationwide network of vetted DBE partners (MBE, WBE, DBE, SBE, SDVOSB, etc.). Mansfield offers the expertise and bandwidth necessary to provide comprehensive solutions while partnering with and strengthening DBE partners.</p> <p>Whether purchasing fuel in bulk or tank wagon quantities, buying retail or consigned – the DBE Program leverages Mansfield's operational support and experience to execute even the most complex fuel management strategies. By leveraging Mansfield's DBE fueling network, customers can be assured of receiving competitive fuel pricing, quality service, and industry-leading digital integration at every step.</p>
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<p>44</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Mansfield differentiates itself from competitors through its comprehensive service, consistent innovation, and broad solutions.</p> <p>SERVICE</p> <p>As the largest delivered fuel supplier in North America, Mansfield offers a robust and reliable supply and delivery of fuel and related services across all 50 US States and the 10 Canadian provinces.</p> <p>Mansfield maintains a broad portfolio of procurement optionality to ensure reliable supply and competitive pricing in every market. Throughout the US and Canada Mansfield's entire suite of supply options are utilized to meet customer needs. The variety and comprehensive coverage of supply points reduces Mansfield's dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during volatile periods due to refinery outages, pipeline and terminal downtime, or natural disasters. Mansfield's supply chain provides significant security through contracted supply yet enables a fast, flexible approach to take advantage of market opportunities.</p> <p>Mansfield maintains commercial access to all third-party supply terminals in North America. This allows Mansfield the opportunity to buy from multiple supply points and providers both in markets local to customer demand but also surrounding markets in case of emergency. Customers across the country have benefited from this redundancy and flexibility as evidenced over the many years of reliable Mansfield supply to government agencies and first responders through natural disasters, weather events, refinery downtime, and infrastructure interruptions.</p> <p>Equally expansive is Mansfield's carrier base through our unique DeliveryONE network which brings together 1,500 transportation partners across North America in one single network to serve our customers. This allows for redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Through the comprehensive DeliveryONE network Mansfield ensures safe and reliable transportation options are readily available to customers.</p> <p>INNOVATION</p> <p>Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.</p> <p>FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:</p> <ul style="list-style-type: none"> - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices.</p> <p>Mansfield integrates retail and consigned fuel transactions to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise state level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p>SOLUTIONS</p> <p>Mansfield's entire suite of fuel management solutions is unmatched in the industry. Beyond the supply and delivery of standard fuel products, Mansfield also offers supply and delivery of renewable fuels, Diesel Exhaust Fluid (DEF) supply and logistics, fuel price risk management, fleet cards, fuel systems and equipment, fuel quality and additives, emergency response programs, fuel data management, and consigned fuel. Customers have the option to choose whatever services compliment their specific fuel management program and Mansfield's sales team is there to guide them on best practices specific to each situation.</p> <p>When a customer chooses Mansfield, they're joining over 8,000 other companies that have experienced the Mansfield difference. Through service, innovation, and broad fuel management solutions, Mansfield enhances our customers' competitiveness and service capabilities. At Mansfield, we're building relationships that matter through an unwavering commitment to add value to our customers.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Mansfield offers industry standard warranties.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Mansfield fuel and services are warranted, but fuel can become tainted if it sits for too long (for various reasons) or a customer's tank is not properly maintained. Mansfield warrants the fuel will meet specifications upon delivery, but not that it will maintain the required specifications in perpetuity.
47	Will you cover warranty service for products produced by others that are part of your proposal, or are warranty issues typically passed on to the producer?	Mansfield warrants the fuel will meet specifications, regardless of the producer.
48	Describe any service contract options for the items included in your proposal.	Mansfield may contract our services with local commons carriers to deliver fuel products and local vendors to perform equipment services.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	Mansfield will deliver fuel products that meet federal, state, and local industry standards. Mansfield fuel products meet all ASTM industry and commercial pipeline standards for fuel quality.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:</p> <ul style="list-style-type: none"> - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by customer so that Mansfield self-reports its performance in this category. Example metrics tracked are: days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations Metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are Net 30 days from the date of invoice though Mansfield can accommodate other payment terms at the request of the customer. Additional savings or charges may apply.</p> <p>Acceptable payment methods are as follows:</p> <ol style="list-style-type: none"> 1. ACH Payment 2. Wire Payment 3. Electronic Funds Transfer (EFT) Authorization Agreement 4. Check 5. Credit Card (Processing Fee will be Assessed)
52	Describe any financing options available for use by educational or governmental entities.	<p>Financing options are available for all Mansfield customers and are handled on a case-by-case basis to determine what will work best for all parties involved. Mansfield will partner with Sourcewell participating entities to understand their needs and will present the best path forward. All financing options are contingent upon a credit approval process.</p> <p>In addition to offering financing opportunities, Mansfield's Consigned Fuel Program may be an appealing option for entities looking to free-up cashflow, obtain transaction-level reporting, and provide automatic accruals and cost distribution where necessary.</p> <p>The Consigned Fuel Program is tailored for savings goals and entity-specific requirements. Mansfield will help entities design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide.</p> <p>How the Mansfield Consigned Fuel Program Works: Mansfield owns the fuel inventory in a customer's fuel tanks and only bills the customer once it's pumped into the vehicle.</p> <p>With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and tank compliance. Mansfield bills entities separately as they pump fuel into the vehicle, automatically delivering transaction details to support invoices. Agencies may allow other entities to use their tank or restrict access to just company-owned equipment, Mansfield can accommodate single or multi-agency billing on behalf of the customer. The program is streamlined, automated, and concise to help companies account for usage across multiple entities.</p>
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>The Mansfield Team provides partners with two important standard transaction documents. The first is the Site Survey Form, which is provided to customers to understand as much about their physical fueling sites as possible. Mansfield wants to provide all customers with safe service, and a big part of that process is understanding the equipment and layout of each location. This form enables participating entities to identify site contacts, equipment on location, preferred delivery times, etc.</p> <p>In addition, Mansfield also provides customers with a Mansfield Order Form. While not required, this detailed form can be completed by site personnel when they'd like to schedule deliveries. Mansfield has the capabilities and the experience to remotely monitor fuel tanks and inventory manage locations with ease, however, if customers choose to have a more hands-on approach, the Mansfield Order Form provides them with everything they need to request their fuel.</p> <p>Please reference both forms attached in the Documents section of our response.</p>
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Mansfield will accept purchases on general p-card programs at a fee of 3.5% based off the entire invoice amount.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., quoted adjustment from index or benchmark, line-item, product-category percentage discounts, or a combination of methods). Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract.</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>

<p>56</p>	<p>If your pricing model includes quoted adjustment from index or benchmark, identify the applicable index(es) or benchmark(s) for Sourcwell Participating Entities by region, delivery method, and product type. Detailed pricing data is to be included in Proposer's pricing upload materials (including the stated index or benchmark, adjustment discount or increase, frequency of index or benchmark update [daily, weekly, etc.], delivery method alternative pricing, freight, additional charges, etc.) on all of the items that you want Sourcwell to consider as part of your RFP response.</p>	<p>Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract.</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, the industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>
<p>57</p>	<p>If your pricing model includes line-item or product-category percentage discounts, quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. Detailed pricing data is to be included in Proposer's pricing upload materials (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response.</p>	<p>Mansfield will pass along at cost (no markup or margin added) all freight charges and taxes; on the invoice the freight charges can either be billed as a line item or rolled up into the product cost. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America. Estimated freight and tax quotes may be provided to each entity interested in participating in the contract, however, the actual cost of freight and taxes will be passed through at cost.</p>
<p>58</p>	<p>Describe any volume or quantity discounts or rebate programs that you offer.</p>	<p>There are no aggregate volume or quantity discounts or rebate programs. Any and all volume discounts will be discussed on a case-by-case basis with each participating entity. The quoted not-to-exceed price is applicable unless otherwise negotiated.</p>

59	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>For fleet cards associated with a customer's fuel management program, Mansfield offers a rebate to each participating agency of .85% off the retail fuel price. For high volume fleet card prospects, Mansfield may be able to offer a larger rebate but will never offer a rebate less than .85%.</p> <p>Mansfield offers fixed price fuel hedging and risk management. Because this pricing is dependent on the fuel market and specific customer needs at the time the quote is generated, Mansfield is unable to offer a price for this service in this RFP response. However, Mansfield will discuss pricing with each interested agency. For fixed price fuel hedging Mansfield is also willing to fix the customer's freight costs.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gallon or liter.</p> <p>For bulk DEF deliveries over 250 gallons, Mansfield offers cost plus \$.10 per gallon or liter.</p> <p>Mansfield offers any other "sourced" products or related services at cost plus 15%.</p>
60	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like set-up, mandatory training, split-load or multiple drop site charges, unscheduled, expedited or emergency delivery fees, dye charges, or taxes. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>All freight accessorial charges such as split-deliveries (multiple drop site charges), pump-off fees, minimum freight fees (for orders under a full truckload), demurrage at customer sites, and expedited or emergency delivery fees will be passed along at cost to a participating agency. These fees are charged to Mansfield by local delivery subcontractors at negotiated rates and will be passed along at no mark up to an agency only as incurred during a delivery.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gal or liter.</p> <p>All applicable taxes will be passed along and billed as a line item. Given the broad coverage of this contract and the numerous federal, state, and local taxes it's impractical to specifically list each potential tax.</p>
61	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Mansfield utilizes a diverse network of 1,500 third-party delivery partners to ensure reliable and cost-competitive deliveries in every market. Mansfield's Carrier Relations team thoroughly vets each of these partners to ensure safety, performance history, market operations and capacity, flexibility to adjust to market conditions, electronic capabilities, financial durability, and competitive pricing. Mansfield's Carrier Relations team frequently issues competitive bidding for the company's freight lanes and relies on an electronic bidding engine to procure freight.</p> <p>Since all base freight rates and associated delivery charges will be passed along at cost as incurred, this means customers will be charged the same negotiated rates that Mansfield receives from its carriers. Delivering nearly 3 billion gallons of fuel products per year, customers can rest assured that Mansfield receives extremely competitive pricing as a preferred vendor of its transportation partners.</p>
62	<p>Specifically describe freight, shipping, and delivery terms or programs applicable to Sourcewell Participating Entities in Alaska, Hawaii, and Canada.</p>	<p>Freight, shipping, and delivery terms or programs do not differ for participating entities in Alaska, Hawaii, and Canada. All freight charges, including the base rate and any accessorial fees incurred, will be billed at cost to participating agencies. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p>

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Beyond carrier coverage in all commercial fuel markets across North America, Mansfield is also mindful of the flexibility needed to serve our diverse customer base. Accordingly, the company ensures that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Mansfield offers delivery to a wide array of tanks from large bulk storage tanks all the way to smaller generator fills and mobile wet hosing directly to fuel vehicles.</p> <p>Additionally, given Mansfield's established history of supplying government entities and first responders, the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached to this proposal – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten customer fueling operations. Further, Mansfield has developed and managed emergency preparedness plans for customers nationwide and can work with participating agencies to tailor a program specific to their needs.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

<p>65</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Over the course of its 65-year history Mansfield has successfully onboarded hundreds of government customers. Onboarding a new customer involves collaboration between agency stakeholders and Mansfield as both parties determine the optimal execution strategy. The success of a contract's transition will be determined in part by the cooperative communication between Mansfield and each participating agency.</p> <p>To initiate an onboarding, Mansfield convenes an internal onboarding meeting to review the scope of the negotiated agreement, align stakeholders on the requirements, and plan for execution based on the specifications of the contract. This meeting would include the key stakeholders outlined in this proposal, as well as the front-line staff responsible for cascading a customer's requirements across the organization.</p> <p>Mansfield has a prescriptive onboarding program which is overseen by the company's Governance team that handles and approves all customer inputs into the firm's ERP system. It is critical for the process to be followed in its entirety to ensure each customer is successfully onboarded. The process utilizes Microsoft Power Apps to push information and workflows through several Mansfield departments to:</p> <ul style="list-style-type: none"> - Ensure Mansfield is providing a first-class customer experience. - Bring together all departments with a common goal and purpose to hold each other accountable. - Ensure the customer is onboarded properly with operational precision so that all ordering, dispatching, and billing processes are seamless. <p>There are various steps in the process that must be followed:</p> <ol style="list-style-type: none"> 1. Credit Application Initiation 2. Credit Review and Approval 3. CRM Assignment 4. Pre-Onboarding 5. Internal Onboarding Meeting 6. Onboarding Form Completion 7. Governance Approval 8. Tax Approval 9. Department Notifications 10. Price Letter Setups 11. 1/30/60/90 Day Customer Reviews <p>The Mansfield Sales and Account Management teams work diligently to guarantee this process is followed and completed efficiently, which enables us to ensure all Sourcewell participating entities obtain the proper pricing.</p> <p>Additionally, Mansfield works with a number of entities who request specific reporting requirements and administrative fee payments - accordingly, Mansfield's Account Management team works closely with our Business Analytics data team to develop auto-generated reporting for each specific contract that needs to be tracked. Any new participating agency can simply be added to this report upon contract setup. This creates accurate and repeatable reporting capabilities to ensure the proper gallons are reported and administrative fees paid.</p>
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66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics that can be summarized in the below buckets:</p> <ul style="list-style-type: none"> - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by the customer so that Mansfield self-reports its performance in this category. Example metrics tracked are days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. The administrative fee is calculated on total sales under the Contract and may be expressed as a percentage, per-unit or flat fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.)	Mansfield proposes a \$0.0050 per gallon (or per liter in Canada) administrative fee that the company will pay to Sourcewell for all fuel sold during the duration of this contract. Mansfield wants to ensure the success of this contract and believes a competitive, market based administrative fee is necessary to promote contract growth.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mansfield is offering supply and delivery of all formulations, grades, and blends of motor vehicle, aviation, and heating fuels commercially and readily available across the U.S. and Canada. This is inclusive of traditional petroleum-based fuels such as motor gasoline and diesel, but also alternative and renewable fuels such as ethanol, biodiesel, renewable diesel or gasoline, etc. and associated blends. Given the number of individual products included in this offering it is impractical to list all detailed product specifications in this response; however, Mansfield will deliver fuel products that meet all industry quality specifications while also complying with federal, state, or local fuel requirements.</p> <p>Mansfield is offering full truck transport, tank wagon truck transport, and mobile refueling truck delivery methods depending on customer needs.</p> <p>Mansfield is offering the below related services, please see Mansfield's Pricing Sheet for more details:</p> <ul style="list-style-type: none"> - Fixed price fuel hedging risk management to lock in fuel prices or fuel price ranges. - Diesel Exhaust Fluid (DEF) bulk supply and supply of pallets and totes. - Fuel cards for retail or backyard use as part of a comprehensive fuel management program. - Fuel equipment systems and services including inventory management, fuel card transaction management, equipment repairs/maintenance/builds, and fuel additives and pre-emptive product quality programs. - Customer specific emergency preparedness/response programs. - Consigned fuel programs whereby Mansfield owns the fuel in customer tanks and only bills fuel as it is dispensed into vehicles.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no applicable subcategory titles.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Vehicle and equipment fuels, fluids, gases, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response. *
71	Aviation fuels, fluids, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response. *
72	Heating fuels or gases (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response. *
73	Hybrid or alternative fuels (identify applicable hybrid or alternative fuel types in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response. *
74	Support services related to the supply and delivery of the products described in Lines 70 - 73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
75	Describe your ability to fuel a mixed fleet during the same route.	Mansfield has the resources and years of fuel industry experience to successfully fuel a mixed fleet during the same route. Given Mansfield's consultative approach, the Sales team will work with Sourcewell participating entities to determine their fueling needs and the best methodology for distributing fuel throughout their locations. *
76	Describe any emergency fueling programs you offer.	<p>As a fuel supplier to government, commercial, and retail clients throughout the United States and Canada, Mansfield maintains a thorough Emergency Response Program including redundant operations centers and data backup. When emergency situations occur, Mansfield is there to provide for its contractual customers.</p> <p>Mansfield can quickly mobilize fuel from non-impacted areas to long-haul into areas experiencing a natural disaster or supply disruption, leveraging its unmatched nationwide network of supply and transportation. In case of any unexpected event, Mansfield can rely on its broad fuel and freight procurement network to procure fuel throughout surrounding markets. Through its proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains multiple relationships with carrier partners in all major markets. If the primary carrier is ever unavailable, Mansfield can call upon a network of other providers to step in. This is especially important when natural disasters strike or unexpected supply options occur. When interruptions to the fuel supply chain happen, Mansfield has redundancy to overcome those challenges and keep customers supplied.</p> <p>Lastly, given Mansfield's established history the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached in the Documents section – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten agency fueling operations. Further, Mansfield has developed and managed tailored emergency preparedness plans for customers nationwide and can work with interested agencies to do the same. *</p>
77	Describe your carrier network.	Mansfield offers bulk fueling, tank wagon fills, and mobile refueling options with its vast network of third-party carriers to meet customers' transportation needs. Mansfield sells nearly 10 million gallons of fuel every day with a distribution network of 900 transport truck carrier partners, 600 tank wagon partners, and 140 mobile refueling organizations. Mansfield's Carrier Relations team thoroughly vets each of these partners to ensure operational excellence, safety, financial durability, and competitive pricing. Every delivery is tailored to the customer's exact specifications and monitored for safety and quality. This service network provides the redundancy and scale required to ensure Mansfield customers are never out of fuel. *

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing - Mansfield Pricing Sheet.pdf - Thursday December 15, 2022 14:55:34
 - Financial Strength and Stability - Financial Strength & Stability.zip - Thursday December 15, 2022 13:24:01
 - Marketing Plan/Samples - Marketing Plan & Samples.zip - Thursday December 15, 2022 14:07:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Thursday December 15, 2022 14:09:05
 - Upload Additional Document - Mansfield Business Continuity Plan.pdf - Thursday December 15, 2022 14:09:17

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dan Luther, Vice President, Government Sales, Mansfield Oil Company of Gainesville, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Fuel_Delivery_RFP_121522 Tue November 8 2022 12:16 PM	<input checked="" type="checkbox"/>	1

EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to "Sourcewell" in the Agency Agreement shall mean and be understood to be "City of San Diego". All references to "Vendor" or "Supplier" in the Agency Agreement shall mean and be understood to be "Mansfield Oil Company of Gainesville Inc. ."

2. Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable PWAcctsPayable@sandiego.gov

3. Delivery and Inspection. As described in the Contract Documents.
4. Warranty. As described in the Contract Documents.
5. Insurance. As described in the Contract Documents.
6. Indemnification; and Liability. As described in the Contract Documents.
7. The remaining portions of the Agency Agreement shall remain in full force and effect.

EXHIBIT 3: PRICING PAGE(S)

- Product (exclusive of any applicable taxes)

R99 Diesel

- Tank Truck (7500+ gallons) Diesel: OPIS San Diego, CA Gross Contract Average All MINUS \$.0288 per gallon
- Tank Wagon Diesel: OPIS San Diego, CA Gross Contract Average All +\$.0802 per gallon

R99 Dyed Diesel

- Tank Truck (7500+ gallons) Diesel: OPIS San Diego, CA Gross Contract Average All MINUS \$.0238 per gallon

ULSD Clear Diesel

- Tank Truck (7500+ gallons) Diesel: OPIS San Diego, CA Gross Contract Average All +\$.0262 per gallon
- Tank Wagon Diesel: OPIS San Diego, CA Gross Contract Average All +\$.0802 per gallon

ULSD Dyed Diesel

- Tank Truck (7500+ gallons) Diesel: OPIS San Diego, CA Gross Contract Average All +\$.0312 per gallon

Reg E10 Gasoline

- Tank Truck (8500+ gallons) Gasoline: OPIS San Diego, CA Gross Contract Average All MINUS \$.1438 per gallon
- Tank Wagon Gasoline: OPIS San Diego, CA Gross Contract Average All +\$.0733 per gallon

- Freight Charges (freight charges are a pass through under the Sourcewell contract)

Estimated Weighted Average Freight

- Tank Truck R99 Diesel: \$.0438 per gallon
- Tank Truck R99 Dyed Diesel: \$.0438 per gallon
- Tank Wagon R99 Diesel: \$.2220 per gallon
- Tank Truck ULSD Clear Diesel: \$.0438 per gallon
- Tank Truck Dyed Diesel: \$.0438 per gallon
- Tank Wagon ULSD Clear Diesel: \$.2220 per gallon
- Tank Truck Gasoline: \$.0386 per gallon
- Tank Wagon Gasoline: \$.1893 per gallon

Pump Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites will also be pass-through to the Customer.

Mansfield Oil #121522-MNF

Mansfield Oil Company of Gainesville, Inc. offers varying not to exceed differentials on all products listed corresponding to their local OPIS Index City Daily or Weekly OPIS Gross Contract Average price per gallon (US) or liter (Canada) where each product is available. All taxes will be passed through as a line item. All transportation costs and delivery fees, as incurred, will be passed through at cost.

Mansfield Oil Company of Gainesville, Inc. also offers related service pricing for Fixed Price Fuel Hedging, Diesel Exhaust Fluid, Fuel Equipment Systems and Services, Fleet Cards, Consigned Fuel, and Emergency Preparedness/Response Fuel Programs. Contract pricing for these vary based on situational factors. Additional information and verification are available on request.

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal (RFP) Number 121522

for Supply and Delivery of Fuel-Related Services

B. BIDDER/PROPOSER INFORMATION:

Mansfield Oil Company of Gainesville, Inc.

Mansfield Oil Company of G

Legal Name
1025 Airport Parkway SW

Gainesville

DBA
GA 30501

Street Address
Dan Luther VP, Government Sales

City
(678) 450-2285

State Zip
(678) 450-2242

Contact Person, Title

Phone

Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Michael Mansfield, Sr.	CEO
Name	Title/Position
Gainesville, GA	Not Applicable
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership of 70% in Mansfield Oil Company of Gainesville, Inc.	
Interest in the transaction	

Mansfield Family Trust	Ownership
Name	Title/Position
Gainesville, GA	Not Applicable
City and State of Residence	Employer (if different than Bidder/Proposer)
Ownership of 30% in Mansfield Oil Company of Gainesville, Inc.	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 04/07/1970 State of incorporation: Georgia

List corporation's current officers: President: John Byrd
Vice Pres: _____
Secretary: Brad Puryear
Treasurer: Steve Brown

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If Yes, after what date: 01/05/2014

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? Not Applicable _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Not Applicable

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JPMorgan Chase Bank, N.A.

Point of Contact: Emily Young, Client Service Manager

Address: 270 Park Ave, Fl 38, New York, NY 10017

Phone Number: (404) 926-2683

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: # SG OHC 77001538 Year Issued: 2014

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
 Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?
 Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Brownsville, TX

Contact Name and Phone Number: Miguel Barajas 956-548-6091
Contact Email: purchasing@cob.us
Address: 1001 E. Elizabeth Street, 1st Floor, Suite 101 Brownsville, TX 78520
Contract Date: October 1, 2017
Contract Amount: \$ 3,700,000.00
Requirements of Contract: Provide supply and delivery of petroleum products.

Company Name: District of Columbia
Contact Name and Phone Number: Janet Concepcion 202-671-2328
Contact Email: janet.concepcion2@dc.gov
Address: 2000 14th Street NW, 8th Floor Washington, DC 20009
Contract Date: January 1, 2016
Contract Amount: \$ 24,480,000.00
Requirements of Contract: Provide supply and delivery of petroleum products.

Company Name: City of Philadelphia
Contact Name and Phone Number: Kevin Owens 215-686-4730
Contact Email: kevin.owens@phila.gov
Address: 100 South Broad Street, 3rd Floor Philadelphia, PA 19110
Contract Date: January 1, 2013
Contract Amount: \$ 13,697,846.00
Requirements of Contract: Provide supply and delivery of petroleum products.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # N/A

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # N/A
b. Woman or Minority Owned Business Enterprise Certification # N/A
c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: MJ Tank Lines

Address: 2951 N. Ventura Ave. Ventura, CA 93001

Contact Name: Michael Doggett Phone: (805) 641-1224 Email: mike@mjtanklines.com

Contractor License No.: 77-0564028 DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 275,000.00 (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: Delivery of petroleum products.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Dan Luther VP, Government Sales



02/15/2024

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

Not Applicable. None.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Dan Luther VP, Government Sales

Print Name, Title

Dan Luther

Signature

02/15/2024

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Mansfield Oil Company of Gainesville, Inc.

Certified By Dan Luther Name Title VP, Government Sales

Dan Luther Signature Date January 5, 2024

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Mansfield Oil Company of Gainesville, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1025 Airport Parkway SW

City: Gainesville County: Hall State: GA Zip: 30501

Telephone Number: 800-695-6626 Fax Number: 678-450-2242

Name of Company CEO: Michael Mansfield, Sr.

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above): N/A

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Petroleum Products Wholesalers Type of License: Distributor of Motor Fuels Including Gasoline

The Company has appointed: Bridget Creviston

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1025 Airport Parkway SW, Gainesville, GA 30501

Telephone Number: 800-695-6626 Fax Number: 678-450-2242 Email: bcreviston@mansfieldoil.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Mansfield Oil Company of Gainesville, Inc.

(Firm Name)

Hall

(County)

Georgia

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 5th day of January, 2024

Dan Luther

(Authorized Signature)

Dan Luther, VP Government Sales

(Print Authorized Signature Name)

NAME OF FIRM: Mansfield Oil Company of Gainesville, Inc.

DATE: 1/5/2024

OFFICE(S) or BRANCH(ES): Headquarters

COUNTY: Hall County, Georgia

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	2	1	2	0	0	0	0	3	1	44	28	1	1
Professional	2	1	0	2	0	0	0	0	3	1	23	20	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	1	0	0	0	0	0	0	0	22	11	0	0
Administrative Support	6	15	8	13	0	0	0	1	0	6	44	119	0	2
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	1	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	9	18	10	17	0	0	0	1	6	8	136	178	1	3
--------------------	---	----	----	----	---	---	---	---	---	---	-----	-----	---	---

Grand Total All Employees

387

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only: N/A

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Mansfield Oil Company of Gainesville, Inc.

DATE: 1/5/2024

OFFICE(S) or BRANCH(ES): Headquarters

COUNTY: Hall County, Georgia

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

Not Applicable

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

City of San Diego Certification Documents

Final Audit Report

2024-01-05

Created:	2024-01-05
By:	Bridget Clingan (bclingan@mansfieldoil.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANSSoiDdvt8KCJN_lr8f9hbyYDLIQ4IR7

"City of San Diego Certification Documents" History

-  Document created by Bridget Clingan (bclingan@mansfieldoil.com)
2024-01-05 - 2:22:36 PM GMT
-  Document emailed to Dan Luther (DLuther@mansfieldoil.com) for signature
2024-01-05 - 2:24:04 PM GMT
-  Email viewed by Dan Luther (DLuther@mansfieldoil.com)
2024-01-05 - 2:32:35 PM GMT
-  Document e-signed by Dan Luther (DLuther@mansfieldoil.com)
Signature Date: 2024-01-05 - 2:33:47 PM GMT - Time Source: server
-  Agreement completed.
2024-01-05 - 2:33:47 PM GMT



City of San Diego - Signatures

Final Audit Report

2024-02-16

Created:	2024-02-15
By:	Lauren Henares (lhenares@mansfieldoil.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMrPcK3wwBOzZNx4PPguqLmS2hnJP8aEv

"City of San Diego - Signatures" History

-  Document created by Lauren Henares (lhenares@mansfieldoil.com)
2024-02-15 - 7:49:17 PM GMT
-  Document emailed to Dan Luther (DLuther@mansfieldoil.com) for signature
2024-02-15 - 7:49:31 PM GMT
-  Email viewed by Dan Luther (DLuther@mansfieldoil.com)
2024-02-16 - 3:02:31 PM GMT
-  Document e-signed by Dan Luther (DLuther@mansfieldoil.com)
Signature Date: 2024-02-16 - 3:04:19 PM GMT - Time Source: server
-  Agreement completed.
2024-02-16 - 3:04:19 PM GMT

RESOLUTION NUMBER R- 315459

DATE OF FINAL PASSAGE APR 22 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING A COOPERATIVE PROCUREMENT CONTRACT WITH MANSFIELD OIL COMPANY OF GAINESVILLE, INC. FOR FUEL AND FUEL-RELATED SERVICES.

WHEREAS, the City of San Diego (City) has identified a need for the supply and delivery of fuel and fuel-related services throughout the City to service the needs of its fleet of vehicles; and

WHEREAS, the City's Department of General Services – Fleet Operations Division (FOD) oversees the City's fleet by providing comprehensive fleet management services to City departments including repair, maintenance, acquisition, replacement, disposition, and fuel for all motive equipment; and

WHEREAS, the City competitively bid out the contracts for the supply and delivery of fuel and fuel-related services, as recently as 2018 and entered into a contract which is set to expire; and

WHEREAS, on October 27, 2022, Sourcewell, formerly known as National Joint Powers Alliance (NJPA), issued a competitive solicitation for fuel delivery with related services resulting in an award to Mansfield Oil Company of Gainesville, Inc. (Mansfield) that is made available for other agencies to be used as a cooperative agreement; and

WHEREAS, the City is now seeking authorization to enter into a cooperative procurement contract with Mansfield (Contract) to procure its own fuel and fuel-related services

throughout the City, for a term extending through February 10, 2025, with up to three (3) additional one (1) year option extensions, and in an amount not to exceed \$88,000,000; and

WHEREAS, on January 9, 2024, the City's Purchasing Agent certified in writing that Sourcewell Contract No. 121522-MNF for Fuel Delivery with Related Services met the requirements for the use of cooperative procurement contracts set forth in San Diego Municipal Code section 22.3208; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized to execute a Cooperative Procurement Contract with Mansfield Oil, for the as-needed supply and delivery of fuel and fuel-related services, in the amount not to exceed \$88,000,000 for a term extending through February 10, 2025, with up to three (3) additional one (1) year option extensions under the terms and conditions set forth in the Contract on file in the Office of the City Clerk as Document Number RR- 315459; and,

2. That the Chief Financial Officer is authorized to expend an amount not-to-exceed \$88,000,000 over the term of the Contract which includes up to three (3) additional one (1) year option extensions, for the supply and delivery of fuel and fuel-related services, contingent upon

adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

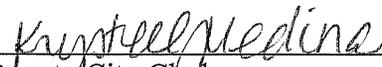
APPROVED: MARA W. ELLIOTT, City Attorney

By 
Mark M. Imada
Deputy City Attorney

MMI:hm
March 25, 2024
Or.Dept: General Services
CC No. N/A
Doc. No. 3600407

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of APR 09 2024.

DIANA J.S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 4/22/24
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on APR 09 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry L. Foster III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage APR 22 2024.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By Kristell Medina, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 315459

Passed by the Council of The City of San Diego on April 9, 2024, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, FOSTER, VON WILPERT, LEE,
CAMPILLO, MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315459 approved on April 9, 2024. The date of final passage
is April 22, 2024.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

