



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #7
TO
CONTRACT NUMBER CTR005751
FORMERLY CONTRACT E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract CTR005751 (E194-73737) effective November 6, 2015 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) Renew the contract for an additional year, B) Update General Terms and Conditions in accordance with APSPM PIM 43. All changes are effective January 6, 2025, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract CTR005751, "Renewal of Contract"

The contract is renewed for an additional term beginning January 6, 2025 and running through January 5, 2026 with One (1) one-year renewal periods remaining in accordance with this section.

B. Reference: Contract CTR005751, "Terms and Conditions"

Term Contract Extensions is added to the contract in accordance with APSPM PIM 43 as follows:

CONTRACT EXTENSIONS: In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR005751 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther

NAME: Dan Luther
Printed Name

TITLE: VP, Sales

DATE: 12/17/24

COMMONWEALTH OF VIRGINIA

BY: Brandon Amsel

NAME: Brandon Amsel
Printed Name

TITLE: Statewide Sourcing & Contracting Officer

DATE: 12/18/2024



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #6
TO
CONTRACT NUMBER CTR005751
FORMERLY CONTRACT E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This MODIFICATION #6 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract CTR005751 (E194-73737) effective November 6, 2015 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) Renew the contract for an additional year, B) Add flat fee to the two (2) lowest tiers and tankwagon deliveries, C through F) Update General Terms and Conditions. All changes are effective January 6, 2024, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract CTR005751, "Renewal of Contract"

The contract is renewed for an additional term beginning January 6, 2024 and running through January 5, 2025 with Two (2) one-year renewal periods remaining in accordance with this section.

B. Reference: Contract CTR005751, "Changes to the Contract"

The following fees are added to the contract:

- \$400 flat fee for orders between minimum order amount to 3,999 gallons of gasoline or minimum order amount to 2,999 gallons of diesel. If the combined total of gallons for an order to be delivered on the same truck and at the same time falls below 4,000 gallons, the \$400 fee shall apply.
- \$250 flat fee for orders between 4,000 to 5,999 gallons of gasoline or 3,000 to 4,999 gallons of diesel. If the combined total of gallons for an order to be delivered on the same truck and at the same time is equal to or greater than 4,000 gallons but does not exceed 5,999, the \$250 fee shall apply.
- \$150 flat fee for all Tankwagon orders.

All fees may be applied to an invoice at the contractor's discretion and shall be included as a separate line on invoices when applied.

C. Reference: Contract CTR005751, "General Terms and Conditions Vendors Manual"

Term is changed to the language below in accordance with APSPM PIM 42:

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".

D. Reference: Contract CTR005751, "General Term and Condition *Default*"
Term is changed to the language below in accordance with APSPM PIM 42:

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

E. Reference: Contract CTR0057515, "General Term and Condition *Announcement of Award*"
Term is changed to the language below in accordance with APSPM PIM 42:

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

F. Reference: Contract CTR005751, "General Term and Condition *eVA Vendor Registration*"
Term is changed to the language below in accordance with APSPM PIM 42:

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

[SIGNATURE PAGE TO FOLLOW]

The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR005751 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

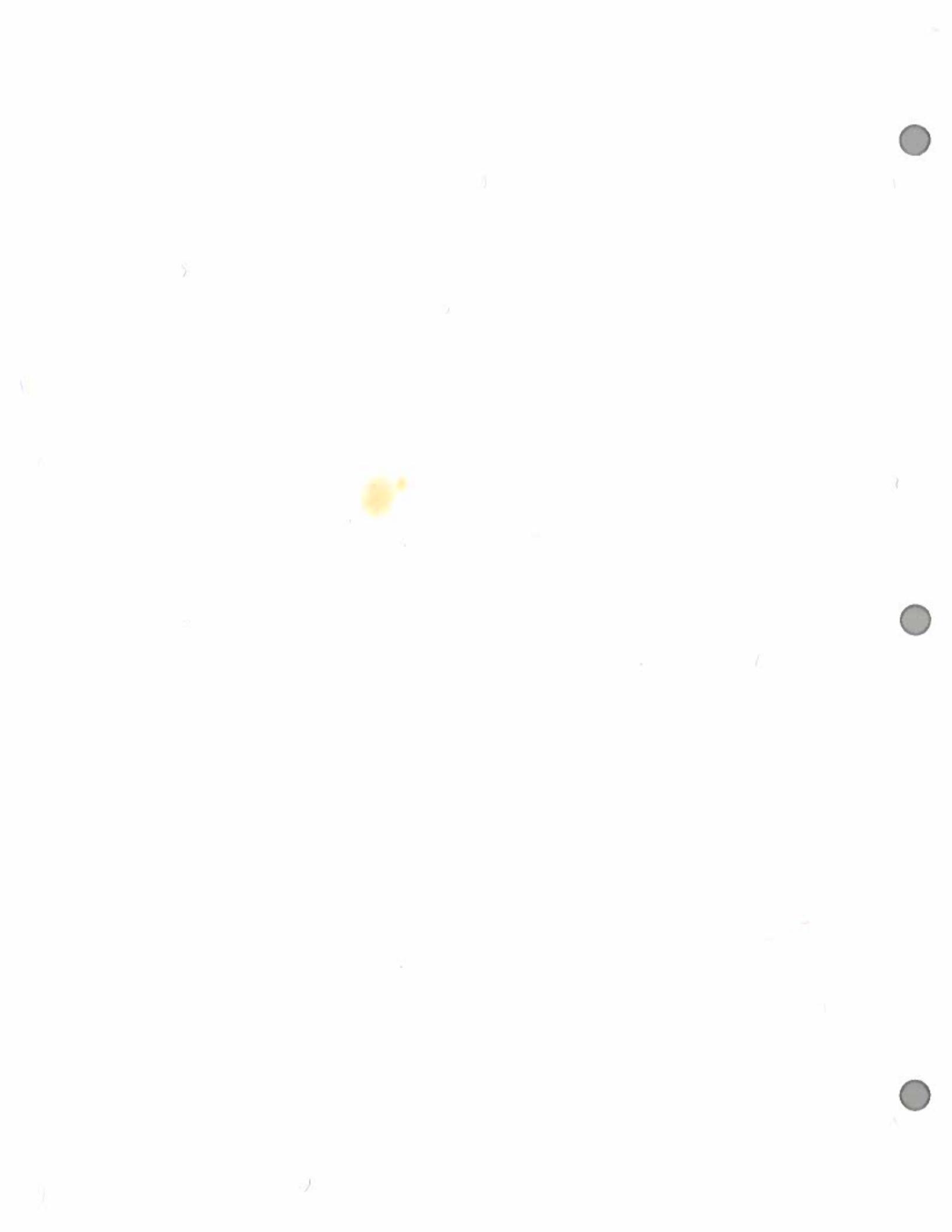
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: _____
NAME: _____
Printed Name
TITLE: _____
DATE: _____

COMMONWEALTH OF VIRGINIA

BY: _____
NAME: _____
Printed Name
TITLE: _____
Statewide Sourcing & Contracting Officer
DATE: _____





DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #4

TO

CONTRACT NUMBER CTR005751
FORMERLY CONTRACT E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract CTR005751 (E194-73737) effective November 6, 2015 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) Change the contract number; B) Renew the contract for an additional year. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract E194-73737, "Changes to Contract"

Due to the new Commonwealth of Virginia e-procurement system, the contract number has changed from E194-73737 to CTR005751.

B. Reference: Contract CTR005751, "Contract Document Section 4, *Renewal of Contract*"

The contract is renewed for an additional term beginning January 6, 2023 and running through January 5, 2024 with Three (3) one-year renewal periods remaining in accordance with this section.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther
NAME: Dan Luther
Printed Name
TITLE: VP, Government Sales
DATE: 1/6/2023

COMMONWEALTH OF VIRGINIA

BY: Brandon Amsel
NAME: Brandon Amsel
Printed Name
TITLE: Statewide Sourcing & Contracting Officer
DATE: 1/6/2023



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

RENEWAL #3
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This RENEWAL #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the renewal of Contract E194-73737 effective November 6, 2015, as amended, hereinafter referred to as the "Contract" or "Agreement."

The purpose of this modification is to document both parties' agreement to A.) Renew the Contract, B.) Revise modified General Terms and Conditions: *Vendors Manual, Anti-Discrimination, and Nondiscrimination to Contractors*, C.) Add General Term and Condition: *Civility in State Workplaces* due to legislative changes, and D.) Add Special Term and Condition: *Federally Imposed Tariffs*. All changes are effective when both parties have signed this renewal and shall be included in any subsequent modifications and renewals.

A. Reference: Contract E194-73737, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning January 6, 2021 through January 5, 2022.

B. Reference: Contract E194-73737, "Vendors Manual", "Anti-Discrimination", Non-Discrimination to Contractors"

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or

any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

NONDISCRIMINATION OF CONTRACTORS: A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

C. Reference: Contract E194-73737, "Changes to Contract," add the following to the General term and condition.

CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater

expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

D. Reference: Contract E194-73737, "Changes to Contract," add the following to the Special term and condition.

FEDERALLY IMPOSED TARIFFS: In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors books, accounts, and other records related to this Agreement and contractor's

costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther
Dan Luther (Dec 16, 2020 09:29 EST)

NAME: Dan Luther
Printed Name

TITLE: VP, Government Sales

DATE: 12/16/2020

COMMONWEALTH OF VIRGINIA

BY: John Doe

NAME: Ryan Thompson, VCO
Printed Name

TITLE: Statewide Sourcing & Contracting Officer

DATE: 12-28-2020



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

RENEWAL #2
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This RENEWAL #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the renewal of Contract E194-73737 effective November 6, 2015, as amended, hereinafter referred to as the "Contract" or "Agreement."

The purpose of this modification is to document both parties' agreement to renew the contract.

Reference: Contract E194-73737, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning January 6, 2020 through January 5, 2021.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged. This renewal is hereby incorporated into and made an integral part of the Agreement.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY:

NAME: Josh Epperson

Printed Name

TITLE:

Director of Government Services

DATE:

12/10/2019

COMMONWEALTH OF VIRGINIA

BY:

NAME: Ryan Thompson, VCO

Printed Name

TITLE:

Statewide Sourcing & Contracting Officer

DATE:

12-11-19

**MODIFICATION #1
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY**

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-73737 effective 11/09/2015, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to modify the contract to include the goods and services described in Attachment 1, entitled Emergency Fueling Specifications, I-64 Lane Reversal. All changes are effective beginning April 11, 2016.

A. Reference: Contract E194-73737, Section entitled General Terms and Conditions, Sub-Section entitled Changes to the Contract

Both parties hereby agree to the additional terms and conditions for the provision of goods and services as described in Attachment 1, entitled Emergency Fueling Specifications, I-64 Lane Reversal. This modification shall remain in effect until and shall not extend beyond the end of the term of the Agreement.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

Mansfield Oil Company

BY: Josh Boperson
NAME: Josh Boperson
Printed Name
TITLE: Director, Government Services
DATE: 5/5/16

COMMONWEALTH OF VIRGINIA

BY: Adam Phillips
NAME: Adam Phillips, VCO
Printed Name
TITLE: Statewide Strategic Sourcing Officer
DATE: 5/10/16

**E194-73737 MODIFICATION #1
ATTACHMENT 1
EMERGENCY FUELING SPECIFICATIONS, I-64 LANE REVERSAL**

PURPOSE:

The Contractor, Mansfield Oil Company, shall furnish all labor, goods, equipment, materials and services necessary to provide emergency fueling operations to the Virginia Department of Transportation (VDOT) to supply, deliver, and dispense unleaded gasoline and diesel fuel in to vehicles at designated areas along Interstate 64 and Route 58 during an emergency evacuation. The emergency area to be serviced is approximately 70 miles of Interstate 64, East (EB) and West bound (WB), between the Hampton Roads Bridge tunnel and Interstate 295, and Route 58 WB.

The services shall be provided during a **Governor declared lane reversal evacuation from the Hampton Roads area due to a hurricane or any other emergency evacuation.**

SCOPE OF WORK:

Mansfield shall provide emergency fueling operations to include all labor, equipment, and fuels in accordance with the specifications contained herein and certify and guarantee the following:

1. Supply up to thirty four (34) tank wagon fueling trucks as follows:

I-64, Mile Marker - 255

No. of Tank Wagon Fueling Trucks	Fuel Type	Gallons per Tank Wagon Fueling Truck	Location
6	Gasoline 87 Octane or higher	2,800	I-64 EB mile marker 255, Collector Distributor (CD)
2	Diesel	2,800	Road at Jefferson Avenue

I-64, Mile Marker - 213

No. of Tank Wagon Fueling Trucks	Fuel Type	Gallons per Tank Wagon Fueling Truck	Location
6	Gasoline 87 Octane or higher	2,800	I-64 EB mile marker 213, New Kent Rest Area
1	Diesel	2,800	

I-64, Mile Marker - 203

No. of Tank Wagon Fueling Trucks	Fuel Type	Gallons per Tank Wagon Fueling Truck	Location
6	Gasoline 87 Octane or higher	2,800	I-64 EB mile marker 203, Sandston Weigh Station
1	Diesel	2,800	

Route 58

No. of Tank Wagon Fueling Trucks	Fuel Type	Gallons per Tank Wagon Fueling Truck	Location
6	Gasoline 87 Octane or higher	2,800	Rt. 58 WB, at Suffolk Weigh Station, 1.32 miles west of the Chesapeake City Line
1	Diesel	2,800	

TBD, ONLY as needed

No. of Tank Wagon Fueling Trucks	Fuel Type	Gallons per Tank Wagon Fueling Truck	Location
4	Gasoline 87 Octane or higher	2,800	
1	Diesel	2,800	TBD, ONLY as needed

2. Each tank wagon fueling truck shall carry a minimum of 2,800 gallons of gasoline or a minimum of 2,800 gallons of diesel fuel, as described above.
3. The Contractor shall supply unleaded gasoline containing at least 87 Octane Reformulated Gasoline (10% Ethanol). If 87 gasoline is no longer available, VDOT may order 89, 91, or a higher octane. The Contractor shall provide Ultra Low Sulfur Diesel.
4. Each tank wagon fueling truck shall be equipped with a fuel nozzle capable of fueling passenger and commercial vehicles and a meter for measuring each gallon of fuel dispensed.
5. The Contractor shall maintain an accurate log/record of all fuels and quantities dispensed. The Contractor's invoice must include a copy of the terminal tare slip and a copy of the dispensed fuel log.
6. Each distribution of gasoline into an auto shall be approximately 5 gallons and Each distribution of diesel into a truck shall be approximately 10 gallons.
7. The Contractor must mobilize tank wagon fueling trucks and be on site ready to dispense fuel within 24 hours of notice from VDOT.
8. The Contractor shall only mobilize at the specific written direction of the VDOT Representative authorized to do so, which is the VDOT Field Operations and Emergency Response Coordinator, John Scrivani, who can be reached at 804-592-7876. The initial 24 hour mobilization period shall begin only when the Contractor has confirmed the legitimacy of such request and the Contractor has responded to the VDOT Representative with live, verbal, confirmation of receipt of request to mobilize.
9. The Contractor shall be staged at the specified locations and prepared to dispense fuel by the date and time given by the VDOT Representative. The Contractor shall remain until given notice to de-mobilize by the VDOT representative.
10. Upon such time that the notice to de-mobilize has been given, the fuel remaining in the

Contractor's tank wagon fueling trucks shall be distributed pursuant to the written direction of the Director of the VDOT Maintenance Division, Erle Potter, who can be reached at 804-337-7167. The Contractor will be allowed to charge for the price of the remaining fuel, as agreed to pursuant to the original contract, as well as an additional \$2.65 per mile traveled directly from the location where the tank wagon fueling truck was stationed during the lane reversal to the location where the fuel is to be dropped off.

11. The Contractor shall have all equipment fueled and ready to begin operations upon arrival at the job site. The Contractor shall provide any labor, equipment, and accessories required to dispense fuel efficiently in to the vehicles.
12. The Contractor shall ensure all personnel and equipment comply with all Occupational Safety and Health Administration (OSHA) and Virginia Occupational Safety and Health Standards (VOSH) and that all personnel wear the appropriate safety supplies and equipment while on the job site.
13. The Contractor's employees shall be clearly identifiable as employees of the Contractor.
14. The Contractor shall operate a redundant, self-contained communications system for communication with crews dispatched to the staging areas during the emergency.
15. The Contractor shall be solely responsible for providing any and all lodging and meals required for their employees.
16. The Contractor shall submit a detailed invoice for the goods and services provided which shall include copies of the terminal tare slips and copies of the dispensed fuel logs. The invoice shall also include a detailed accounting of the hours charged per truck type and additional driver, as may be required. The agreed upon hourly rate shall be as follows:
 - i. Tank Wagon Fueling Truck: \$175 per hour per tank wagon fueling truck (includes one driver/dispenser)
 - ii. Transport Fueling Truck: \$200 per hour per transport fueling truck as needed only (includes one driver/dispenser)
 - iii. Additional Driver/Dispenser: \$65 per hour as needed only



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #2
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-73737 effective November 6, 2015 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to update the Emergency Pricing Section of the contract. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract E194-73737, "Emergency Pricing"

Replace the Emergency Pricing section with the below:

B. Emergency Pricing:

- Event and Structure:** In the event of demand spikes, regional or industry wide motor fuel shortages, urgent need, state declared emergencies, or catastrophe, which may be collectively referred to herein as an "Event," the contractor shall notify the DPS Contract Officer of the need to switch to Emergency Pricing. The Contractor shall demonstrate the reason for the Emergency Pricing and how long the contractor expects the Event to impact operations. The DPS Contract Officer will then review and approve the Emergency Pricing and how long and where it will be in effect. Emergency Pricing will also go into immediate effect following the declaration any mandated State of Emergency (or similar Commonwealth Proclamation) and Emergency Pricing shall end when the State of Emergency has ended. During Emergency Pricing, the Contractor may charge the actual cost for the fuel plus the actual cost for freight plus a fixed mark up of \$.0250 per gallon until the Event has ended. Emergency Pricing will be considered unreasonable if not approved by the DPS Contract Officer and it is not a State of Emergency.
- Fuel from Non-Contract Terminals and Pricing Volatility:** If during the Event, fuel cannot be provided from the Terminals listed in the contract or if the current prices for the Terminals listed in the contract exceed the standard contractually permitted prices, the Contractor shall provide notice alongside their quote to the Authorized Users who request pricing during the Event. The notice can be a remark added to the quote, a part of the email to the Authorized User that includes the quote, or an attachment provided with the quote. The notice shall include a statement that the fuel provided is from the closest most reasonable terminal. As part of that notice, the Contractor shall, to the extent possible, provide an estimate of fuel and freight costs and make it clear to the Authorized User that the pricing may increase by the time the fuel is actually delivered. Only after the Authorized User has been made aware of this information and has agreed to the variable nature of the pricing, shall the Contractor commence the process to pull and deliver fuel from the most reasonable terminal. Should the Authorized User decline these conditions, the Contractor shall let the Authorized User know that the delivery will have to wait until the end of the Event.
- Additional Delivery Contractors:** If the Contractor has to contract with additional vehicles and/or drivers during the Event, the Contractor shall notify the DPS Contract Officer and provide a justification which states an estimated cost, an estimated length of time these assets will be used, and a reason why these additional assets are needed (such as a driver strike, pipeline issue, natural disaster disrupting logistical networks,

etc.). If the Parties agree the added cost of these additional assets reasonable, the Contractor shall proceed to factor that cost into their freight costs for each emergency delivery. Records on all of these additional vehicles and/or drivers, their cost to the Contractor, and the formula for how the Contractor incorporated those costs into their delivery costs shall be provided to the DPS Contract Officer at the conclusion of the Event.

4. **Actual Cost of Freight:** Under Emergency Pricing, the "actual cost of freight" shall be the actual cost to deliver the product to the Authorized User. The Contract shall provide proof of the freight costs billed to the Commonwealth. Should the Contractor deliver split orders or be charged a flat rate fee, the Contractor shall provide calculations for the fuel charges that appear on the Invoices provided to the Commonwealth on a per gallon basis.
5. **Freight Costs From Contract Terminals:** Deliveries within the contracted delivery zones (defined in the contract as "Districts") that are still using the Terminal listed in Table 3 of the Pricing Structure will be flagged as unreasonable if the "Actual Cost of Freight" is 5% greater than the contract pricing. If during a review **after** the Event the Commonwealth flags pricing as unreasonable, the Contractor shall provide justification for why the Actual Cost of Freight is greater than the contract. Justifications will be evaluated on a case by case basis and part 3. Additional Delivery Contractors will be taken into account by the Commonwealth.
6. **Emergency Pricing Records:** Contractor shall keep all records related to any order fulfilled under this Emergency Pricing clause during an event. During the Event, the Contractor shall provide a weekly report to the DPS Contract Officer when that report is requested by the DPS Contract Officer. This report shall list all orders fulfilled under this Emergency Pricing provision for the time period requested by the DPS Contract Officer. This report shall contain at a minimum Agency, Delivery Location, fuel type(s) delivered, original estimated price, and fuel volumes delivered. The report will be due within 5 business days of the request by the DPS Contract Officer. If the emergency is still ongoing and the report cannot be issued in that time, the Contractor shall notify the DPS Contract Officer of the delay and why.

The Contractor shall retain all Bill of Ladings or other documentation that proves the actual cost of each order delivered under the Emergency Pricing Clause. At the end of the Event, DPS reserves the right to audit or inspect any and all documentation related to fuel provided to the Commonwealth. After all final billing for the event has occurred, any orders whose records are requested for audit or inspection shall be provided to the DPS Contract Officer within five (5) business days.

7. **Unreasonable Costs:** Following the conclusion of the Event, if it is found that the Contractor charged more than the actual costs listed in part 1. Structure, the Contractor shall reimburse the Authorized Users who were overcharged on any orders billed under the Emergency Pricing clause by providing the difference between the actual cost and the billed amount.
8. **Continuity of Pricing:** For any of the contracted delivery zones unaffected by a localized Event, pricing shall follow the standard contract pricing.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther
NAME: Dan Luther
Printed Name
TITLE: VP, Government Sales
DATE: 9/15/2021

COMMONWEALTH OF VIRGINIA

BY: Ryan Thompson
NAME: RYAN THOMPSON, VCO
Printed Name
TITLE: Statewide Sourcing & Contracting Officer
DATE: 9-15-2021



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #3
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-73737 effective November 6, 2015 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A. update the Emergencies and Emergency Pricing Section of the contract, B. update the Authorized Representative section, and C. update the Material Safety Data Sheet section. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract E194-73737, "Emergencies" and "Emergency Pricing" from Modification 2

The II.B.Emergency Pricing on page A-20, which was rewritten in Modification 2, is deleted in its entirety. Section I.6. Emergencies on page A-9 of the contract is deleted and replaced with the below language:

6. Emergency Events and Pricing during Events: An "Emergency Event" is defined as any situation where there are demand spikes for fuel, regional or industry wide motor fuel shortages, urgent fuel need, a state declared emergency, or catastrophe disrupts the operations of this contract in a defined portion or whole of the Commonwealth and for a defined period. In order for this section to come into effect, the Emergency Event must be recognized by the Commonwealth. Section c and d of this clause shall not be active outside the window of any recognized Emergency Event unless the Division of Purchases and Supply(DPS) activates them under section b.

- a. **How an Emergency Event is recognized:** the Commonwealth will recognize an Emergency Event, in the following ways:
 - i. **A State of Emergency is Declared by Virginia Authorities:** If a State of Emergency is declared by the Governor or whoever has been delegated the responsibility to make such a declaration by the Governor, an Emergency Event shall be immediately recognized. The Emergency Event in this instance will have a start date of the declaration and apply to the impacted areas listed on the declaration. If there is not a set date for the declaration to end, a date can be set by agreement between the Contract Officer and Contractor.
 - ii. **A State of Emergency is Declared by Federal Authorities:** An Emergency Event shall be immediately recognized if a Federal Declaration of Emergency includes the whole of Virginia. The Emergency Event in this instance will have a start date of the declaration and apply to the impacted areas listed on the declaration. If there is not a set date for the declaration to end, a date can be set by agreement between the Contract Officer and Contractor. If a declaration does not specify Virginia but impacts the Contractor's ability to perform the work, the Contractor shall notify the contract officer per iv. Approval from the Contract Officer.

- iii. **A State of Emergency is Declared by a State where a terminal is located:** If a State of Emergency is declared by a state where one of the Contract Terminals is located, recognition of the Emergency Event shall follow iv. Approval from the Contract Officer.
- b. **Situations of Critical Need Where there is no Recognized Emergency Event:**
 - i. **Contractor Requested Emergency Pricing or Delivery Flexibility:** If there is not a Recognized Emergency Event but there is a situation, not caused by the Contractor, that affects the Contractor's ability to meet the obligations of the contract, DPS may allow the Contractor to utilize Emergency Pricing. This shall be on a case by case basis and will be superseded by any Recognized event.
 - 1. In order for this request to be allowed, Contractor shall notify the Contract Officer of the need to utilize Emergency Pricing. In that notification, Contractor shall provide the following for DPS's review:
 - a. A list what VDOT districts or locations will be affected
 - b. Provide a reasoning for why Emergency Pricing is needed
 - c. Provide a date for when the Emergency Pricing should end
 - d. Any documentation that is relevant to the request
 - 2. DPS will review the request and, if approved, the DPS Contract Officer will inform the Contractor of how long the Emergency Pricing has been approved for and what areas it will be allowed in. If the situation is critical enough, DPS may direct the Contractor to follow the language of c. **During a Recognized Emergency Event, Contractor Shall** despite there not being a Recognized event.
 - 3. If DPS does not see a need for Emergency Pricing but a definite supply chain issue, not caused by the contractor, exists, DPS may grant the Contractor increased flexibility for delivery times such as increasing the delivery lead time (i.e. the time between the placement of the order and when the fuel is actually delivered). DPS will then notify Authorized Users of the increased lead times of orders placed during this period. How this flexibility is defined and over what period it will be in effect is up to DPS.
 - ii. **DPS Directed Delivery to Non-Contracted Districts:** As this is a critical contract with more than one Contractor supplying fuel, DPS may request a Contractor deliver fuel to another a district they do not have in their contract. This shall only occur if there is a critical fuel need where another contractor cannot make a delivery in the district they are contractually responsible for and where DPS has explicitly directed the Contractor to make that delivery. This shall be an allowance and the Contractor has the right to refuse this request. Pricing for these deliveries shall fall under the Emergency Pricing clause. If a Contractor makes a delivery under this contract to a district they are not contracted for without DPS approval, it will be considered a violation of this contract.

c. **During a Recognized Emergency Event, Contractor shall:**

 - i. Prioritize deliveries in the impacted districts. This prioritization shall be based on the below list unless the Virginia Department of Emergency Management (VDEM) dictates new priorities during the Emergency Event. Contractor shall prioritize orders in this order:
 - 1. Authorized Users that are first responders and emergency facilities
 - 2. Essential commercial operations
 - 3. Non-essential government operations. Contractor may ask for clarification from the Contractor Officer if it is not clear what is non-essential
 - 4. Spot buy and non-contract customers of the Contractor
 - ii. Work with high volume locations, to include but not limited to VDOT locations, to top off their tanks prior to anything that may impact deliveries during the Emergency Event; and,
 - iii. Communicate with all sites that may be affected by the Emergency Event to share information regarding expected fuel supply availability for delivery. If this is not possible, Contractor shall relay all relevant information to the Contract Officer so DPS can provide updates to the Authorized Users.

- iv. Contractor may reduce, increase or delay loads depending on the nature of the Emergency Event and the immediate need of the Authorized User in order to ensure that no Authorized User will run out of fuel.
- v. After the Emergency Event, the Contractor may be asked to debrief with DPS or Commonwealth officials.

d. **Emergency Event Pricing:** During the recognized Emergency Event, Contractor may charge cost for the fuel plus a fixed mark up of \$.025 per gallon plus the actual cost for freight. The formula for this price shall be:

Emergency Price = (Gallons * .025) + Cost of Fuel + Actual Cost of Freight

The following terms shall apply to the pricing:

- i. **Fuel from Non-Contract Terminals and Pricing Volatility:** If during the Event, fuel cannot be provided from the Terminals listed in the contract or if the current prices for the Terminals listed in the contract exceed the standard contractually permitted prices, the Contractor shall provide notice to the Contract Officer so that DPS may notify Authorized Users of the changed pricing. Contractor shall provide a quote prior to delivery if a quote is requested by an Authorized User. On any quotes provided during the Event, the Contractor shall, to the extent possible, provide an estimate of fuel and freight costs and make it clear to the Authorized User that the pricing may increase by the time the fuel is actually delivered. Only after the Authorized Users have been notified to the variable nature of the pricing, shall the Contractor commence the process to pull and deliver fuel from the most reasonable terminal. Should an Authorized User decline these conditions, the Contractor shall inform Authorized Users that decline these conditions that their delivery will have to wait until the end of the Emergency Event.
- ii. **Additional Delivery Contractors:** If the Contractor has to contract with additional vehicles and/or drivers during the Emergency Event, the Contractor shall notify the DPS Contract Officer and provide a justification which states an estimated cost, an estimated length of time these assets will be used, and a reason why these additional assets are needed (such as a driver strike, pipeline issue, natural disaster disrupting logistical networks, etc.). If both Contractor and Contract Officer agree that the added cost of these additional assets reasonable, the Contractor shall proceed to factor that cost into their freight costs for each emergency delivery. Records on all of these additional vehicles and/or drivers, their cost to the Contractor, and the formula for how the Contractor incorporated those costs into their delivery costs shall be provided to the DPS Contract Officer at the conclusion of the Emergency Event.
- iii. **Actual Cost of Freight:** Under Emergency Pricing, the "actual cost of freight" shall be the actual cost to deliver the product to the Authorized User. The Contract shall provide proof of the freight costs billed to the Commonwealth. Should the Contractor deliver split orders or be charged a flat rate fee, the Contractor shall provide calculations for the fuel charges that appear on the Invoices provided to the Commonwealth on a per gallon basis.
- iv. **Freight Costs From Contract Terminals:** Deliveries within the contracted delivery zones (defined in the contract as "Districts") that are still using the Terminal listed in Table 3 of II.B.Pricing Structure will be flagged as unreasonable if the "Actual Cost of Freight" is 5% greater than the contract pricing. If during a review **after** the Emergency Event the Commonwealth flags pricing as unreasonable, the Contractor shall provide justification for why the Actual Cost of Freight is greater than the contract. Justifications will be evaluated on a case by case basis and part ii. Additional Delivery Contractors will be taken into account by the Commonwealth.
- v. **Emergency Pricing Records:** Contractor shall keep all records related to any order fulfilled under this Emergency Pricing clause during an Emergency Event. During

Emergency Event, the Contractor shall provide a weekly report to the DPS Contract Officer when that report is requested by the DPS Contract Officer. This report shall list all orders fulfilled under this Emergency Pricing provision for the time period requested by the DPS Contract Officer. This report shall contain at a minimum Agency, Delivery Location, fuel type(s) delivered, original estimated price, and fuel volumes delivered. The report will be due within 5 business days of the request by the DPS Contract Officer. If the emergency is still ongoing and the report cannot be issued in that time, the Contractor shall notify the DPS Contract Officer of the delay and why.

The Contractor shall retain all Bill of Ladings or other documentation that proves the actual cost of each order delivered under the Emergency Pricing Clause. At the end of the Emergency Event, DPS reserves the right to audit or inspect any or all documentation related to fuel provided to the Commonwealth. After all final billing for the Emergency Event has occurred, any orders whose records are requested for audit or inspection shall be provided to the DPS Contract Officer within five (5) business days.

- vi. **Unreasonable Costs:** Following the conclusion of the Emergency Event, if it is found that the Contractor charged more than the formula specified in, the Contractor shall reimburse the Authorized Users who were overcharged on any orders billed under the Emergency Pricing clause by providing the difference between the actual cost and the billed amount. Pricing shall also be unreasonable if Emergency Pricing is charged outside a recognized Emergency
- vii. **Continuity of Standard Pricing:** For any of the contracted delivery zones unaffected by a localized Emergency Event, pricing shall follow the standard contract pricing
- viii. **Conclusion of the Emergency Event:** Emergency pricing shall end when the declared State of Emergency ends or at the agreed upon date. If the Emergency Event is still ongoing after either of these dates, the contractor shall propose a new date the pricing shall end. The Contract Officer will then approve or deny the new date. If denied, the pricing shall revert to the standard contract pricing after the State of Emergency or the previously agreed date.

B. Reference: Contract E194-73737, "Authorized Representatives"

Replace 29. Authorized Representatives with the following:

29. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Any modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

C. Reference: Contract E194-73737, "Material Safety Data Sheets"

"31. Material Safety Data Sheets" shall be renamed "31. Safety Data Sheets" and the following shall replace the old language:

31. SAFETY DATA SHEETS

The Contractor shall provide to any Authorized User, upon their request, Safety Data Sheets and other descriptive literature for each chemical and/or compound available under this contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther
NAME: Dan Luther
Printed Name
TITLE: VP, Government Sales
DATE: 7/11/2022

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Ryan Thompson VCO
Printed Name
TITLE: Statewide Sourcing & Contracting Officer
DATE: 7-11-2022

**CONTRACT E194-73737
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

1. SCOPE OF CONTRACT

This is a Master Contract ("Master Contract" or "Contract" or "Agreement") between the Commonwealth of Virginia, Department of General Services Division of Purchases and Supply ("Commonwealth" or "DGS" or "DPS") and Mansfield Oil Company of Gainesville, Inc. (the "Contractor" or "Mansfield"), a corporation having its principal place of business at 1025 Airport Parkway, Gainesville, GA 30501 for the provision of bulk motor fuel goods and services ("Product" or "Products" or "Fuel" or "Services") to all Commonwealth state agencies, educational institutions, or any other public body, as defined in § 2.2-4301 entitled "Definitions" and § 2.2-4304 of the Virginia Public Procurement Act (VPPA), as amended, hereinafter referred to as "Authorized Users" pursuant to the Commonwealth's Request For Proposal #E194-163, dated April 24, 2015 (the "RFP") and the Contractor's proposal, dated June 15, 2015 in response thereto.

Contractor shall provide all Products and Services in accordance with the provisions of this Agreement upon receipt of a duly authorized order, as defined herein, from any Authorized User.

The Agreement is also available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. The aforementioned entities are collectively included hereinafter as Authorized Users for purposes of using this Master Contract.

To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, Authorized Users are to submit orders directly with Contractor through the Commonwealth's central electronic procurement website, "eVA," or as otherwise delineated with the ordering instructions contained herein.

2. INTERPRETATION OF CONTRACT

As used in this Contract, "product" and "deliverables" shall include all related services, materials, and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all executed orders and Attachments referencing the Contract (3) the RFP #E194-163; and (4) the Contractor's proposal submitted in response to the RFP.

The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. TERM

The initial term of this Contract shall be effective from November 6, 2015 through January 5, 2019 (Initial Term). All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

4. RENEWAL OF CONTRACT

The Initial Term of this Contract may be renewed for up to seven (7) additional one (1) year successive Renewal Term periods under the terms and conditions of the Contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew the Contract will be given approximately ninety (90) days prior to the expiration date of each Term period.

5. PRICE ESCALATION-DE-ESCALATION

Price adjustments may be permitted for changes in the Contractor's cost of providing Products and Services under this Contract. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No price increases will be authorized for two (2) years after the effective date of the Contract, with the exception that the prices for those items included in Appendix D, Listing of Available Parts may be adjusted at the times described in the Pricing Schedule. Price escalation for the Contractor's cost of Fuel used for transportation in providing Products and Services under this Contract may be permitted at the end of the initial two (2) years of the Contract and each six (6) months (approximately 180 calendar days) thereafter and only where verified to the satisfaction of the purchasing office and as agreed to in a contract modification executed in writing and signed by both parties. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the DGS Contracting Officer.

The DGS Office of Fleet Management Services (OFMS) will notify the Authorized Users utilizing this Contract and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the previous Contract prices. The Contractor is

further advised that decreases that affect the cost of Products or Services are required to be communicated in writing (email) immediately to the OFMS and the DGS Contracting Officer.

If the Commonwealth elects to exercise the option to renew the Contract for additional one-year Renewal Term periods, the same price adjustments as stated above will apply.

6. ADDITION/DELETION OF SERVICES

The Commonwealth recognizes that Products and Product line additions to the Contractor's standard commercial catalog offerings during the life of the Contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:

- A. The Contractor must permit the Commonwealth to modify the list of required motor fuel Products at any time to allow for progressive growth, knowledge, and advancements as well as any changes to federal, state, or local laws and codes.

The Contractor shall notify OFMS of new item(s) and product line(s) as they become available.

A contract modification must be agreed to in writing by both parties in order to add any new item(s) or product line(s) to the Motor Fuel Products List. The contract modification must be fully executed prior to any order being placed for the new item(s) or product lines(s).

The Commonwealth will consider motor fuel products list additions as follows:

1. Like Products

New Products will be categorized with similar Products or Product lines offered through any existing motor fuel products list or pricing schedule previously defined and agreed to by the Contractor and the Commonwealth. The previously agreed upon pricing schedule for the similar Products or Product lines will be applied to the proposed new Products.

The Contractor may submit, for the Commonwealth's consideration, documentation and proof of claim for pricing modification due to subtle differences in specifications for the addition of like Products. Pursuant to the Commonwealth's review and approval, these Products may be added by using the process for adding unlike Products, as described below.

2. Unlike Products

In the event the Contractor adds new Product(s) or Product line(s) which represent Products that are consistent with the type and class of Products covered under this Contract, but differ sufficiently from the Products or Product lines represented in the existing motor fuel products list and/or pricing schedule, then the Commonwealth and the Contractor may enter into negotiations to modify this Contract by establishing a pricing schedule for the new Product(s) or Product line(s). The Contractor must provide appropriate documentation to support its position for

separate pricing.

B. Other Products and Services, as described in the Contractor's proposal in response to RFP# E194-163, and any negotiated changes thereto, which are not included in **Attachment A**, entitled "Products, Services, and Pricing Schedule," may be added to the Contract pursuant to written agreement, negotiated and signed by both parties, to modify the contract. The contract modification must be fully executed prior to any order being placed for the other Products and Services.

7. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

8. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment,

except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

10. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

12. DEBARMENT STATUS

The Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or entering into contracts for the type of goods and/or services covered by the original solicitation, nor are they an agent of any person or entity that is currently so debarred.

13. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

14. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All Products or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which Authorized User is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an Authorized User of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. Contractor is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
 - b. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt

of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

15. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

16. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure Products and Services conform to the specifications.

17. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

18. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Commonwealth may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing

Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Commonwealth's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized, a markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Commonwealth with all vouchers and records of expenses incurred and savings realized. The Commonwealth shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Commonwealth within thirty (30) days from the date of receipt of the written order from the Commonwealth. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

19. DEFAULT

In case of failure to deliver Products or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

20. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

21. INSURANCE

The Contractor certifies that has the following insurance coverages. For construction services, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code

of Virginia. The Contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract.) Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

22. DRUG-FREE WORKPLACE

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based

organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Authorized User shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

26. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. For these purposes, the suite of Product(s)/Service(s) being offered by the Contractor to any particular public body in Virginia should be considered when determining if the Product(s)/Service(s) are the same as offered herein. This may include but not be limited to, for example, that the per gallon price of bulk motor fuel may be impacted by a public body's opting to put other services in to place above and beyond the ongoing delivery of bulk motor fuel. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase.

Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

27. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

28. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, as defined in the Code of Virginia §2.2-4301, and certain charitable corporations and private nonprofit institutions of higher education chartered in Virginia, as directed pursuant to Code of Virginia §2.2-1120 et seq may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by Virginia executive branch state agencies is mandatory for bulk motor fuel purchases, unless otherwise directed by the Department of General Services (DGS), Division of Purchases and Supply (DPS). The contract is optional-use for all other authorized users and all other goods/services described herein, unless it is deemed to be a mandatory source by their respective controlling legal authority, in coordination with DPS.

Authorized Users will be added to this Contract by written notice to the Contractor by the Office of Fleet Management Services (OFMS). Upon receiving the written notice, the Contractor shall establish an account for that Authorized User and shall provide OFMS with the setup information for the new user. OFMS will then transmit the information to the Authorized User.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. The Contractor shall notify OFMS in writing of the addition of any Authorized User.

The Commonwealth, DPS, and/or OFMS shall not be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that the Commonwealth, DPS, and/or OFMS are

not responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

29. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Adam Phillips, Contract Officer 1111 East
Broad Street
Richmond, VA 23218
Tel.: 804-786-0078
Fax: 804-786-5413
Email: adam.phillips@dgs.virginia.gov

MANSFIELD OIL COMPANY

Josh Epperson, Director, Government Services
1025 Airport Parkway
Gainesville, GA 30501
Tel.: 970-333-1475
Fax: 678-450-2234
Email: jepperson@mansfieldoil.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

30. LABELING OF HAZARDOUS SUBSTANCES

If any Products provided by the Contractor are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Contractor certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

31. MATERIAL SAFETY DATA SHEETS

The Contractor shall provide to any Authorized User, upon their request, Material Safety Data Sheets and other descriptive literature for each chemical and/or compound available under this contract.

32. EXTRA CHARGES NOT ALLOWED

The prices provide in Attachment A, entitled "Products, Services, and Pricing Schedule," shall be for the complete delivery of the Products and Services described herein, and shall include all applicable freight; extra charges will not be allowed.

33. QUANTITIES

The Contractor shall supply at bid prices the actual quantities as ordered, regardless of whether such total quantities are more or less than those estimates shown in the RFP.

34. SITE DAMAGES

Any damage caused by the Contractor and/or their sub-contractors to existing utilities, equipment, buildings or other property resulting from the performance of this Contract shall be repaired to the Authorized User's satisfaction at the Contractor's expense.

35. PRODUCT AVAILABILITY / SUBSTITUTION

During times of normal business operations an Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

36. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this Contract, Contractor certifies and warrants that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

37. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

38. SECTION 508 COMPLIANCE

All information technology which, pursuant to this Contract, is purchased or upgraded or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

39. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this agreement, is purchased or upgraded by

or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:

- A. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- B. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- C. Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- D. The Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

40. STANDARD SYSTEMS TECHNOLOGY RESPONSIBILITIES

Unless otherwise indicated in the RFP, the Contractor shall acquire and maintain, at no charge to the Commonwealth, the hardware and software required to host the Systems Technology, as described in Attachment A, Section K entitled Systems Technology. Authorized users will be responsible for maintaining their software and hardware used to access the Contractor's Systems Technology. The hardware and software on which the Systems Technology is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

- A. Contractor shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity required to provide the services in the RFP.

- B. Contractor shall be responsible for all telecommunication connections from the server hosting the Systems Technology to the Internet.
- C. Contractor may collect user-specific data only as necessary to provide the services described in the RFP. No information regarding any Authorized User or any Systems Technology User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.
- D. The Systems Technology will be made available to OFMS and/or designated Systems Technology Users, as specified in the RFP, at least ninety-nine percent (99%) of the total time during each month ("Uptime") less Excusable Downtime. For the purposes of the Contract, "Excusable Downtime" is defined as that period of time when the services are not available to OFMS or the Systems Technology Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, OFMS shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Contractor will use its best efforts to notify OFMS of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.
- E. Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Contractor's Systems Technology, (iii) an electric utility failure at Contractor's facility where the Systems Technology is hosted, or (iv) a network failure up to, but not including, the interconnection point of Contractor's network to the public switched telephone network.
- F. Contractor guarantees the Systems Technology will be available for use at least ninety-nine percent (99%) of the total time during each month, excluding Excusable Downtime.
- G. Contractor shall notify OFMS in writing at least sixty (60) days prior to any planned change(s) or Update(s) to the Systems Technology; its functionality; Content storage/backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Contractor subcontractor. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Systems Technology, as understood and agreed to between Contractor and DPS at Contract award. The purpose of this notice is to allow sufficient time for Contractor and OFMS to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.
- H. Contractor is responsible for documenting and maintaining any customizations made for operational use of the Systems Technology and/or for interoperability use with other systems or applications used by OFMS and paid for solely by OFMS. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Contractor to OFMS within ten (10) business days of the customizations' operational use. Contractor shall be required to routinely transfer knowledge regarding the Systems Technology and services, including Updates and all material changes, to OFMS in a reasonable manner to ensure proper and efficient use of Systems Technology and services without degrading performance thereof.

In addition, and at no additional cost to the Commonwealth, Contractor shall provide access to additional updates, features, and functionalities of the Systems Technology as are provided by Contractor to other customers of Contractor who require functionality similar to that of the Systems Technology provided to the Commonwealth. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Contractor website. Notwithstanding the provisions of this Section and except as agreed to in writing by DPS and Contractor, nothing in the Contract shall oblige Contractor to undertake any modifications to the Systems Technology, and all such modifications are at Contractor's sole discretion whether suggested by OFMS or another party.

41. GENERAL WARRANTY

Contractor certifies and warrants that the Systems Technology is in productive use in the proposed configuration.

Contractor certifies and warrants the services and Systems Technology described in the RFP and Contractor's proposal submitted in response thereto as follows:

Ownership

Contractor has the right to provide the Services, including access by OFMS and the System Technology Users, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

Licensed Services, Systems Technology, and Documentation

Contractor warrants the following with respect to the services and the Application:

- A. The Systems Technology is pursuant to a particular ("RFP"), and therefore such Systems Technology shall be fit for the particular purposes specified in the RFP and in the Contract. Contractor is possessed of superior knowledge with respect to the Systems Technology and is aware that DPS is relying on Contractor's skill and judgment in providing the services, including the Application;
- B. Contractor shall represent and warrant (i) that it shall perform the services in conformity to the specifications set forth in the RFP and the Contractor's proposal submitted in response thereto in a professional and workmanlike manner and (ii) that the services will not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.
- C. Contractor shall warrant that the Systems Technology and services will conform in all material respects to the requirements set forth in the RFP and the description of the Systems Technology provided in the Contractor's proposal submitted in response thereto.
- D. The Systems Technology provided hereunder will be at the current release level unless DPS specifies an older version;
- E. No corrections, work around or future Systems Technology releases provided by Contractor shall degrade the Systems Technology, cause any other warranty to be breached, or require OFMS and the Systems Technology Users to acquire additional hardware equipment or software;

F. Contractor shall warrant that all post-Acceptance Updates, changes, alterations or modifications to the Systems Technology by Contractor will be compatible with, and will not materially diminish the features or functionality of the Systems Technology, Services and/or Contractor Product when used on the equipment in accordance with the terms and conditions hereof.

Malicious Code

Contractor shall use its best efforts through quality assurance procedures to ensure that there will be no Computer Viruses or undocumented features in the Systems Technology accessed by OFMS or the Systems Technology Users; and the Systems Technology will not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to the Systems Technology. Contractor agrees that OFMS and the Systems Technology Users may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

Privacy and Security

Contractor shall warrant that Contractor and its employees, subcontractors, partners and third party providers will take all necessary and reasonable measures to ensure that the Systems Technology, services and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Contractor agrees to notify OFMS of any occurrence of such as soon as possible after discovery and provide OFMS with fixes or upgrades for security vulnerabilities within 30 days of discovery.

Operating System and Software Supportability

Contractor shall warrant that Contractor and its employees, subcontractors, partners and third party providers will take all necessary and reasonable measures to ensure that the Systems Technology, services, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Contractor, or its subcontractors, partners and third-party providers.

Access to Product and Passwords

Contractor shall warrant that the Systems Technology will not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Systems Technology or the hardware or software of OFMS or the Systems Technology Users. In addition, Contractor shall warrant that OFMS and the Systems Technology Users will be provided commercially reasonable uninterrupted access to the Systems Technology. Contractor shall also warrant that it will not cancel or otherwise terminate access to the Systems Technology by disabling passwords, keys or tokens that enable continuous use of the Systems Technology by OFMS and the Systems Technology Users during the term of the Contract. Contractor further shall warrant that the Application will be compatible with and will operate successfully on the equipment.

Open Source

Contractor will notify OFMS if the Systems Technology contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Contractor under the Contract.

Contractor's Viability

Contractor shall warrant that it has the financial capacity to perform and continue to perform its obligations under the Contract; that Contractor has no constructive or actual knowledge of a potential legal proceeding being brought against Contractor that could materially adversely affect performance of the Contract and that entering into the Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

THE OBLIGATIONS OF CONTRACTOR UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. CONTRACTOR MAKES NO OTHER WARRANTIES ABOUT THE SYSTEMS TECHNOLOGY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

42. LICENSED SERVICES

During the term of the Contract, Contractor shall agree to host the Systems Technology listed and described in the RFP and the Contractor's proposal submitted in response thereto on servers owned, operated, housed, and maintained by Contractor and shall make such Systems Technology available to Systems Technology Users through the Internet.

Contractor has acquired any and all license rights in the Systems Technology necessary and appropriate for Contractor to provide the Licensed Services. Contractor shall grant the Commonwealth and its Systems Technology Users a non-exclusive, transferable, worldwide license to access and use by any method the Systems Technology during the term of the Contract.

The license shall be held by the Commonwealth of Virginia.

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the Effective Date of the Contract, including access to the Systems Technology, or the fact that such other agreement may be presented at the time of accessing the Systems Technology ("click wrap"), the terms and conditions set forth herein shall supersede and govern licensing and use of all products and services hereunder.

43. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies.

This Contract will result in multiple purchase orders and the Contractor shall pay the Vendor Transaction Fee specified below.

The Vendor Transaction Fee is 0.50% of the Contractor's invoiced sales, which shall be paid quarterly. Each quarterly payment shall be submitted to the Commonwealth within 15 days after the end of the quarter and shall be substantiated by an itemized report of the invoiced sales used to calculate the payment for that quarter. The report shall be provided in an

Excel format and shall include the following itemized data:

1. Purchase Order Number
2. Purchasing Agency/Entity
3. Contractor's Invoice Number
4. Contractor's Invoice Date
5. Contractor's Invoice Amount
6. Unit Price
7. Fuel type
8. Number of gallons
9. Description of other Goods and/or Services provided

The check shall be made payable to the Treasurer, Commonwealth of Virginia and mailed to:

**Treasurer, Commonwealth of Virginia
DGS Fiscal Services
P.O. Box 562
Richmond, Virginia 23218**

Or to:

**Treasurer, Commonwealth of Virginia, DGS
Attn: Bryan Chamberlain
1111 E. Broad Street, 6th Floor
Richmond VA 23219**

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

Failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

44. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions; excluding the Participating Addendum as required for as stipulated under the section herein entitled "Use Of Contract By Third Parties." Notwithstanding the aforementioned, any documents signed by persons other than the Director, DPS Procurement or their authorized designee shall have no validity or effect upon the Contract.

45. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the applicable Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the Authorized User's decision on the claim, unless that Authorized User fails to render its decision within thirty (30) days. The decision of the Authorized User shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Commonwealth of Virginia, Department of General Services, its officers, agents and employees, including, without limitation, the Contracting Officer and applicable Authorized User, are executing this Agreement, or issuing any Orders hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth or Authorized User that is purchasing and receiving the Products or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, then Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any Order or support Services hereunder.

46. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealths, Department of General Services, the Contractor shall provide any information the Agency deems relevant to the Contractor's integrity or responsibility to provide the Services or Products, described herein.

47. ORDERS

Authorized Users shall issue orders (Order) for Products and/or Services from this Contract

by any of the following methods:

- a. eVA: State agencies shall issue an eVA Order for Products or Services through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>. Local government Authorized Users have the option to order using eVA.
- b. Purchase Order (PO): Any other duly authorized official Purchase Order issued by an Authorized User.

THIS ORDERING AUTHORITY IS SOLELY LIMITED TO ISSUING ORDERS FOR PRODUCTS AND SERVICES AVAILABLE UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

48. ORDER CHANGES

Any changes to be made once an Order has been provided to the Contractor must be made between the Authorized User and the Contractor. Both parties shall agree in writing to any changes and any increase or decrease in the price that may result as a consequence of the changes. No Order Changes may be made verbally. Only the Authorized User has the right to issue a change to any Order.

49. TERMINATION OF INDIVIDUAL ORDER

Any individual Order issued under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time by providing thirty (30) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience. .

50. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

51. CANCELLATION OF CONTRACT

The Contract Officer reserves the right to cancel and terminate any resulting Contract, in part or in whole or individual order, in part or in whole, without penalty, upon one hundred and twenty (120) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon

one hundred and twenty (120) days written notice to the other party. Any Contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

52. CONTINUITY OF SERVICE

The Contractor recognizes that the Products and Services provided under this Contract are vital to the Commonwealth and to each Authorized User and must be continued without interruption and that, upon Contract expiration, a successor, either the Commonwealth or another Contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. To make all Commonwealth and Authorized User owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
- c. That the Commonwealth Contracting Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to one hundred and twenty (120) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

53. MAINTENANCE MANUALS:

Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

54. WARRANTY (COMMERCIAL)

Contractor agrees that the Products or Services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such Products or Services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this Contract.

55. BREACH

A Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to deliver Products or Services on time as previously agreed upon between Contractor and Authorized User (b) fails to comply with any other term of the Order or this Agreement and fails to cure such noncompliance within ten (10) days or sooner as may be required herein

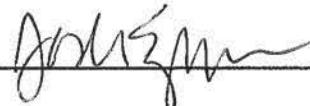
(or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) days after receiving same.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for the return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth or Authorized User to exercise any remedy available to it be construed as a waiver of or consent to any breach.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.

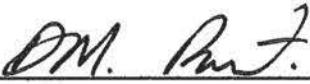
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY

BY: 

NAME: Josh Epperson
Printed

TITLE: Director, Government Services

DATE: 11-6-15

BY: 

NAME: DANA M. PARENT
Printed

TITLE: CONTRACT OFFICER

DATE: 11/9/15

ATTACHMENT A
TO
CONTRACT E194-73737-MA2110
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

PRODUCTS, SERVICES, AND PRICING SCHEDULE

“Attachment A” is hereby incorporated into and made an integral part of Contract E194-73737-MA2110 between the Commonwealth of Virginia and Mansfield Oil Company of Gainesville, Inc. In the event of any discrepancy between this “Attachment A” and the Contract, the provisions of the Contract shall control.

I. LISTING OF PRODUCTS AND SERVICES

All requirements stated in the Commonwealth’s RFP #E194-163, Section III, entitled “Statement of Needs”; including all Products and Services, as applicable and as delineated in Contractor’s proposal, submitted in response thereto, for the provision of the statewide bulk motor fuel program as delineated therein, in accordance with the following, or as otherwise stipulated in any subsequent Modification to this Contract shall be provided by the Contractor. The Listing of Products and Services Includes, but is not limited to, the following:

A. GENERAL: The Contractor shall furnish all labor, goods, equipment, materials and services necessary to provide Statewide Bulk Motor Fuel Program Products and Services to any public body, as defined in the Code of Virginia §2.2-4301, and to certain charitable corporations and private nonprofit institutions of higher education chartered in Virginia, as directed pursuant to Code of Virginia §2.2-1120 et seq.

The Contractor shall:

1. Deliver a broad spectrum of high quality bulk motor fuel Products to users throughout the Bristol, Salem, Lynchburg, and Hampton Roads VDOT districts, and any sub-districts therein, in an efficient and effective manner. The districts by which the Commonwealth has been divided into are shown in **Appendix A, Fuel District Map**;
2. Proactively manage demand spikes;
3. Provide Reliable Delivery of bulk motor fuel products to the Commonwealth’s public bodies.

Reliable Delivery shall be defined as the delivery of bulk motor fuel Products in a manner that meets or exceeds the requirements stated herein, during times of:

- a. Normal business operations;
- b. Spikes in Authorized User demand;
- c. Regional or industry wide motor fuel shortages;
- d. Times of Urgent Need, which shall be defined as times during which an Authorized User(s) is preparing for and/or responding to events, including but not limited to inclement weather, that may adversely affect the ability of the Authorized User’s citizens to undertake their

normal daily activities;

- e. State declared emergency; and,
- f. Catastrophe, which shall be defined as the times during which the United States Federal government declares a state of emergency within and/or outside of the Commonwealth of Virginia and during which the supply of motor fuel, its underlying ingredients, and/or the industry's manufacturing capability, is adversely affected. Catastrophes shall also include worldwide events, including but not limited to, weather events, acts of war, and cartel decisions that adversely affect the supply of motor fuel, its underlying ingredients, and/or the industry's manufacturing capability.

4. Ensure the Contractor's relationships with refineries, fuel terminals, and carriers collaborate to consistently provide reliable delivery of bulk motor fuel products and high quality customer service to Authorized Users.
5. The Contractor shall offer its full menu of Products and Services to the Commonwealth and all Authorized Users as part of this Contract. Those Products and Services include, but are not limited to:
 - a. Bulk Motor Fuel Products,
 - b. Fuel Management Services,
 - c. Diesel Exhaust Fluid and other Additive Products,
 - d. A web-based interface, currently called FuelNet,
 - e. Inventory Management,
 - f. Environmental Compliance Monitoring,
 - g. Fuel Dispensing Systems Operation and Installation (card readers), and,
 - h. Fuel Site Maintenance and Repair.

The Contract shall not offer to state agencies and institutions any goods or services, such as consignment fuel and fuel for generators, which are currently available through any other DPS statewide contract, without the express written consent of the Commonwealth.

B. MOTOR FUEL PRODUCT REQUIREMENTS: The Contractor shall provide motor fuel Products that conform to the applicable federal, state and local laws and codes of each Authorized User. The laws and codes include, but may not be limited to, the American Society for Testing and Materials (ASTM), Environmental Protection Agency (EPA), National Biodiesel Accreditation Commission (NBAC), American National Standards Institute (ANSI), and Occupational Safety and Health Administration (OSHA) requirements, regulations and guidelines applicable to regular, reformulated, diesel, biodiesel or any other types of motor fuel products. If the applicable laws and codes are modified during the term of the Contract, the Contractor must deliver motor fuel Products that comply with the modified laws and codes.

The Contractor shall provide Material Safety Data Sheets (MSDS) via email in an electronic format such as PDF to any Authorized User upon their request.

1. MOTOR FUEL PRODUCTS LIST: The Contractor shall provide the motor fuel products listed in **Appendix B, Motor Fuel Products List**. The Commonwealth reserves the right, at its sole discretion, to change the list of motor fuel by deletion of motor fuel products no longer needed.

2. PRODUCT QUALITY: The Contractor shall ensure all delivered bulk motor fuels are of a high quality and do not contain any foreign substance, sediment, water or any other contamination which may damage any Authorized User's vehicles or fuel storage tanks. Foreign substances shall include, but not be limited to, the group of bacteria, fungi and other contaminates commonly referred to as the "diesel bug."

The Contractor shall provide additive products to Authorized Users that opt to enhance the quality of the bulk motor fuel products above and beyond the minimum standards described herein. The available additive products shall include but not be limited to seasonal additives, biocide shock and biodiesel quality control additives. The Contractor shall provide consultation on and testing for the presence of additives and the desired specification or effect on fuel specifications of the additives. When the additives are to be provided by the Contractor, the testing and consultation shall be provided at no cost; if the additive is not provided by the Contractor, the cost shall be as described in **Section II, Pricing Schedule.**

When additives are provided by the terminal, the additives shall be injection blended. For additives provided by the Contractor, when injection blending is available via the equipment on a carrier's truck, the truck and injection blending service will be provided to the Authorized User in a priority manner. Otherwise, the Contractor will be allowed to splash blend additives at the Authorized User's fuel site through verified dropping of additive prior to unloading the bulk motor fuel.

3. PRODUCT TESTING: The Contractor's deliveries of bulk motor fuel products shall be subject to testing to ensure compliance with the applicable laws and codes and other product quality requirements described herein. All tests shall be made as per methods specified by the ASTM, unless otherwise agreed to in writing by OFMS and the Contractor.

The Contractor must allow Authorized Users to take test samples from delivery trucks. Samples will be sent to an independent lab or to the Virginia Department of Agriculture and Consumer Services (VDACS) or to any other Virginia Department with authority and capability to perform the testing. Samples will be tested for compliance with the requirements as described herein. When the test analysis shows the motor fuel product is in compliance with requirements, the Authorized User will pay for the test. When the test analysis shows the motor fuel product does not meet the requirements the Contractor shall pay for the test.

The Contractor shall pay for the test analysis when the motor fuel product does not meet the requirements beginning with the fourth delivery and thereafter. This exception shall not apply and the Contractor shall be responsible for all cost associated with remedying the deficiency if:

- a. Any tank is newly put into service or is currently having fuel provided by the Contractor; and/or,
- b. The water level has increased as a result of delivery as evidenced pursuant to any pre- and post-delivery tank gauge (i.e. Veeder-Root, or other similar gauge) or stick reading.

Additionally, product quality testing performed by the terminal and/or other storage facilities shall be made available to Authorized Users upon their request.

4. PRODUCT RETURN: Bulk motor fuel products that do not meet the product quality requirements stated herein and are judged by Authorized Users to be unacceptable may be rejected.

In such cases, the Contractor shall remove such motor fuel and replace it at no additional cost to the Authorized User. In addition, the Contractor shall be liable for all charges, labor, and/or materials, which includes but may not be limited to tank cleaning, necessary to bring contaminated tanks back to their pre-contaminated condition.

Evidence of fuel that does not meet the product quality requirements stated herein may include, but not be limited to, tank gauge and/or stick readings, as well as product testing. Pursuant to such evidence and upon determination of Contractor responsibility for delivering the fuel, the Contractor may propose an approach to correct the quality using additives or other means. In such cases, documentation will be provided to the Authorized User of the proposed approach and result prior to treatment.

If the quality cannot be corrected, the Contractor shall, at no cost to the Authorized User, remove the fuel; treat, clean, and/or vacuum the tank; and replace the fuel.

C. AUTHORIZED USER ACCOUNT SET UP: The Contractor shall set up Authorized User accounts pursuant to Section 28 of the Contract, entitled Use of Contracts By Third Parties, within 3-7 business days of notification by OFMS.

The Contractor may perform credit reviews of those Authorized Users that are charitable corporations and private nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and allowed to use the Contract pursuant to Virginia Code 2.2-1120, prior to account set up. If the credit review does not meet the Contractor's reasonable business requirements, the Contractor shall notify the Authorized User and provide their business justification for not providing the Product(s)/Service(s) described herein.

D. AUTHORIZED USER TRAINING: The Contractor shall provide training to Authorized Users throughout the term of the Contract. The training should include, but may not be limited to the following:

1. Getting started and set up with Mansfield;
2. Reviewing the Products and Services available through the Contract;
3. Fuel Contract pricing and measurement;
4. Assessing your fuel site requirements and operations;
5. Identifying best practices and practical solutions in maintaining fuel storage, operating fuel sites and reconciling fuel usage; and,
6. Technology offerings and usage.

Training may be onsite, via data or tele conference, or via onboarding packets that can be sent to Authorized Users electronically. Training shall be offered no less than annually to each Authorized User via a district-wide user group training session, individualized training, or some combination thereof.

E. ORDERS: The Contractor shall receive and process both standard and standing orders in a way that is administratively efficient for Authorized Users and insures that orders are fulfilled accurately.

1. **Standard Orders:** The Contractor shall allow for Authorized Users to place Standard Orders, which are individual orders for bulk motor fuel products, via the following methods:

- a. Toll free telephone, available 24 hours per day 7 days per week;
 - b. Email to the Contractor's staff dedicated to such purposes;
 - c. Electronic receipt, which shall include via eVA; and/or,
 - d. Direct entry into the Contractor's technology, called FuelNet.
2. **Standing Orders:** The Contractor must allow Authorized Users to set up Standing Orders for specific bulk motor fuel types and volumes on regular delivery schedules during normal business hours.

The Contractor also must provide Authorized Users with the capability to set up automatic delivery based on information transmitted via Veeder-Root, SMARTank, or other similar tank monitoring technology. The Contractor shall monitor tank inventory via these means and provide automatic delivery of the bulk motor fuel products at predetermined inventory levels as defined by the Authorized User. This service, called Daily Inventory Management, shall be provided by the Contractor for up to 300 Authorized User locations at no cost.

In order to receive Daily Inventory Management Services, the Authorized User will provide access to the data transmitted by their automatic tank gauge via phone line, wireless signal or other access to the device's I.P address, or otherwise.

Based on the data transmitted via the Authorized User's automatic tank gauge, the Contractor shall provide dispatch, alarm response, delivery confirmation and tank reconciliation and other usage information via FuelNet or other agreed upon means.

If additional equipment is required for Daily Inventory Management, the Contractor and the Authorized User may enter into an agreement for the provision and installation of such equipment pursuant to the fee structure described in **Section II, Pricing Schedule**. The Contractor must provide a quote to the Authorized User prior to the delivery of any Products and Services related to the installation of any automatic tank gauge equipment.

If the installation of automatic tank gauge equipment requires construction, additional terms and conditions shall be negotiated and agreed upon between the Authorized User and the Contractor prior to the delivery of the Products and Services to insure compliance with any applicable laws and ordinances. **In the event of any conflict, the terms and conditions of this Contract shall control.**

Authorized Users may expand these Services to include environmental monitoring and alarm monitoring pursuant to the fee structure described in **Section II, Pricing Schedule**.

F. DELIVERY OF MOTOR FUEL PRODUCTS: The Contractor must provide for the reliable delivery of the bulk motor fuel products included on the most current version of the motor fuel products list to any Authorized User.

Deliveries will only be accepted during normal business hours, which are considered to be Monday through Friday according to the hours of operation for each Authorized User's location. However, Authorized Users may allow for and request deliveries during weekend and non-normal business hours during times of demand spikes, regional or industry wide motor fuel shortages, urgent need, state declared emergencies, and catastrophes.

The Contractor must verify the Authorized User's normal business hours prior to delivery. All vehicles and equipment used in the delivery of motor fuel products shall be in good repair and operated by delivery personnel in a professional and workmanlike manner. The Contractor shall be responsible for the performance of all delivery personnel.

Authorized Users will have an established account set up with the Contractor prior to submitting an order for the delivery of bulk motor fuel products. Orders placed prior to 2 p.m. for Transport Load delivery sizes shall be delivered within 24 hours, with the exception that those orders placed on Friday will be delivered on the following Monday, unless authorization for a weekend delivery has been provided by the Authorized User. The Contractor shall make all other deliveries within 48 hours.

All deliveries shall be FOB Destination.

- Delivery Locations:** The Contractor must allow Authorized Users to add or remove delivery locations at their discretion and shall adhere to the security requirements of any Authorized User's delivery location(s).

Contractor shall provide Authorized Users with the opportunity to submit delivery instructions and security requirements, if any, upon the addition of any new location, to include new account set ups. Delivery instructions should include security requirements, driver instructions, and other special instructions for delivery. The Contractor shall print the delivery instructions on the orders dispatched to each carrier.

The Contractor may provide delivery service to unmanned locations through special setups, which should include dedicated carriers and drivers. Authorized Users' tanks at these locations should be set up for standing order via Daily Inventory Management. The Contractor shall verify delivery volumes through matching the invoiced volume on both the Bill of Lading and the Automatic Tank Gauge reports. Authorized Users may expand these services to include installation, management and operation of secured card readers controlling access to these locations pursuant to the fee structure described in **Section II, Pricing Schedule**.

If the installation of secured card readers requires construction, additional terms and conditions shall be negotiated and agreed upon between the Authorized User and Contractor prior to delivery of the Products and Services to insure compliance with any applicable laws and ordinances. **In the event of any conflict, the terms and conditions of this Contract shall control.**

- Delivery Notification:** The Contractor must give Authorized Users prior notice of when their bulk motor fuel product order will be delivered. The Contractor shall forfeit any applicable demurrage or diversion fees if prior notice is not given.

The Contractor should provide notification, via email, to Authorized Users at the time the delivery is dispatched to the carrier. However, for deliveries to unmanned locations, if the Authorized User requires their staff to be onsite at the time of delivery and provides a contact phone number, the Contractor will notify the Authorized User via phone one hour prior to arriving at the Authorized User's delivery location.

3. **Delivery Sizes:** The Contractor shall provide for the reliable delivery of bulk motor fuel products in any volume the Authorized User orders, which shall include providing delivery via transport truck or tank wagon as well as partial or split deliveries.

The Contractor shall provide accurate and verifiable measurements of the motor fuel product delivered. All delivery vehicles must be equipped with a flow meter or have some other reliable system for verifying the volume of bulk motor fuel that has been delivered. If a delivery vehicle has a flow meter, then the Contractor shall provide a metered delivery ticket at the time of delivery.

Any delivery of 4,000 gallons or more for gasoline products and of 3,000 gallons or more for diesel products shall be considered transport sized. Any delivery of less than 4,000 gallons for gasoline products and less than 3,000 gallons for diesel products shall be considered tank wagon sized. However, in the event that an Authorized User's location cannot accept a transport sized truck due to site conditions, such as spatial limitations, deliveries of any volume shall be considered tank wagon sized.

For transport sized deliveries, the Contractor shall adjust for volume changes caused by temperature variations and shall invoice Authorized Users based on the net volume delivered. For tank wagon sized deliveries, the Contractor shall bill based on the gross volume delivered.

The amount of bulk motor fuel product delivered by the Contractor must be reasonably equal to the amount of motor fuel product ordered by the Authorized User. If the amount delivered is not within plus or minus 2% of the amount of motor fuel product ordered, then the Contractor must take one of the following actions:

- a. **Overages:** If the quantity delivered is greater than 2% over the amount ordered, the Authorized User, at their sole discretion, may opt to accept the overage. If the Authorized User does not opt to accept the overage, the Contractor shall remove the excess motor fuel so that the total amount delivered is within 2% of the amount ordered.
- b. **Shortages:** During times of normal business operations, if the quantity delivered is greater than 2% below the amount ordered, the Authorized User, at their sole discretion, may opt to accept the shortage. If the Authorized User does not opt to accept the shortage, the Contractor shall deliver the remaining motor fuel due within 24 hours at no extra cost.

The Contract shall allow Authorized Users to submit orders for deliveries to be split between different locations and will be allowed to charge the fee as described in **Section II, Pricing Schedule** for such deliveries. The maximum mileage allowed for split deliveries is 30 miles between locations. Authorized Users should not split orders in such a way that would require the fuel in any particular bulk head of a transport truck to be dropped at multiple locations. The Contractor must provide information to Authorized Users describing how to place orders in a way that will avoid these types of splits.

In the event an Authorized User orders more fuel than the tank will hold the Contractor may opt to refuse to drop the additional Product at the location or opt to drop the fuel into a different tank that can safely hold the product at the Authorized User's location.

G. BILL OF LADING: The Contractor shall issue a bill of lading, also referred to herein as a "Delivery Ticket," to the Authorized User after the bulk motor fuel product has been delivered into the

Authorized User's tank(s). The Contractor shall not include any other terms and conditions applicable to OFMS or any Authorized User on the bill of lading, and if they are so included, they shall be deemed null and void by the Contractor.

The delivery ticket must minimally include the account information of the Authorized User, the order number, the type of bulk motor fuel product delivered, the volume ordered, and the volume delivered to include both gross and net gallons.

H. SPILLS: Authorized Users will bear no responsibility for any bulk motor fuel spill(s) that occurs during delivery that are the fault of the Contractor or any subcontractor.

If the Contractor or any subcontractor is at fault for any bulk motor fuel spill(s) that occurs during delivery, the Contractor shall be responsible for all clean-up and costs associated with the bulk motor fuel spill(s). This includes any requirements, fines or fees assessed by the Department of Environmental Quality (DEQ), Environmental Protection Agency (EPA) or other regulatory departments, agencies, or authorities.

The Contractor must notify OFMS within 24 hours of a spill. The Contractor shall immediately begin spill cleanup with the carrier's existing spill supplies and bring in HazMat crews and environmental agencies if required to complete the spill cleanup. Required reporting to regulatory departments shall be done by the Contractor.

I. SUPPLY CHAIN: The Contractor shall provide Authorized Users with a supply chain that will ensure the continuous reliable delivery of bulk motor fuel products at all times during the Initial Term of this Contract, or any Renewal Term period.

The Contractor shall maintain a dedicated supply group that is responsible for ordering, scheduling shipments, maintaining rack supply options, and forging agreements with all refiners necessary to ensure that the Commonwealth and all Authorized Users are provided with all of their fuel requirements that are essential to their governmental mission.

- 1. Refinery and Pipeline Relationships:** The Contractor must maintain uninterrupted relationships with refineries or other sources of supply of bulk motor fuel products, which shall include, but not be limited to, maintaining their status as a shipper of bulk fuel products on the Colonial and Plantation pipelines in support of the Commonwealth's bulk motor fuel needs.
- 2. Terminal Relationships:** The Contractor must maintain uninterrupted relationships with terminals and other facilities that distribute bulk motor fuel, which shall include but not be limited to maintaining active terminal agreements with the primary terminals used to provide fuel to the delivery districts. Additionally, the Contractor shall maintain dedicated storage at those primary terminals in order to support the Commonwealth's bulk fuel requirements.
- 3. Backup Supply:** The Contractor shall maintain a backup supply of bulk motor fuels in order to support the Commonwealth's bulk fuel requirements.
- 4. Carrier Management:** The Contractor shall provide a redundant supply of common carriers sufficient to meet the Commonwealth's bulk fuel needs and insure that the carriers provide a consistently high level of professionalism, workmanship, and customer service.

The Contractor must remove any particular carrier or delivery personnel from providing service to any particular Authorized User upon OFMS' request and reasonable business discretion.

The Contractor shall maintain contractual agreements with their carriers, such as the proposed "Transportation Agreement" as well as use their proposed "Mansfield Oil Carrier Scorecard" to measure and remedy, as needed, the performance of carriers that deliver fuel to Authorized Users.

5. **Demand Fluctuation Management:** The Contractor must proactively and reactively manage fluctuations in demand so that Authorized Users do not experience disruptions in the reliable delivery of bulk motor fuel products. The Contractor shall do so through providing the redundant supply, storage, carrier and other goods and services described in this Section 11, Supply Chain.

The Contractor shall host an annual demand fluctuation management meeting, which should take place in early November of each year. The topics should include winter additives, ordering, demand efficiency and best practices. The desired outcome of the meeting is to prepare both the Contractor and Authorized Users for the winter demand spike.

6. **Emergencies:** In the event of demand spikes, regional or industry wide bulk motor fuel shortages, urgent need, state declared emergencies, and catastrophes (which may be collectively referred to herein as an "Event") the Contractor shall make delivery of bulk motor fuel products to Authorized Users in a priority manner.

The Contractor shall:

- a. Establish the priorities for all deliveries based on direct communications with Authorized Users or interactions with the Virginia Department of Emergency Management (VDEM), as may be required. Facilities shall be prioritized for delivery as follows, unless otherwise directed by VDEM:
 - i. Authorized Users that are first responders and emergency facilities. The Contractor shall allow Authorized Users to identify themselves as first responders and emergency facilities during the account set up process.
 - ii. Essential commercial operations.
 - iii. Non-essential government operations.
 - iv. Spot buy and non-Mansfield customers.
- b. Work with high volume locations, to include but not be limited to VDOT locations, to top off their tanks prior to an Event as needed; and,
- c. Communicate with all sites that may be affected by the Event to share information regarding expected fuel supply availability for delivery.

Loads may be reduced, increased or delayed, by the Contractor depending on the nature of the emergency and the immediate need of the authorized user in order to ensure that no Authorized User will run out of fuel.

Additionally, during times of demand spikes, regional or industry wide motor fuel shortages, urgent need, state declared emergencies and catastrophes and in the event of fuel supply

shortages at the terminal established as the primary point of supply for any particular Authorized User, the Contractor shall notify the affected Authorized User of the shortage and the expected date of return to normal operations. The Contractor shall also provide OFMS with evidence to substantiate the claim. If an Authorized User chooses, the Contractor shall provide the fuel from the next available alternate point of supply, and if so, then the fee structure as described in **Section II, Pricing Schedule** shall apply. All such charges must be approved in advance in writing by the Authorized User.

Neither the Contractor nor the Commonwealth can predict the circumstances that may be present when an emergency or catastrophe occurs. Any emergency fueling operations that the Contractor is capable of providing and that are required and requested by Authorized User(s) that fall out of the normal processes and procedures described in this Contract shall be provided to the Authorized User(s) by the Contractor. The emergency fueling operations shall be billed at the Contractor's actual cost above and beyond the normal operating costs as described in the **Section II, Pricing Schedule**. The Commonwealth and the Contractor may also negotiate a markup in cents per gallon, as a flat fee, or other pricing methodology for such emergency fueling operations.

The Contractor and the Authorized Users are strongly encouraged to engage in discussions to plan for the provision of all Products and Services necessary to the Authorized User's mission for any emergency scenario that may be anticipated prior to the occurrence of such an Event. This may include, but not be limited to, situations such as a lane reversal during an evacuation of the Hampton Roads area. These additional Products and Services and any associated additional costs should be agreed to by the Commonwealth and the Contractor in writing pursuant to a contract modification prior to delivery.

The Contractor shall contact VDEM within thirty (30) days of Contract award to schedule a meeting to accomplish the following objectives:

- a. Establish a coordinating governance format that will ensure continual effective communications at all times during an Event, which should include but not be limited to periodic discussions and exchanges of reliable points-of-contact information prior to an Event;
- b. Describe the Contractor's plans, resources and capabilities to provide Products and Services at all times during an Event;
- c. Describe VDEM's needs and order of priority for statewide support during an Event; and,
- d. Discuss the need for and proceed toward entering into a contract modification, to be issued upon written agreement of the parties, for any VDEM needs during an Event.

J. CUSTOMER SUPPORT: The Contractor must provide customer support for the Statewide Bulk Motor Fuel Program to include but not be limited to a Dedicated Account Team, Customer Service, Business Optimization Program Reviews and Other Support Services.

1. **Dedicated Account Team:** The Contractor must provide a dedicated account team to support the Commonwealth's need for bulk motor fuel program Products and Services. If a change in the dedicated account team personnel occurs after the Contract award is made, then the Contractor must provide a replacement with qualifications that are reasonably equal to or better than the personnel that is being replaced. OFMS, in its sole discretion, may request changes to the dedicated account team personnel.

The dedicated account team shall be the Contractor's proposed Government Services group that is dedicated to the Commonwealth of Virginia's government operations with an individual(s) and back up and support staff assigned specifically to the Commonwealth. The Government Services group shall be available via phone and email 7 a.m. to 5 p.m. Monday through Friday, with additional assistance and support 24 hours a day 7 days a week provided by the Contractor's after hours support team.

2. **Customer Service:** The Contractor shall deliver comprehensive customer service for both Standard and Other Customer Service needs to all Authorized Users , which includes, but may not be limited to, OFMS as well as Authorized Users' fiscal, administrative and frontline staff. Standard customer service shall include customer support provided for delivery, account, and billing inquiries and other similar services. Other customer service shall include support provided after non-normal business hours during times of urgent need, state declared emergencies, and catastrophic conditions.

The Contractor shall provide detailed customer service contact information to Authorized Users at the time of account set up. The Contractor shall typically provide resolutions to customer service requests within 24 hours of contact. If resolution is not provided, the service issue will be escalated to the next management level. Contact information for points of escalation shall be provided by the Contractor.

The Government Services Supervisor, Bill Hammond, shall be the point of contact during state declared emergencies and catastrophic conditions. Bill Hammond may be contacted at 678-450-2082, 866-275-7338, or at bhammond@mansfieldoil.com

3. **Business Optimization Program Reviews:** The Contractor shall provide the opportunity for Authorized Users to partake in annual business optimization program reviews. The intent of the reviews is to provide Authorized Users with information about their bulk motor fuel programs and offer solutions that, if enacted, will lead to administrative efficiencies and cost savings. The Contractor shall prepare, set up and execute the reviews either in person or via data-conference. Topics may include, but not be limited to, training and other information about the Contractors bulk motor fuel offerings, identifying methods of cost savings, and sharing industry best practices.
4. **Other Support Services:** The Contractor shall participate in a minimum of 2 national and 2 state or regional trade shows annually in support of this contract. The Contractor shall attend all conferences as deemed necessary by OFMS.

K. SYSTEMS TECHNOLOGY: The Contractor shall provide Authorized Users access to their proposed proprietary fuel system management program, currently called FuelNet, referred to herein as "technology" or "systems technology." The capabilities of this technology shall include, but are not limited to, a wide range of fuel and fuel management operations functions such as bulk site management, inventory management, and document retention for repair and maintenance history and invoice and delivery history.

1. **General:** The Contractor shall provide access to the technology via a public facing web interface that can be accessed by using a unique username and password which shall be provided to an Authorized User upon their request. The Authorized User shall only be allowed to access information relevant to their account. The Contractor shall set up a master account

which covers multiple accounts under an Authorized User's purview upon the request of the Authorized User.

The Contractor shall communicate outages, data load delays, maintenance and other system performance issues to OFMS and any affected Authorized Users in a timely manner. Scheduled maintenance shall occur on weekends or during early morning hours so as not to disrupt users.

The Contractor shall store Authorized User data for 5 years.

2. **Reporting:** The Contractor's technology shall provide a portal which gives Authorized Users access to canned, raw data, customizable, and ad hoc reports for data relating to, but not to be limited to, program management and control, consumption and spend, and exception reports. The reports should be available in a summary or detail view and shall be exportable into Excel or PDF as well as other common formats.
3. **Other Capabilities:** The Contractor's technology shall also provide Authorized Users:
 - a. Business Intelligence (BI) tools, such as , but not limited to, exception reports, that can alert authorized users in real time of suspicious fueling activity taking place on card readers;
 - b. Industry information through access to the Contractor's proprietary daily and quarterly newsletter called FuelNews;
 - c. Ability to download invoices and bills of lading for their orders; and,
 - d. Capability to interface with an Authorized User's technology along with the services of the Contractor's Business Technology group to set up these interfaces as requested.

L. SERVICE LEVEL AGREEMENT: The Contractor shall provide Authorized Users with a Service Level Agreement (SLA) that insures that high quality motor fuel products are reliably delivered. The Service Level Agreement shall include, but not be limited to:

Service Level Standards and Remedies			
Item Number	Description	Performance Rate	Remedy
1.	No tank shall run out of fuel as a result of any action or failure to act that is directly attributable to the Contractor. Examples include, but may not be limited to, actions such as the Contractor's opting to prioritize deliveries to other customers for the sake of increased profitability or failing to maintain a reliable bulk motor fuel supply chain as described herein.	100%	Any missed delivery or other Contractor action that results in a tank running out of fuel will result in a \$150 fee per day that such tank is out of fuel to be paid or credited to the Authorized User. In addition, the Authorized User shall have the right to purchase the fuel from another supplier and if the Authorized User must pay more per gallon than the price per gallon set forth in this agreement, the Contractor shall reimburse the Authorized User for the difference in fuel price times the number of gallons ordered. Notwithstanding the above, the fee and reimbursement shall not be due if the delay was the result of circumstances outside of the Contractor's reasonable control.

Service Level Standards and Remedies			
Item Number	Description	Performance Rate	Remedy
2.	Authorized Users will make efforts to continuously order within one volume band, as described in the Section II, Pricing Schedule for both gasoline and diesel products.	75% of orders within the same volume band	In the event that an Authorized User orders outside of the volume band greater than 25% the time as measured over any three (3) month period, the Contractor shall meet with the Authorized User to discuss their account needs in order to create a solution which decreases the number of orders falling outside of the volume band. If a solution cannot be agreed upon, the Contractor may seek relief equal to the additional cost incurred by the Contractor for any future deliveries to the Authorized User's location(s). Any such relief must be agreed to in writing by the Contractor and OFMS, pursuant to the Authorized Users' review, via a contract modification and will be charged directly to the Authorized User and will be effective from the date of the fully executed modification. Relief shall not be provided for orders placed before that time.
3.	The Contractor and Authorized User shall agree on a delivery window to be not more than 1 hour for unmanned locations and 3 hours for manned locations as well as a cut off time prior to the end of normal business hours during which the motor fuel will be delivered. Tank wagon deliveries shall be made within 48 hours of order and transport truck deliveries shall be made within 24 hours if the order is placed prior to 2 p.m. The Authorized User may opt to extend these delivery timeframes if done so in writing.	100% on time	Late deliveries will result in a \$25.00 fee for every full 15 minute interval after the end of the delivery window or the cut off at the end of normal business hours. The total fee shall not exceed \$200.00. OFMS, upon its reasonable business discretion, may opt to remove a carrier after the second late or missed delivery.
4.	Requests for customer service.	24 hours	If resolutions are not initiated within 24 hours of the request, the issue will be escalated to the next management level.

Service Level Standards and Remedies			
Item Number	Description	Performance Rate	Remedy
5.	Fuel quality must meet or exceed the standards described herein.	100%	When fuel quality does not meet or exceed the standards, the Contractor shall pay for any applicable laboratory testing and any required treatment, removal, cleaning and/or replacement of fuel product as described in Section B.
6.	The amount of motor fuel product delivered by the Contractor must be reasonably equal to the amount of motor fuel product ordered by the Authorized User.	Within plus or minus 2% of the originally ordered volume	If the Authorized User does not opt to accept the overage or shortage, the Contractor shall pump out or provide the fuel as described in Section F.3.
7.	The Contractor shall provide invoices that contain the correct date, price, product, volume, freight and P.O. number.	95%	In the event that five percent (5%) or more of the total number of invoices issued by the Contractor to an Authorized User do not contain the correct date, price, product, volume, freight or P.O. Number, the Contractor shall pay a flat fee to the Authorized User in the amount of \$250.00. The Contractor shall provide a quarterly report to the Authorized User that includes the number of invoices that did not accurately contain the information above and that describes the error rate and whether the fee should be paid by the Contractor. Notwithstanding the above, inaccuracies that are not caused by the Contractor, shall be treated as accurate invoices for the purpose of assessing the fee. The maximum annual fee shall not exceed \$1,000.00.
8.	The Contractor shall provide OFMS with a Management Satisfaction Assessment Tool, as described in Appendix C , which allows for feedback and documentation to be provided to the Contractor on a quarterly basis.	Score of 4 or higher	In the event the score provided by OFMS falls below 4, the Contractor shall develop and submit a Corrective Action Plan. The Plan shall be delivered to OFMS within 10 business days after the Contractor's receipt of the report.

M. INNOVATIVE SOLUTIONS: The Contractor shall make available to Authorized Users the additional Products and Services described below. These Products and Services shall be provided using the fee structures as described in **Section II, Pricing Schedule**.

In the event that the provision of any innovative solution requires construction, additional terms and conditions shall be negotiated and agreed upon between the Authorized User and the Contractor

prior to the delivery of the goods and services to ensure compliance with any applicable laws and ordinances. **In the event of any conflict, the terms and conditions of this contract shall control.**

1. **Environmental Compliance and Alarm Monitoring:** For those tanks equipped with automatic tank gauges, Authorized Users may opt to purchase Environmental Monitoring and Alarm Management, which are accompanied by system diagnostics and remote repair services. These services shall include, but may not be limited to:
 - a. Compliance Reporting;
 - b. Alarm Triage and Response Management;
 - c. Alarm Condition Analysis and Remote Diagnostics;
 - d. Customized Alarm Response Protocols; and,
 - e. Technology with access to review account activity and reporting.

Pressure tests, helium tests, and other specialized testing are not included in the basic services, but may be purchased.

2. **Training:** Available training sessions include Corporate Managers Environmental Training, Employee Environmental Training, and Spill Response Training, which specifically includes assistance in the development of an emergency spill response plan.
3. **Fuel Site Repair and Maintenance Services:** The Authorized User may opt to purchase repair and maintenance services on all fuel related equipment and communication devices that support the equipment. These services shall include, but may not be limited to the following:
 - a. A site survey to record the equipment and create a database of equipment brands, type, identification numbers and photos of the equipment;
 - b. A toll free number so that maintenance issues can be reported;
 - c. Resolution of issues either via remote communications or via dispatch of a qualified subcontractor to assess and correct the issue;
 - d. Warranty tracking to insure service calls and equipment are not unnecessarily billed;
 - e. Quality Assurance reviews to insure work is performed by appropriately certified technicians to original equipment manufacturer standards; and,
 - f. Preventative maintenance services.

Work shall not begin until written approval has been provided by the Authorized User. Payment for the goods and services shall be made directly to the Contractor.

4. **Card Reader Purchase, Install and Operations:** Authorized users may opt to purchase Fuel Dispensing and Management systems, to include the polling, maintenance and operation of existing systems as well as the installation of new systems through the Contractor.

The equipment available to Authorized Users for installation shall be the SynTech Systems Fuelmaster 2500. The Authorized User may opt to upgrade this base system with newly available technology.

The Contractor shall warrant the equipment and installation for one year from the date of installation.

Additional terms and conditions for the purchase, installation and operation of the equipment may be negotiated by the Contractor and the Authorized User as long as they are more restrictive than and do not conflict with the terms and conditions described herein. **In the event of any conflict, the terms and conditions described herein shall control.**

Goods and services shall not be provided until approved in writing by the Authorized User.

5. **Diesel Exhaust Fluid (DEF):** Authorized users may opt to purchase DEF through the contractor. Pack sizes and prices are described in **Section II, Pricing Schedule.** The Contractor shall provide AIR1 DEF branded products that meet or exceed the ISO and API standards for DEF. The Contractor should also provide consulting services to Authorized User(s) on DEF utilization requirements.
6. **Terminal Access:** The Contractor shall allow Authorized User's vehicles to pull fuel from the terminal(s) pursuant to both parties entering into an agreement, which shall be incorporated into this contract pursuant to a written, signed modification executed between the Commonwealth and the Contractor, whereby the Authorized User will become a certified carrier of the Contractor. The Authorized User's trucks will also have to be certified and allowed at the terminal by the terminal owner. Provided these conditions are met, the Contractor will provide the Authorized User with release numbers to lift product from the specified terminal(s).
7. **Consulting Services:** Consulting services may be provided by the Contractor's fuel and environmental experts. These services shall be for consulting provided above and beyond the necessary and standard operational and industrial expertise that shall be provided by the Contractor pursuant to this contract. Examples of these types of services include environmental surveys, market research and fuel site analysis.
8. **Marketing:** The Contractor shall market this Contract to Authorized Users. The efforts shall include, but may not be limited to:
 - a. Partnering with OFMS to establish marketing priorities;
 - b. Using Contractor generated reports to identify additional marketing opportunities, specifically for those Authorized Users not currently using the Contract;
 - c. Implementing a statewide mailing and electronic notification campaign to share the value proposition of this Contract with Authorized Users;
 - d. Measuring and reporting to OFMS marketing efforts, such as monthly calls, follow ups and other contacts; and,
 - e. Identifying and following up with Authorized Users that have a drop of 20% or more in the ordered fuel volume over a period of 90 days to determine the reason for the decrease and implement corrective actions that may retain the customer.

N. TRANSITION OF SERVICES: The Contractor shall designate a Project Manager responsible for the transition of services. The Project Manager shall meet with OFMS within ten (10) working days after the contract award date to discuss and jointly finalize the transition plan for the transfer of responsibilities associated with the statewide bulk motor fuel program. The Contractor shall ensure that, as far as is in its power, the designated Project Manager remains on the project throughout the transition. If a change is made to the Project Manager after award is made, the Contractor must provide a replacement with qualifications that are reasonably equal to or better

than the Project Manager who is being replaced. OFMS, at its sole discretion, may request changes to key personnel, including the Project Manager.

During the transition period, the Contractor shall submit a report to OFMS, no less than bi-weekly, which summarizes the services provided to the Commonwealth.

The Contractor shall complete the transition and begin providing the services described herein for VDOT locations with the Salem, Lynchburg, and Hampton Roads VDOT districts no later than December 1, 2015. This transition date is dependent on VDOT providing account set up information to the Contractor in a timely manner.

The Contractor shall complete the transition and begin providing the services described herein no later than December 8, 2015 for the Bristol VDOT district and any sub-districts therein.

The Contractor shall complete the transition and begin providing the services described herein to all other Authorized Users in the Salem, Lynchburg, and Hampton Roads VDOT districts and any sub-districts therein no later than January 6, 2016.

O. TAXES: Authorized users may be exempt from federal, state and/or local taxes on motor fuels and will present their tax exempt certificates to the Contractor upon request. Therefore, purchases against this contract shall usually be free of Federal excise and transportation taxes as well as state and/or local taxes.

The Contractor shall add any applicable taxes as a separate line item to each invoice submitted to an Authorized User, and each applicable tax (e.g. federal, state, local, or otherwise) must be separately identified on the invoice so that Authorized Users may assess the accuracy of such imposed taxes.

1. **After Imposed Tax:** After imposed tax shall be defined as any new or increased federal, state and/or local tax, except social security or other employment taxes, on motor fuel purchased under this Contract that takes effect after the date of Contract award and which the Contractor is required to pay.

The price for bulk motor fuels provided under this Contract may be increased by the Contractor by the amount of any after imposed tax only if the Contractor has stated in writing that the price does not include any contingency for such after imposed tax. Such increase shall only be allowed after written notice by the Contractor to OFMS and take effect only after such written notice or the date the after imposed tax becomes effective, whichever occurs last.

2. **After Relieved Tax:** After relieved tax shall be defined as relief from or decrease to any federal, state and/or local tax, except social security or other employment taxes, that would otherwise have been payable on motor fuel purchased under this Contract that takes effect after the date of contract award and which the Contractor is not required to pay, or for which the Contractor obtains a refund.

The price for bulk motor fuels under this Contract shall be decreased by the Contractor by the amount of any after relieved tax on the date the after relieved tax becomes effective.

II. PRICING SCHEDULE

A. BULK MOTOR FUEL: The base price for the bulk motor fuel shall be the Oil Price Information Service (OPIS) Closing Average Wholesale Rack Report gross price published at 5:59 P.M. for the day the motor fuel is delivered and for the terminal identified in the table below for that delivery location. If it should occur that the OPIS publication is not published for any given day, then the previous day's publication shall be used to determine the daily price.

The Contractor will then add the applicable market differentials, fees and taxes, less any discounts or incentives, for the total price to be invoiced to the Authorized User.

Table 1
Market Differential Charge per Gallon for Tank Wagon Deliveries

District	Terminal	Market Differential*
Bristol	Roanoke	0.2483
Hampton Roads - Chesapeake, Norfolk, Portsmouth, Virginia Beach	Norfolk	0.2183
Hampton Roads - Hampton, Newport News, York County	Norfolk	0.2283
Hampton Roads - Eastern Shore, all cities and counties therein	Norfolk	0.2483
Hampton Roads - All Other Cities and Counties	Norfolk	0.2283
Lynchburg	Richmond	0.2283
Salem	Roanoke	0.2483

* The market differential shall be inclusive of the Contractor's costs and margins, including freight.

Table 2
Market Differential Charge per Gallon for Transport Truck Deliveries

Fuel Type	Knoxville Terminal	Norfolk Terminal	Richmond Terminal	Roanoke Terminal
Reformulated Gasoline 87 Octane	n/a	-0.0089	-0.0077	n/a
Reformulated Gasoline 89 Octane	n/a	-0.0125	0.0109	n/a
Reformulated Gasoline 93 Octane	n/a	-0.0155	0.0039	n/a
Gasoline 87 Octane	0.0056	0.0175	0.0153	0.0271
Gasoline 89 Octane	-0.0008	0.0023	-0.0002	0.0209
Gasoline 93 Octane	-0.0019	0.0025	-0.0090	0.0162
Number 2 Ultra Low Sulfur Diesel	0.0110	0.0104	0.0137	0.0162
Winter Blend Number 2 Ultra Low Sulfur Diesel	0.0483	0.0483	0.0564	0.0564
Premium Number 2 Ultra Low Sulfur Diesel	0.0564	0.0483	0.0564	0.0564

B5 Biodiesel	0.0160	0.0154	0.0187	0.0192
B10 Biodiesel	0.0483	0.0483	0.0564	0.0564
B20 Biodiesel	0.0483	0.0483	0.0564	0.0564

Table 3
Freight Charge per Gallon for Transport Truck Deliveries

Authorized Users should place 75% of their orders within a single volume range over time. Placing orders within multiple volume ranges should be kept to a minimum.

District	Terminal	Gasoline 8401 - 8500 gallons	Gasoline 6000 - 8400 gallons	Gasoline 4000 - 5999 gallons	Diesel 7401 - 7500 gallons	Diesel 5000 - 7400 gallons	Diesel 3000 - 4999 gallons
Bristol	Knoxville	0.1168	0.1369	0.1986	0.1353	0.1637	0.2255
Hampton Roads - Chesapeake, Norfolk, Portsmouth, Virginia Beach	Norfolk	0.0405	0.0475	0.0689	0.0459	0.0555	0.0765
Hampton Roads - Hampton, Newport News, York County	Norfolk	0.0460	0.0539	0.0782	0.052	0.0629	0.0867
Hampton Roads - Eastern Shore, all cities and counties therein	Norfolk	0.0489	0.0573	0.0831	0.0525	0.0635	0.0875
Hampton Roads - All Other Cities and Counties	Norfolk	0.0426	0.0499	0.0724	0.0525	0.0635	0.0875
Lynchburg	Richmond	0.0449	0.0526	0.0763	0.0556	0.0673	0.0927
Salem	Roanoke	0.0531	0.0623	0.0903	0.0599	0.0725	0.0998

Table 4
Fees Associated with Bulk Motor Fuel Delivery

Name	Description	Price
Toll Fee	To be charged when a toll road is used in route to make a delivery.	Actual Cost
Pump Fee	To be charged when transport trucks must make deliveries to above ground storage tanks.	\$45
Split Order Fee	To be charged when transport trucks make deliveries to multiple Authorized User's locations on different properties no more than 30 miles apart.	\$45
Minimum Order Fee	To be charged on orders of 300 gallons or less.	\$100

Demurrage Fee	To be charged for every 15 full minute interval after the end of the delivery window or the cut off at the end of normal business hours when the carrier is required to wait for the Authorized User at the delivery location. The total fee shall not exceed \$200.	\$25
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Table 5
Additives

Product Name	Conversion Rate	Size	Cost per Additized Gallon
1400LFH	1:1500	2.5 gallons	0.0275
9000HE	1:3000	2.5 gallons	0.0125
DRITEK	1:3000	2.5 gallons	0.0150
		55 gallons	0.0120
WinterFlow 12/32	1 bottle to 250 gal	Case (12 32oz bottles)	108.00
RedAlert 12/32	1 bottle to 250 gal	Case (12 32oz bottles)	102.00
DRITEK 12/32	1 bottle to 250 gal	Case (12 32oz bottles)	126.00
Clean 365	1:1500	2.5 gallons	.0225
Biocide	1:10000*	4-1 gallons	0.0225 or 225.00 per additive gallon

*Treat rate dependent on problem

In the event the Contractor is supplying additives to an Authorized User, fuel testing to determine the required levels and effectiveness of the additive shall be provided at no cost. If the Contractor is not supplying the additives, Authorized Users may opt to purchase these testing services from the Contractor at a cost of \$100 to \$150 per test, depending on the testing requirement, plus an additional \$30 shipping fee. A quote shall be provided by the Contractor and agreed to in writing by the Authorized User prior to provision of the testing services.

B. EMERGENCY PRICING: In the event of demand spikes, regional or industry wide motor fuel shortages, urgent need, state declared emergencies, or catastrophe, which may be collectively referred to herein as an "Event," and when fuel is not available from the designated terminal, and upon the Contractor's demonstration to the Authorized User's satisfaction, as approved in writing, that the Event has had or will have a measurable impact on costs during the Event, the Contractor may charge the actual cost for the fuel plus the actual cost for freight plus a fixed mark up of \$.0250 per gallon until the Event has ended.

C. OTHER GOODS AND SERVICES

1. Environmental Compliance and Monitoring: \$60 per month per facility, which includes access to FuelNet reporting, systems diagnostics, polling and remote repair. Multiple tanks at the same facility do not incur any additional monthly cost.

2. **Environmental Inspections and Testing:** Refer to Table 6 below for the costs incurred for Contractor Call Out, Labor and other Fees for pressure tests, helium tests, and other specialized testing.

Table 6
Testing and Other Fuel Site Repair and Maintenance Services*

	Rate	Unit
Tank, Line and Leak Detector Testing:		
Precision Tank Test Only	\$315	Tank
Precision Tank - Line - Line Detector Tests - Mechanical LD's	\$341	Tank
Precision Tank - Line - Line Detector Tests - Electronic LD's	\$352	Tank
Precision Interstice Testing - Tank	\$137	Tank
<i>Site Minimum Tank Test (single tank - items listed above)</i>	\$473	Site
Line Tightness test without LD	\$79	Line
Line Tightness test including Mechanical Leak detector test	\$100	Line
Line Tightness test including Electronic Leak detector test	\$105	Line
Mechanical Leak Detector	\$69	Leak Detector
Electronic Leak Detector	\$79	Leak Detector
Precision Interstice Testing -Line	\$111	Line
Continuity Testing	\$79	Site
Impact Valves w/o Line Test	\$50	Site
<i>Site Minimum (Line and/or LD tests - items listed above)</i>	\$263	Site
Stage I & II Vapor Recovery Testing:		
Pressure Decay Test TP-201.3 (Stage I or Stage II)	\$315	Site
Liquid Blockage / Dynamic Back Pressure Test TP-201.4	\$315	Site
Vapor (Air) to Liquid Tests TP-201.5	\$342	Site
Pressure Decay - Dynamic Back Pressure and/or Wet Blockage	\$473	Site
Pressure Decay - Vapor (Air) to Liquid Tests	\$473	Site
Pressure Decay - Dynamic Back Pressure and/or Wet Blockage - Vapor (Air) to Liquid	\$552	Site
Six - Click test (26-F-1)	\$11	Nozzle
Liquid Removal - long format	\$42	Hose
Liquid Removal - short format	\$263	Site
Static torque Test TP-201.1B	\$27	Adapter
Drop Tube Leak Rate TP-201.1C	\$73	Drop Tube
Pressure/vacuum vent cap test TP-201.1E	\$58	PV Cap
Stage I Survey	\$53	Site
<i>Site Minimum (Stage I or II tests - items listed above)</i>	\$263	Site
Stage II training – Video	\$90	Video Tape
Stage II training	\$48	Workbook & exam
Healy System Tests		
Full System Test	\$945	Site
Clean Air Separator VR-201-A	\$420	Site
Healy vapor return line	\$300	Site
Healy nozzle test	\$35	Nozzle
Flow Rate	\$25	Nozzle

Bag Test VR-201-A	\$11	Nozzle
Line Integrity VR-201-A	\$37	Dispenser
Volume to Liquid VR-201-A	\$609	Site
Healy Veeder Root A/L sensor test	\$237	Site
<i>Site Minimum (Healy systems - items listed above)</i>	\$263	Site
VST System Tests		
Full System Test	\$1,050	Site
Canister Test	\$599	Site
Nozzle Bag Test	\$90	Site
Vapor Pressure Sensor Verification	\$42	Each
VST Processor Activation Test	\$226	Site
Hydrocarbon Sensor Verification Test (incl. VST test kit)	\$200	Site
ISD Operability Test - Veeder Root (flow meter operability test)	\$221	Site
<i>Site Minimum (VST Systems - items listed above)</i>	\$263	Site
Monitoring System Certification (ATG certification)		
Monitor certification (standalone)	\$394	Site
Monitor certification (with other services)	\$342	Site
One time V/R ATG Operational Setup per client's specs	\$58	Per ATG
E-Stop Functionality Test	\$27	Site
<i>Site Minimum (Monitor / E-Stop - items listed above)</i>	\$263	Site
Cathodic Protection Inspection/Certification:		
Cathodic Protection Certification - Impressed Current	\$420	Site
Cathodic Protection Certification - Sacrificial system	\$342	Site
Cathodic Protection Certification - 30 or 60 Day Cycle - Site Visit	\$237	Cycle
Design Survey (current requirement, resistivity, pH, Stray current)		
New System NACE Engineer Design	\$709	Site
Repair NACE Engineer Design	\$709	Site
PetroScope Internal Inspection (owner preparation applies)		
Internally Line Tanks	\$945	Tank
For CP repair or upgrade with Design Survey	\$945	Tank
For CP repair or upgrade W/O Design Survey	\$945	Tank
For trouble-shooting or other Non-Engineer review purpose	\$945	Tank
<i>Site Minimum (Petroscope - items listed above)</i>	\$1,050	Site
Helium Detection		
Mobilization and 1st Hour	\$420	Site
Additional per Hour	\$90	Hour
Sump, UDC and Spill Bucket Testing		
Visual sump inspections	\$50	Site
Hydrostatic or vacuum - price per tank sump	\$210	Sump
Hydrostatic or vacuum - price per dispenser UDC	\$210	UDC
Spill Bucket Testing	\$95	Bucket
Sump / UDC Cleaning	\$95	Sump / UDC
<i>Site Minimum Spill Bucket Testing</i>	\$263	Site
<i>Site Minimum Sump Services</i>	\$420	Site
Inspection Services		
Overfill inspection/survey	\$30	Per Service
First Group Inspection	\$158	Site
Mansfield Oil Site Inspection Survey with other services	\$158	Site

Tanknology 7 page site survey with other services	\$210	Site
<i>Site Minimum (Inspection Services - Items listed above) (Excluding Monday inspections)</i>	\$368	Site

* A consumables fee of \$7.60 will be additionally charged for all services performed.

3. **Fuel Site Repair and Maintenance:** The Contractor shall be allowed to charge a \$250 onetime fee account set up and recording fuel equipment on site. Site Repair and Maintenance Services shall be provided at the rate of \$72.50 per hour and the Contractor may include an additional travel charge not to exceed \$160.00 per site visit. The available parts and prices are described in **Appendix D, Listing of Available Parts**, which is included as a separate attachment.

Adjustments to the Listing of Available Parts, in order to add or remove parts and to adjust the price, may be allowed within 30 days of January 1 and July 1 of each calendar year. The Contractor shall demonstrate to OFMS' satisfaction that the addition or removal of any particular part is based on Authorized User(s) needs or lack thereof. Adjustments in pricing will be allowed pursuant to Section 6, entitled Price Escalation-De-Escalation, of the Contract.

The Contractor shall also be allowed to charge a fee, based on the sliding scale in Table 6 below, for providing the Fuel Site Repair and Maintenance Services.

Table 7
Fees Associated with Fuel Site Repair and Maintenance

Invoiced Cost for Repair and Maintenance Work	Contractor's Fee	Call Out Fee
\$0 - \$500	\$75	\$25
\$501 - \$1000	\$112	\$25
\$1001 - \$1500	\$185	\$25
\$1501 - \$2500	\$300	\$25
\$2501 - \$5000	\$525	\$25

For repair and maintenance exceeding \$5,000, the Contractor's Fee and Call Out Fee will be quoted.

Authorized Users may opt to include an annual preventative maintenance visit if they have an account set up for the fuel site repair and maintenance program. The cost for the preventative maintenance shall be quoted by the Contractor and shall be between \$250 and \$400 per location depending on the level of inspection required and the distance that must be traveled to the Authorized User's location.

A quote shall be provided by the Contractor and agreed to in writing by the Authorized User prior to delivery of any Products or Services.

4. **Training:** Corporate Managers Environmental Training, Employee Environmental Training, and Spill Response Training shall be provided at the Contractor's cost for such training events, to include travel, food, accommodations, supplies, rentals, and training facilities

costs which shall be negotiated and agreed to by both parties prior to any training event. All travel expenses shall be reimbursed at the rates provided for in the Virginia Department of Account's CAPP Manual, section 20335, or less.

5. **Card Reader Purchase, Install and Operations:** The base price for the purchase, installation and startup of a Fuelmaster 2500 fuel controller is described below. The base price takes into consideration that the an existing fuel controller will be removed and left on site and that there are existing electrical wiring, communication cables and dispenser pulsers at the location in good working repair and in compliance with current code requirements and industry standards. The Contractor shall provide a written quote to the Authorized User pursuant to their site visit which the Authorized User must approve in writing prior to the purchase of the Products and Services. The Contractor may add actual expenses for travel to the Authorized User's location for installation, which must be also be included in the quote. All such travel expenses shall be reimbursed at the rates provided for in the Virginia Department of Account's CAPP Manual, section 20335, or less.

Table 8
Prices for Card Reader Purchase, Install and Operations

Item	Price
Fuelmaster Fuel Controller	\$7,401
Communication Device*	\$190
Installation (per unit)	\$2,500
Pulser	\$325
Hose Kit	\$175
Warranty Year 1	\$0
Warranty Year 2	\$625
Warranty Additional Years	\$1,095
Freight	\$200

*Communication Device prices may be subject to change depending on the Authorized User's preferred method of communication (i.e. land line, http, cellular, or otherwise).

Discounted pricing should be quoted by the Contractor to Authorized User(s) making volume purchases.

6. **Inventory Management Equipment:** Automatic tank gauges for above ground storage tanks may be installed at the Contractor's cost upon the advance written approval of the Authorized User. Standard installation shall be \$450 for the equipment plus \$150 for installation. Any additional cost for a non-standard installation shall be quoted by the Contractor and approved by the Authorized User prior to delivery of the Products and Services.
7. **Diesel Exhaust Fluid:** The price for diesel exhaust fluid shall be based on the previous calendar quarter's average weekly U.S. price for one ton of dry granular Urea as listed in the NOLA index published in the Bloomberg Green Markets Report. For every \$1.00 per ton decrease or increase in the indexed price for the quarter, the Delivered DEF Price, as described in Table 8 below, will be decreased or increased by \$0.0015 per gallon.

Prior to the effective date of any price change, the Contractor shall submit in writing to OFMS a copy of the Bloomberg Green Markets Report, with the NOLA index average weekly price for Urea for the previous calendar quarter, and the calculation demonstrating the current Delivered DEF Price, including any upward or downward adjustments thereto.

Table 9
Delivered DEF Price*

DEF Product	Delivered Price per Gallon
BULK, 250 to 500 gallons	1.5800
BULK, 501 gallons or more	1.4800
72 X 2.5 gallon jugs (180 gallons per pallet)	2.9300
4 X 55 gallon drums (220 gallons per pallet)	2.4800
1 X 330 gallon tote (tote included)	2.9000

*Cost basis is \$250.00 per ton of dry granular Urea

The above DEF prices shall include freight; however deliveries shall be subject to the following requirements:

- a. For bulk DEF deliveries, Authorized Users must have a minimum of 330 gallons storage capacity.
- b. Bulk DEF deliveries below 250 gallons are subject to delivery surcharges.
- c. Packaged DEF deliveries that are less than a full pallet are subject to delivery surcharges.
- d. Demurrage charges of \$75.00 per hour apply after the first hour on site.
8. **Terminal Access:** Bulk motor fuel product picked up at the terminal by the Authorized User in their vehicle shall be invoiced by the Contractor at the prices listed above in Table 2, entitled Market Differential Charge per Gallon for Transport Truck Deliveries.
9. **Consulting Services:** A quote shall be provided to and approved in writing by an Authorized User prior to the delivery of any consulting services. The cost shall be \$125 per hour plus actual travel costs, if required. All travel expenses shall be reimbursed at the rates provided for in the Virginia Department of Account's CAPP Manual, section 20335, or less.
- D. **INCENTIVES:** For volumes exceeding 500,000 gallons per month, a rebate of \$0.0020 per gallon shall apply. For volumes exceeding 750,000 gallons per month, a rebate of \$0.0030 per gallon shall apply.

The check shall be made payable to the Treasurer, Commonwealth of Virginia and mailed to:

Treasurer, Commonwealth of Virginia
DGS Fiscal Services
P.O. Box 562
Richmond, Virginia 23218

Or to:

Treasurer, Commonwealth of Virginia, DGS
Attn: Bryan Chamberlain
1111 E. Broad Street, 6th Floor
Richmond VA 23219

III. REPORTING REQUIREMENTS

The Contractor shall provide OFMS with the following reports:

A. PRICE REPORT

On a daily basis, the Contractor shall submit a report to OFMS that lists the price charged for that day for each motor fuel type listed in the most current version of the Motor Fuel Products List. The report shall be in a spreadsheet with columns that can be filtered and/or sorted and that clearly show how the Contractor calculated the price that Authorized Users have been charged for each motor fuel type for that day. The report shall be submitted electronically.

B. SALES AND VOLUME REPORT

On a quarterly basis, the Contractor shall submit a report to OFMS of the invoiced sales for the previous quarter. The report shall be submitted in a spreadsheet with columns that can be sorted and/or filtered. The report must minimally include the following itemized information:

1. Purchase Order Number
2. Authorized User Entity Name
3. Zip code for Tank Location Delivered To
4. Contractor's Invoice Number
5. Contractor's Invoice Date
6. Contractor's Invoice Amount
7. Motor Fuel Type
8. Unit Price
9. Number of Gallons Delivered

The report must be delivered electronically within fifteen (15) days of the end of each of the Commonwealth's fiscal quarters.

C. AUTHORIZED USER REPORT

On a quarterly basis, the Contractor shall submit a report to OFMS that lists the currently established Authorized User accounts. The report shall clearly indicate the accounts that have been added or deleted during the previous quarter. The report must minimally include the Authorized User's entity name and address, lead contact person, and the lead contact person's phone number and email address. The report should also include the Authorized User's account number. The report must be delivered electronically within fifteen (15) days of the end of each of the Commonwealth's business quarters.

D. UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. The Contractor shall deliver to OFMS on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish OFMS at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by OFMS. OFMS reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to OFMS on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish OFMS at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

E. SUR-CHARGE ADJUSTMENT (SCA)

The Contractor shall pay the Department of General Services (DGS) a Surcharge Adjustment Fee (SCA) under this Contract. The Contractor must remit the fee within 30 days after the end of each quarterly reporting date. The SCA fee equals \$0.01 per gallon of the total gallons delivered as reported quarterly. The SCA fee amount due must be paid by check with identification of "Contract number," "report amounts," and "report period," on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check; however in the absence of an express written agreement from DGS that validates the agreement, the payment shall be made by check as described herein.

- Checks are to be payable to: **Treasurer of Commonwealth of Virginia**
- Note in the Memo portion of the check that it is **for SCA fees & the Quarter for which it is being paid, the contract number** & mail to:

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

Failure to submit timely payments as described above may result in cancellation of the awarded

contract.

IV. INVOICING AND PAYMENT

A. INVOICES

The Contractor shall issue all invoices directly to the Authorized User after all goods and/or services covered by the invoice have been provided. The Contractor may issue invoices for each individual order or on a set schedule (i.e. weekly, monthly, or otherwise) pursuant to the issuance of a blanket purchase order as may be agreed to by the Authorized User. The Contractor shall provide, at a minimum, the following information on each invoice:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the goods and/or services provided
4. Invoice number
5. Invoice date
6. Itemized quantities, unit price and extended price
7. Contract Number
8. Purchase Order Number

The Contractor shall issue invoices to the Authorized User in accordance with the instructions contained in their purchase order.

B. PAYMENT

1. State Agencies and Institutions

Payment will be made within thirty (30) days of receipt of a valid invoice or the receipt of the goods and/or services, whichever occurs last.

2. Other Authorized Users

Speed of payment terms and method of payment shall be agreed upon by the Contractor and any other Authorized User at the time of account set up and pursuant to the regular payment requirements and practices of the Authorized User.

V. DGS POINTS OF CONTACT

Contract Compliance/Modifications

Adam Phillips, Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-0078
Fax: 804-786-5413
Email: adam.phillips@dgs.virginia.gov

Contract Information/Usage

Carl Loveland, Business Manager
Office of Fleet Management Services
2400 West Leigh Street
Richmond, VA 23220
Tel: 804-367-4352
Fax: 804-367-8987
Email: carl.loveland@dgs.virginia.gov

VI. CONTRACTOR POINTS OF CONTACT

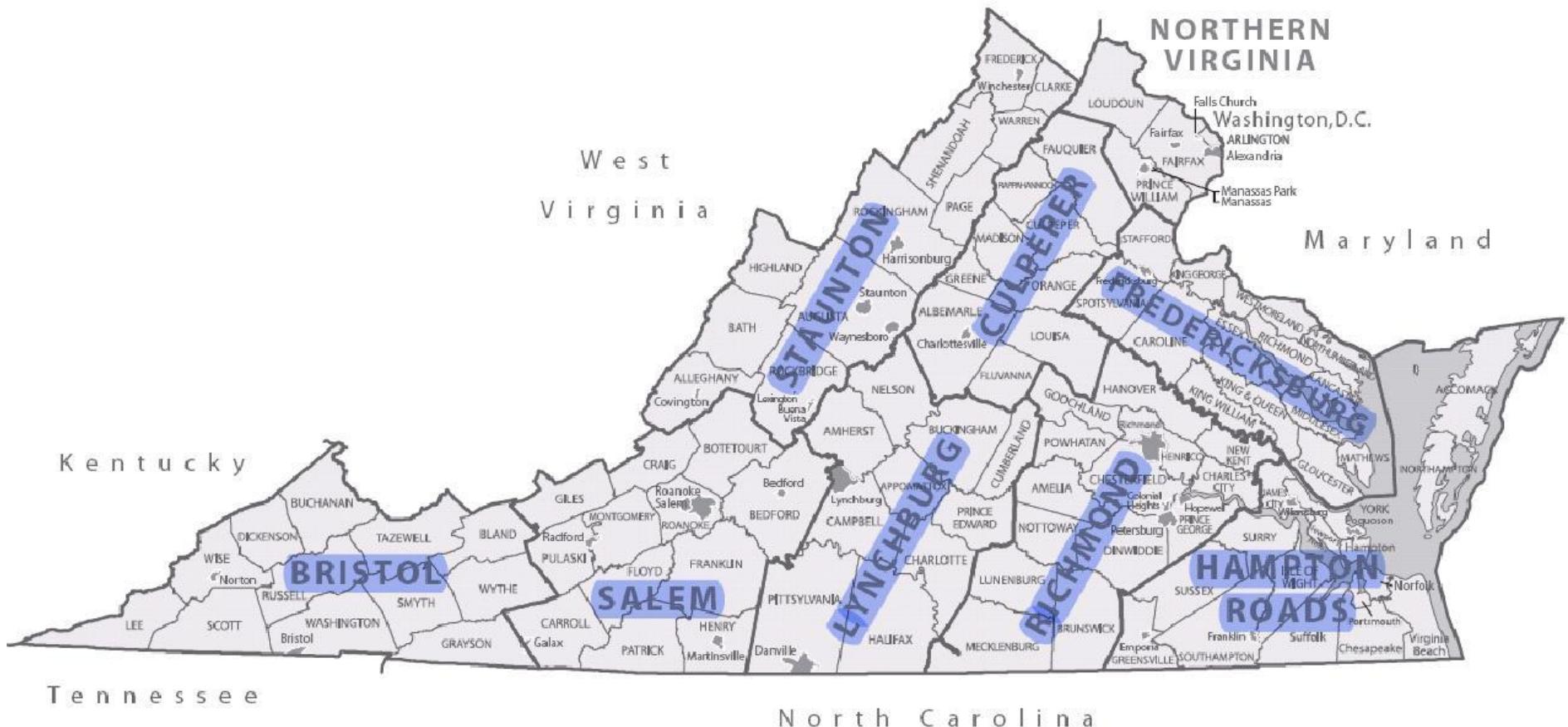
Primary Contact

Bill Hammond
Supervisor, Customer Service
Government Services
678-450-2082 Direct
Toll Free 866-275-7338
bhammond@mansfieldoil.com

Billing/Administration

Bill Hammond
Supervisor, Customer Service
Government Services
678-450-2082 Direct
Toll Free 866-275-7338
bhammond@mansfieldoil.com

APPENDIX A FUEL DISTRICT MAP



APPENDIX B MOTOR FUEL PRODUCTS LIST

The following specifications are intended to define the minimum level of quality and performance of the bulk motor fuel products, and shall be met or exceeded.

I. 87 GASOLINE

A. General: This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814. The fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

B. Properties: Fuel shall conform to the following chemical and physical detailed requirements:

<u>Property</u>	<u>ASTM Test Method(s)</u>	<u>Value</u>
Antiknock Index, min, (RON+MON)/2	D 2885	87
Lead Content, max, g/L (g/gal)	D 3116, D 3237, or D 5059	0.013 (0.05)
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5
Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

C. Volatility: The volatility of the fuel shall be in accordance with the following table:

<u>Month</u>	<u>Vapor Pressure Distillation Class</u>	<u>Vapor Lock Protection Class</u>
Jan	E	5
Feb	E or D	4 or 5
Mar	D	4
Apr	A, B, C, or D	3 or 4

May	A	3
Jun	A	3
Jul	A	3
Aug	A	3
Sep 1-15	A	3
Sep 16-30	A, B, or C	3
Oct	C or D	3 or 4
Nov	D or E	4 or 5
Dec	E	5

D. Reformulated Gasoline*: In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

1. Northern Virginia:

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

2. Richmond:

Chesterfield County	Colonial Heights
Hanover County	Hopewell
Henrico County	Richmond
Charles City County	

3. Hampton Roads:

James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

* Anhydrous Ethanol, not to exceed 10% total volume, may be substituted for MTBE.

E. Conformance: To confirm conformance with the ASTM performance requirements, the Contractor must be able to provide either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test, and compare those values with the required ASTM performance criteria.

II. 89 GASOLINE

A. General: This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814.

B. Properties: Fuel shall conform to the following chemical and physical detailed requirements:

<u>Property</u>	<u>ASTM Test Method(s)</u>	<u>Value</u>
Antiknock Index, min, (RON+MON)/2	D 2885	89
Lead Content, max, g/L (g/gal)	D 3116, D 3237, or D 5059	0.013 (0.05)
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5
Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

C. Volatility: The volatility of the fuel shall be in accordance with the following table:

<u>Month</u>	<u>Vapor Pressure Distillation Class</u>	<u>Vapor Lock Protection Class</u>
Jan	E	5
Feb	E or D	4 or 5
Mar	D	4
Apr	A, B, C, or D	3 or 4
May	A	3
Jun	A	3
Jul	A	3
Aug	A	3
Sep 1-15	A	3
Sep 16-30	A, B, or C	3
Oct	C or D	3 or 4
Nov	D or E	4 or 5
Dec	E	5

D. Reformulated Gasoline*: In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

1. Northern Virginia:

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

2. Richmond:

Chesterfield County	Colonial Heights
Hanover County	Hopewell
Henrico County	Richmond
Charles City County	

3. Hampton Roads:

James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

* Anhydrous Ethanol, not to exceed 10% total volume, may be substituted for MTBE

E. Conformance: To confirm conformance with the ASTM performance requirements, the Contractor must be able to provide either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test and compare those values with the required ASTM performance criteria.

III. 93 GASOLINE

A. General: This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814.

B. Properties: Fuel shall conform to the following chemical and physical detailed requirements:

<u>Property</u>	<u>ASTM Test Method(s)</u>	<u>Value</u>
Antiknock Index, min, (RON+MON)/2	D 2885	93
Lead Content, max, g/L (g/gal)	D 3116, Page A-34 of A-40 Attachment A	0.013 (0.05)

	D 3237, or D 5059	
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5
Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

C. Volatility: The volatility of the fuel shall be in accordance with the following table:

<u>Month</u>	<u>Vapor Pressure Distillation Class</u>	<u>Vapor Lock Protection Class</u>
Jan	E	5
Feb	E or D	4 or 5
Mar	D	4
Apr	A, B, C, or D	3 or 4
May	A	3
Jun	A	3
Jul	A	3
Aug	A	3
Sep 1-15	A	3
Sep 16-30	A, B, or C	3
Oct	C or D	3 or 4
Nov	D or E	4 or 5
Dec	E	5

D. Reformulated Gasoline*: In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

1. Northern Virginia:

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

2. Richmond:

Chesterfield County	Colonial Heights
Hanover County	Hopewell

Henrico County
Charles City County

Richmond

3. Hampton Roads:

James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

* Anhydrous Ethanol, not to exceed 10% total volume, may be substituted for MTBE

E. Conformance: To confirm conformance with the ASTM performance requirements, the Contractor must be able to provide either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test and compare those values with the required ASTM performance criteria.

IV. STANDARD ULTRA LOW SULFUR DIESEL (ULSD) FUELS

The fuel shall be a light middle or middle distillate grade diesel fuel conforming to Specification ASTM D- 975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur. **The diesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** Diesel fuel supplied must be free from contamination.

A. Properties: Fuel shall conform to the following chemical and physical detailed requirements:

Property	ASTM Test Method(s)	Grade No. 1-D Value	Grade No. 2-D Value
Flash Point °C, min.	D93	38	52
Water and Sediment, % vol, max	D2709	0.05	0.05
Distillation Temp., °C 90 %, % vol recovered Min	D86	...	282
Max		288	338
Kinematic Viscosity, mm ² /S at 40°C Min	D445	1.3	1.9
Max	...	2.4	4.1
Ash % mass, max	D482	.01	.01
Sulfur, ppm (µg/g) max	D5453	15	15
Copper strip corrosion rating, max. (3h at a minimum control temp of 50°C)	D130	No. 3	No. 3

Cetane number, min	D613	40	40
One of the following properties must be met:			
(1) Cetane Index, min	D976-80	40	40
(2) Aromaticity, % vol, max	D1319	35	35
Operability Requirements			
Cloud point, °C, max or	D2500	See Note*	See Note*
LTFT/CFPP, °C, max	D4539/D6371		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	.15	.15
Lubricity, HFRR @ 60 °C, micron, max	D6079/D7688	520	520
Conductivity, pS/m or Conductivity Units, min	D2624/D4308	25	25

* Note: Appropriate low temperature operability properties should be agreed upon between the fuel supplier and purchaser for the intended use and expected ambient temperatures. Tenth percentile minimum air temperatures for US locations are provided in ASTM D975-13a Appendix X5 and may be used as a means of estimating expected regional temperatures

B. Biodiesel B-2

The fuel shall be a light middle or middle distillate grade diesel fuel conforming to Specification ASTM D- 975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur and as an additive two parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The B-2 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

C. Biodiesel B-5

The fuel shall be a light middle or middle distillate grade diesel fuel conforming to Specification ASTM D- 975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur and as an additive five parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The B-5 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

D. Biodiesel B-20

The fuel shall be comprised of 20 parts B-100 biodiesel as conforming to specification ASTM D-6751 blended with 80 parts light middle or middle distillate grade diesel fuel conforming to Specification ASTM D-975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur. The light middle or middle distillate grade diesel fuel whose sulfur level, aromatic level, cetane, or lubricity falls outside of Specification ASTM D- 975 may be blended with biodiesel meeting Specification ASTM D-6751, provided the finished mixtures meets the requirements of D-7467. **The B-20 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

V. PREMIUM ULTRA LOW SULFUR DIESEL (ULSD) FUELS

The fuel shall be a light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel, containing no more than 15 parts per million of sulfur. **The diesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** Diesel fuel supplied must be free from contamination.

A. Properties: Fuel shall conform to the following chemical and physical detailed requirements as recommended by the Engine Manufacturers Association and The Maintenance Council:

<u>Property</u>	<u>Test Method(s)*</u>	<u>Value</u>
API Gravity max**	D287	39
BTU Content**, gross min	D2382	136,000
Cloud Point, $^{\circ}\text{C}$	D2500	4°C Below 10 th Percentile minimum ambient temp
LTFT	D8453	4°C Below 10 th Percentile minimum ambient temp
Cetane Index min	D4737	45
Cetane Number min	D613	50
Lubricity or	D6078 D6079	3100g. MIN. 0.45mm dia. wear scar, max. @ 60°C
Detergency	L10 Injector Deposit Test	CRC Rating ≤ 10 % Flow Loss ≤ 6
Water, PPM max	D1744	200
Sediment, G/M ³ max or Sediment, MG/L max	D6217 D2276, D5452	10 10
Bacteria and Fungus	***	0 cfu/ml
Accelerated Thermal Stability	OCTEL, F21	80% Reflectance
Distillation, $^{\circ}\text{C}$ 10% 50% 90% 95%	D86	Report Report 332 max 355 max
Sulfur, WT% max	D2262	0.05 or legal
Copper Corrosion max	D130	3b

Flash Point, $^{\circ}\text{C}$, min**	D92	52 $^{\circ}\text{C}$ or legal (38 $^{\circ}\text{C}$ for winter)
Aromatics, Vol %	D1319	legal
Viscosity, cST @ 100 $^{\circ}\text{F}$ (40 $^{\circ}\text{C}$)**	D445	1.9 – 4.1 (1.7 for winter)
Ramsbottom Residue, % max	D524	0.15
Ash Content, % WT max	D482	0.01
Appearance	D4176	2 or less and no visible free water or sediment

* Numbers preceded by a 'D' refer to ASTM Standards

** In Extreme cold climate conditions described by ASTM 10th percentile temperatures below -10C in December, January and February, the gravity, BTU, flash point and viscosity specification may be waved and the flash point and viscosity may deviate to the indicated values to achieve the desired cold flow performance.

*** Appropriate test procedures for bacteria and fungus are available from the American Society for Microbiology (ASM)

B. Premium Biodiesel B-2

The fuel shall be a light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel, containing no more than 15 parts per million of sulfur and as an additive two parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The premium B-2 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

C. Premium Biodiesel B-5

The fuel shall be a light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel, containing no more than 15 parts per million of sulfur and as an additive five parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The premium B-5 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

D. Premium Biodiesel B-20

The fuel shall be comprised of 80 parts light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel blended with 20 parts B-100 biodiesel conforming to specification ASTM D-6751. The blend will contain no more than 15 parts per million of sulfur. **The premium B-20 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

APPENDIX C

MANAGEMENT SATISFACTION ASSESSMENT TOOL

Rating Scale

5.0:	Exceptional performance with extraordinary results that exceed requirements
4.0-4.9:	Outstanding performance that generally exceed requirements
3.0-3.9:	Solid performance that generally meets requirements
2.0-2.9:	Marginal performance that generally does not meet requirements
1.0-1.9:	Unsatisfactory performance that consistently does not meet requirements

Account Management	Score	Comments
Exhibits knowledge of, and acts to meet, Authorized Users' needs and is viewed as a valuable resource.		
Proactively offers useful information and ideas to help manage the program.		
Responds to questions and requests in a timely manner.		
Provides accurate and timely information.		
Communicates clearly and professionally.		
Is well prepared when meeting with an Authorized User.		
Delivers on commitments and proactively provides updates on issues.		
Effectively and timely escalates issues for resolution.		
Provides the right resources to manage the contract.		
Total Score		

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Attachment A

RENEWAL #1
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This RENEWAL #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the renewal of Contract E194-73737 effective December 28, 2018, as amended, hereinafter referred to as the "Contract" or "Agreement."

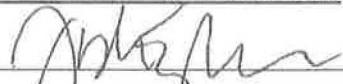
This contract is hereby renewed with the current term of January 6, 2019 through January 5, 2020.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged. This renewal is hereby incorporated into and made an integral part of the Agreement.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY:



NAME:

Josh Epperson

Printed Name

TITLE:

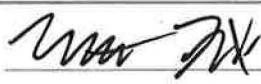
Director, Government Services

DATE:

December 28, 2018

COMMONWEALTH OF VIRGINIA

BY:



NAME:

Matthew Fritzinger, VCO

Printed Name

TITLE:

Statewide Contract Officer

DATE:

12/28/18



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

RENEWAL #2
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This RENEWAL #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the renewal of Contract E194-73737 effective November 6, 2015, as amended, hereinafter referred to as the "Contract" or "Agreement."

The purpose of this modification is to document both parties' agreement to renew the contract.

Reference: Contract E194-73737, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning January 6, 2020 through January 5, 2021.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged. This renewal is hereby incorporated into and made an integral part of the Agreement.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY:

NAME: Josh Epperson
Printed Name

TITLE:

Director of Government Services

DATE:

12/10/2019

COMMONWEALTH OF VIRGINIA

BY:

NAME: Ryan Thompson, VCO
Printed Name

TITLE:

Statewide Sourcing & Contracting Officer

DATE:

12/11/19



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

RENEWAL #3
TO
CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This RENEWAL #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the renewal of Contract E194-73737 effective November 6, 2015, as amended, hereinafter referred to as the "Contract" or "Agreement."

The purpose of this modification is to document both parties' agreement to A.) Renew the Contract, B.) Revise modified General Terms and Conditions: *Vendors Manual, Anti-Discrimination, and Nondiscrimination to Contractors*, C.) Add General Term and Condition: *Civility in State Workplaces* due to legislative changes, and D.) Add Special Term and Condition: *Federally Imposed Tariffs*. All changes are effective when both parties have signed this renewal and shall be included in any subsequent modifications and renewals.

A. Reference: Contract E194-73737, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning January 6, 2021 through January 5, 2022.

B. Reference: Contract E194-73737, "Vendors Manual", "Anti-Discrimination", Non-Discrimination to Contractors"

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or

any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

NONDISCRIMINATION OF CONTRACTORS: A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

C. Reference: Contract E194-73737, "Changes to Contract," add the following to the General term and condition.

CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater

expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

D. Reference: Contract E194-73737, "Changes to Contract," add the following to the Special term and condition.

FEDERALLY IMPOSED TARIFFS: In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractors books, accounts, and other records related to this Agreement and contractor's

costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther
Dan Luther (Dec 16, 2020 09:29 EST)

NAME: Dan Luther
Printed Name

TITLE: VP, Government Sales

DATE: 12/16/2020

COMMONWEALTH OF VIRGINIA

BY: Yours Truly
Ryan Thompson, VCO

NAME: Ryan Thompson, VCO
Printed Name

TITLE: Statewide Sourcing & Contracting Officer

DATE: 12-28-2020



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

RENEWAL #4
TO

CONTRACT NUMBER E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This RENEWAL #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the renewal of Contract E194-73737 effective November 6, 2015, as amended, hereinafter referred to as the "Contract" or "Agreement."

The purpose of this modification is to document both parties' agreement to Renew the Contract. All changes are effective when both parties have signed this renewal and shall be included in any subsequent modifications and renewals.

Reference: Contract E194-73737, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning January 6, 2022 through January 5, 2023.

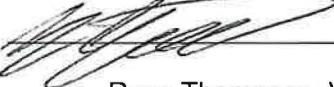
The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-73737 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther
NAME: Dan Luther
Printed Name
TITLE: VP, Government Sales
DATE: 12/21/21

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Ryan Thompson, VCO
Printed Name
TITLE: Statewide Sourcing & Contracting Officer
DATE: 12.30.2021