



City Attorney Review

Signed by: Marcus Duffy

### CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Petroleum Traders Corporation

Bid/Contract Ref # Bulk Fuel, Gasoline and Diesel

Agency Name: State of Florida Department Management Services (DMS)

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026-50 City Council Approval Date: 4/7/2026

Contract Term End Date 12/30/2028

Renewable Y/N Y If yes # and length of renewals: Three (3) Additional 1-Year Renewals

City's Project Manager(s) Justin Jenkins

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the State of Florida

DMS Agreement for bulk fuel, gasoline, and diesel services as needed.

**Approvals:**

Responsible Dept. Director	<small>DocuSigned by:</small> <i>Matt Mancill</i> <small>Signed by: B7AE538AB585431...</small>	Date: <u>Apr 13, 2026   7:45 PM CDT</u>
City Finance	<i>Helena Alves</i> <small>Signed by: 8725892507B492...</small>	Date: <u>Apr 13, 2026   9:45 AM CDT</u>
City Attorney	<i>Marcus Duffy</i> <small>Signed by: A8D59FA5D9FD417...</small>	Date: <u>Apr 14, 2026   9:47 AM CDT</u>
City Manager	<i>Mike McStotelin</i> <small>Signed by: D7DF1A254975438...</small>	Date: <u>Apr 14, 2026   9:50 AM CDT</u>

Vendor Name and Email: Joseph Vanderpool jvanderpool@petroleumtraders.com



# City of PALM COAST

**Finance Department**  
**Budget & Procurement Office**

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Petroleum Traders Corporation  
Attn: Joseph Vanderpool  
P.O. Box 2357  
Fort Wayne, IN 46801

RE: Engagement Letter Authorizing Piggyback

Bulk Fuel, Gasoline, and Diesel  
Contract Name

15100000-19-1 State of Florida Contract  
Contract Reference

Dear Joseph,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,  
*Shannon Nolan*  
Shannon Nolan  
Procurement Coordinator  
sknolan@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

Signed by:

By: Mike McGlothlin

Print Name: Mike McGlothlin

Title: City Manager  
Date: Apr 14, 2026 | 9:50 AM CDT

**Petroleum Traders Corporation**

DocuSigned by:

By: Joseph Vanderpool

Print Name: Joseph Vanderpool

Title: Contract Sales Manager  
Date: Mar 9, 2026 | 1:53 PM CDT

**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Prohibition against considering social, environmental, political, or ideological interests in government contracting**

*Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:*

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

**c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

9. **Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

**CITY OF PALM COAST**

Signed by:  
By: Mike McGlothlin  
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Apr 14, 2026 | 9:50 AM CDT

**SUPPLIER**

DocuSigned by:  
By: Joseph Vanderpool  
1D8175B081CC4CD...  
(Authorized Signatory)

Print Name: Joseph Vanderpool

Title: Contract Sales Manager

Date: Mar 9, 2026 | 1:53 PM CDT

**FORM 7 – PUR 1355**

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

**Petroleum Traders Corporation** is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Joseph Vanderpool**

Title: **Contract Sales Manager**

Signature: **DocuSigned by:  
Joseph Vanderpool  
1D8175B081CC4CD...**

Date: **Mar 9, 2026 | 1:53 PM CDT**

### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



**FORM 8 – AFFIDAVIT OF COMPLIANCE**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

State of \_\_\_\_\_

County of \_\_\_\_\_

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of \_\_\_\_\_ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

Name:

Title:

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.

Notary Signature

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## State Term Contract

No. 15100000-25-STC

For

**Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel**

This State Term Contract No. 15100000-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Petroleum Traders Corporation** ("Contractor") with its principal place of business located at 7102 Pointe Iverness Way, Fort Wayne, IN 46804; collectively referred to herein as the "Parties."

**WHEREAS**, the Department issued a competitive solicitation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel; and

**WHEREAS**, the Contractor was awarded as a result of such competitive solicitation.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Term and Effective Date.

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 31, 2025, or on the date signed by all Parties, whichever is later. The Term Contract shall expire on December 30, 2028, unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

### 2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

- a. This contract document
- b. Exhibit A, Scope of Work
- c. Exhibit B, Enterprise Standard Terms and Conditions
- d. Exhibit C, Markup Sheet

State Term Contract No. 15100000-25-STC For  
Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

**3. Purchases off this Term Contract.**

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

**4. Primary Contacts.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399  
Telephone: (850) 922-9867  
Email: [christopher.mcmullen@dms.fl.gov](mailto:christopher.mcmullen@dms.fl.gov)

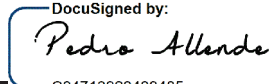
**Contractor's Contract Manager:**

Joseph Vanderpool  
Petroleum Traders Corporation  
7102 Pointe Iverness Way  
Fort Wayne, Indiana 46804  
Telephone: (888) 637-7661  
Email: [jvanderpool@petroleumtraders.com](mailto:jvanderpool@petroleumtraders.com)

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

**IN WITNESS THEREOF**, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

**State of Florida:**  
**Department of Management Services**

By:  \_\_\_\_\_  
C94713929499485...

**Name:** Pedro Allende  
**Title:** Secretary  
**Date:** 12/11/2025 | 7:21 AM EST

**Contractor:**  
**Petroleum Traders Corporation**

By:  \_\_\_\_\_  
1D8175B081CC4CD...

**Name:** Joseph Vanderpool  
**Title:** Contract Manager  
**Date:** 12/10/2025 | 1:21 PM CST

## **EXHIBIT A SCOPE OF WORK**

### **1. PURPOSE**

To provide Customers with Bulk Fuel on a statewide or regional basis, pursuant to the terms set forth in this Scope of Work.

### **2. DEFINITIONS**

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

**ASTM International (ASTM)** – ASTM International, formerly known as the American Society for Testing and Materials, is a globally recognized organization that develops and publishes voluntary consensus standards for a wide range of materials, products, systems, and services.

**Back Haul Charge** – A fee assessed when a Customer orders more Fuel than their storage tank(s) can safely accommodate, requiring the Contractor to return the excess Fuel to Contractor's facility.

**Bid** – The document(s) submitted by a Bidder in response to this ITB.

**Business Day** – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

**Cetane** – The rating of diesel Fuel as a standard measure of the Fuel's ability to ignite quickly and cleanly under compression in a diesel engine. It is expressed as a number (e.g., 40, 45, 50) and indicates the Fuel's ignition quality — with higher numbers representing shorter ignition delays and more efficient combustion.

**Contractor** – A vendor that enters into a Term Contract with the Department as a result of this solicitation.

**Customer** – A State agency or Eligible User.

**Data Transmission Network (DTN) FastRacks Average Price** – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

**Delay Charge** – A fee assessed for each thirty-minute increment that the Contractor is delayed (beyond the initial thirty-minute period, which is not subject to a delay charge) in commencing Delivery of Fuel due solely to the Customer's failure to provide access, authorization, or other necessary conditions for Delivery.

**Delivery** – The act of transporting and offloading Fuel at a Customer’s designated location or site.

**Delivery Charge** – A flat fee assessed for each completed Delivery of Fuel, regardless of the quantity delivered. This charge covers the basic costs associated with transportation, handling, equipment, and labor required to perform the Delivery.

**Eligible User** – As defined in Rule 60A-1.001, F.A.C.

**Ethanol** – A renewable, bio-based alcohol commonly used as a Fuel additive to reduce emissions and enhance Octane levels in gasoline. Ethanol used in motor Fuels must meet applicable standards such as ASTM D4806 to ensure quality, performance, and compatibility with engines.

**Freight Charge** – A transportation fee that may be applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.

**Fuel** – Any fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this Scope of Work as “Bulk Fuel.”

**Group** – A collection of Bulk Fuel that is described in this Scope of Work and Attachment C, Markup Sheet.

**Markup** – The Contractor’s price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer’s location, except for the costs set forth in Section 3.3 of this Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided herein.

**Non-Transport Delivery** – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

**Octane** – The rating of gasoline as a standard measure of the Fuel's ability to resist engine knocking or pinging during combustion, caused by the air/Fuel mixture detonating prematurely in the engine. It is expressed as a number (e.g., 87, 89, 91) and indicates the Fuel's anti-knock properties.

**Order** – Written agreement between the Customer and Contractor which establishes the products agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

**Pump Off Charge** – A fee charged when Fuel must be offloaded from the Delivery truck to one or more tanks at the Customer’s designated location or site using a pump, rather than relying on gravity or standard unloading methods.

**Region** – Service area compromised of specific Florida counties, as defined in Attachment C, Markup Sheet.

**Tank Wagon** – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

**Term Contract** – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

**Top Off Charge** – To bring Fuel to the maximum tank level of 1,000 gallons or less.

**Transport Delivery** – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

### 3. SCOPE OF WORK

#### 3.1 Description of Scope

The Bulk Fuel available for purchase through this Term Contract is classified under the following Groups:

Group	Product	Description
<b>A</b>	Gasoline E10, Unleaded 87 Octane	The product shall meet ASTM D4814 for automotive spark-ignition engine fuel and shall comply with the standards in Rule 5J-21.001, F.A.C.
<b>B</b>	Diesel Fuel, Grade No. 2-D Ultra Low Sulfur	Grade no. 2-D (.0015 mass Percentage sulfur, 40 Cetane min.), for use in over the road diesel engine, per ASTM D975, complying with Rule 5J-21.001, F.A.C.
<b>C</b>	Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur	For use in off-road diesel engine, minimum Cetane number of 40 using ASTM D613, ASTM D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.
<b>D</b>	Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)	The product shall be Unleaded Gasoline, 90 Octane (Anti-Knock Index minimum) and Ethanol-free, formulated specifically for use in marine engines. Product shall meet ASTM D4814 for automotive spark-ignition engine Fuel and comply with the standards in Rule 5J-21.001, F.A.C.
<b>E</b>	Marine Diesel Fuel, Grade No. 2 with Biocide Additive	The product shall be Grade No. 2-D Ultra Low Sulfur Diesel Fuel (maximum 0.0015 mass percent sulfur, minimum Cetane number of 40), meeting ASTM D975. It shall be suitable for use in marine diesel engines and treated with a Fuel-compatible biocide additive to control microbial growth, biofilm formation, and Fuel degradation. The biocide additive shall meet the Environmental Protection Agency (EPA) registration requirements under Federal Insecticide, Fungicide,

		and Rodenticide Act (FIFRA) for use in diesel fuels and be compatible with engine components and fuel system materials. The final product shall comply with the standards in Rule 5J-21.001, F.A.C.
<b>F</b>	Biodiesel Blend	Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the ASTM D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the ASTM D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet ASTM D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. <b>The Contractor must deliver any blend requested by the Customer.</b>

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in this Scope of Work.

**3.2 Pricing Elements for Purchase of Fuels**

Prices will be calculated for each Fuel product using the following information:

**3.2.1 Group A - Gasoline E10, Unleaded 87 Octane**

- DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- Contractor’s Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

**3.2.2 Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur**

- DTN FastRacks Average Price for Ultra Low No. 2.
- Contractor’s Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made

**3.2.3 Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur**

- DTN FastRacks Average Price for Ultra Low Red No. 2.
- Contractor’s Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

**3.2.4 Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)**

- DTN FastRacks Average Price for Ethanol-Free Unleaded Gasoline (Marine Grade) or the closest available benchmark for non-Ethanol

recreational/marine gasoline as published for the terminal location nearest the Delivery point\*.

- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

\*Note: If the DTN FastRacks Average Price report does not publish a distinct Ethanol-Free gasoline price at a nearby terminal, the Contractor shall use the nearest available non-Ethanol gasoline rack price from the closest terminal location from the approved list below, with prior approval by the Customer. Contractor must provide supporting documentation showing the benchmark source used in invoicing.

### **3.2.5 Group E – Marine Diesel Fuel, Grade No. 2 with Biocide Additive**

- DTN FastRacks Average Price for Ultra Low Sulfur Diesel No. 2, as published for the terminal location nearest the Delivery point.
- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

### **3.2.6 Group F - Biodiesel Blend**

- DTN FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method of calculating the bio portion will be used unless the Contractor receives prior written consent from the Customer to an alternate method of getting the weekly price. If no Monday price is published in the Wall Street Journal, then the next available published price will apply (Tuesday, Wednesday, etc.).
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Term Contract. The Contractor

agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of Delivery to the Customer, regardless of when or where the Contractor obtained the Fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-475-4755 or by creating an account at <https://www.dtn.com/refined-Fuels/wholesaler/fastracks/>.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola, FL
- Panama City, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL
- Miami, FL
- Bainbridge, GA

### **3.3 Fuel Fees, Taxes, and Other Costs**

The Contractor may assess the following charges at the rates set forth in Attachment C, Markup Sheet, for the county in which Delivery of Fuel is made:

- Delivery Charge.
- Freight Charge (Transport Deliveries only).
- Pump Off Charge (Transport Deliveries only).
- Delay Charge.
- Back Haul Charge.
- Top Off Charge.
- Tank maintenance, but only in the event the Contractor receives prior written consent from the Customer agreeing to pay a tank maintenance fee and the amount thereof.
- Any applicable Fuel taxes and petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

No other fees, taxes, or costs may be assessed by the Contractor unless expressly allowed by the Term Contract or by law.

### **3.4 Delivery to Customers**

A map of the four geographical Regions (Western, Northern, Central, and Southern) can be located in Attachment C, Markup Sheet.

#### **3.4.1 Delivery Requirements**

The following replaces section 5.e., Transportation and Delivery, of the PUR 1000.

**NOTE: Gallons listed below may be converted to liters.**

3.4.1.1 Transport Delivery on this Term Contract shall be for a minimum of:

- 6,000 gallons for a Delivery of gasoline;
- 6,000 gallons for a Delivery of diesel; and
- 7,500 gallons for a combination load of gasoline and diesel.

- 3.4.1.2 Delivery options on the Term Contract for less than the Transport Delivery minimum amounts listed above may be made via Non-Transport Delivery.
- 3.4.1.3 In the event of an emergency, gasoline and/or diesel Deliveries can be made by a transport truck for gasoline or diesel Deliveries less than the Transport Delivery minimum amounts listed above.
- 3.4.1.4 Delivery shall be Free on Board (F.O.B.) destination to the Customer's location throughout the State of Florida.
- 3.4.1.5 Delivery shall be made available to all Customers and their locations. Imperial measurements appearing are not intended to preclude Bids for Fuel with equivalent metric measurements.
- 3.4.1.6 Delivery of Fuel will be delivered to the Customer's tank(s) within 48 hours after a Customer's Order is received unless specified otherwise in writing by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make Delivery. If non-metered vehicles are used, the driver shall leave with the Customer a metered loading report from the terminal. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may agree to a higher Delivery Charge than that which is set forth in Attachment C, Markup Sheet, if Customer requests same day Delivery.
- 3.4.1.7 Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after Delivery.

### **3.5 Invoices**

The Contractor shall submit timely and accurate invoices to the Customer. The Contractor shall have the ability to accept Customer Orders in writing, including electronically.

**3.5.1** At a minimum the invoices are to provide the following information:

- Contractor's name, contract number, actual date of Delivery, location of Delivery, Fuel manufacturer, and Fuel quantity delivered;
- DTN FastRacks Average Price based on the actual Delivery date and named closest terminal used for price;
- Exempted taxes, fees, credits, Markup, and other charges consisting of Delivery, Freight, Pump Off, Delay, Back Haul, Top Off, or tank maintenance charge;
- Downward adjustments due to unforeseen circumstances including but not limited to erroneous orders, Fuel spills, Delivery of incorrect Fuel, and cross-fueling; and
- Total invoice price.

**3.5.2** To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

### **4. WARRANTY**

The Contractor warrants that all Fuel delivered under this Term Contract shall conform to the specifications stated in this Scope of Work, and all applicable federal and state regulations,

including Rule 5J-21.001, F.A.C.

**4.1** The Fuel shall be free from contamination, water, sediments, or other impurities that could impair vehicle or equipment performance. The Contractor shall be fully responsible for any damages, costs, or losses arising from Delivery or supplying of non-conforming or contaminated Fuel, including equipment repairs and remediation.

**4.2** If any Fuel delivered under this Term Contract is found to be non-compliant, the Contractor shall, at their own expense:

4.2.1 Promptly replace the non-conforming Fuel;

4.2.2 Remove and dispose of the defective product in compliance with applicable federal and state regulations; and

4.2.3 Reimburse the Customer for any damages and reasonable expenses resulting from the Delivery, handling, or use of such Fuel.

The warranty shall extend for a period of at least 90 days from the date of each Delivery.

## **5. CUSTOMER SERVICE**

The Contractor shall designate at least one authorized representative to serve as the primary point of contact for all matters related to this Term Contract, including ordering, Delivery coordination, billing inquiries, and quality concerns. The representative must be available by phone and email during Business Days and must respond to inquiries within one Business Day. The Contractor's representative shall maintain courteous and professional communication with the Department and Customers at all times.

## **6. COMPLIANCE AND COMPATIBILITY**

It is the Contractor's responsibility to ensure that all Fuel supplied is compliant with the Term Contract requirements, specifications, terms, and conditions. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver Fuel that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

## **7. PUNCHOUT CATALOG AND ELECTRONIC INVOICING**

The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN

This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Term Contract.

## **8. RECALLED COMMODITIES**

In the event there is a recall of any commodity offered on the Term Contract, or any part or component of a, or any parts incorporated into the commodity, the Contractor shall assist the Department and Customers in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, assist the Department and each Customer in locating and obtaining any recalled commodities. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure recalled commodities are rectified, replaced and destroyed in compliance with all applicable laws.

## **9. REQUEST FOR QUOTES REQUIREMENT**

Customers shall use a Request for Quotes in accordance with section 287.056(2), F.S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

## **10. FINANCIAL CONSEQUENCES**

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right

to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

**Financial Consequences Chart**

<b>Deliverable</b>	<b>Performance Metric</b>	<b>Performance Due Date</b>	<b>Financial Consequence for Non-Performance</b>
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month	\$100 per day late
Contractor will deliver Fuel in a timely manner as described in the Delivery Requirements Section	All Fuel Deliveries will be on time	All Fuel Deliveries will be made within 48 hours after Customer's Order is received	\$250 per day late

**No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.**

# EXHIBIT B



## ENTERPRISE STANDARD TERMS AND CONDITIONS

**These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.**

## SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

**“Attachments”** means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

**“Business Days”** means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

**“Contractor”** means the person or entity that is a party to the Term Contract and is offering Products for purchase.

**“Customer”** means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

**“Department”** means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

**“Enterprise Alternate Contract Source”** means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

**“Product”** means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

**“State”** means the State of Florida

**“State Term Contract”** means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

**“Term Contract”** means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

## SECTION 2. CONTRACT AMENDMENT

**2.1 Amendment.** The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

### **SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION**

**3.1 Construction.** Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

**3.2 Administration.** Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**3.2.1 Notices.** Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

#### **SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.**

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

#### **4.2 Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

## **SECTION 5. PURCHASES OFF THE TERM CONTRACT.**

- 5.1 Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

## **SECTION 6. PAYMENT AND FEES.**

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

## **SECTION 7. PERFORMANCE**

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

**7.3 Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

**7.4 Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/subcontractor-dealer-reseller-forms/vendor-resources/state-purchasing-business-operations-florida-department-of-management-services). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

**7.5 Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

## **SECTION 8. CONTRACT MANAGEMENT**

**8.1 Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

- Department's Contract Manager Name
- Department's Name
- Department's Physical Address
- Department's Telephone #
- Department's Email Address

**8.2 Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

- Contractor's Contract Manager Name
- Contractor's Name
- Contractor's Physical Address
- Contractor's Telephone #
- Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

## **SECTION 9. COMPLIANCE WITH LAWS.**

**9.1 Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

**9.2 Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) 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 (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

## **SECTION 10. DISPUTES AND LIABILITIES.**

**10.1 Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

### **10.2 Dispute Resolution Process.**

- (a) **Department Review.** The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) **Meeting between the Principals.** If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any other remedies.

**10.3 Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

**10.4 Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

**10.5 Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

**10.7 Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

## **SECTION 11. MISCELLANEOUS.**

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

## **SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

**12.3 Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

**12.4 Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

## **12.5 Intellectual Property.**

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

## **SECTION 13. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

## **SECTION 14. CONTRACT MONITORING.**

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

**14.2 Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

**14.2.1 Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

**14.2.2 Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

**14.2.3 Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

**14.2.4 MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_myfloridamarketplace/mfmp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

**14.3 Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

**14.4 Performance Deficiencies.**

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

**14.5 Inspection.**

14.5.1 **Inspection at Contractor’s Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

## **SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

## **SECTION 16. CONFIDENTIALITY.**

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

## **SECTION 17. SUPPLIER DEVELOPMENT.**

**17.1 Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at [OSDHelp@dms.fl.gov](mailto:OSDHelp@dms.fl.gov).

**17.2 Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

**Exhibit C - Markup Sheet (Western Region)**  
**State Term Contract No. 15100000-25-STC for**  
**Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel**

<b>Vendor Name</b>		
Petroleum Traders Corporation		
	<b>Initial Term Price Per Gallon</b>	<b>Renewal Term Price Per Gallon</b>
<b>Group A - Gasoline E10, Unleaded 87 Octane</b>		
Transport Delivery (6,000 - 8,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.45	\$ 0.45
Non-Transport Delivery (250 - 999 gallons)	\$ 0.50	\$ 0.50
<b>Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.45	\$ 0.45
Non-Transport Delivery (250 - 999 gallons)	\$ 0.50	\$ 0.50
<b>Group F - Biodiesel Blend</b>		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		

<b>Allowable Charges for Transport Delivery and Non-Transport Delivery</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Delivery Charge (per gallon)	\$ 0.07	\$ 0.07
Delay Charge (per 30 minutes)	\$ -	\$ -
Back Haul Charge (per gallon)	\$ 0.05	\$ 0.05
Top Off Charge (flat rate, not to exceed)	\$ -	\$ -
<b>Allowable Charges for Transport Delivery Only</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Freight Charge (flat rate, not to exceed)	\$ -	\$ -
Pump Off Charge (per delivery, not to exceed)	\$ -	\$ -

**Exhibit C - Markup Sheet (Northern Region)**  
**State Term Contract No. 15100000-25-STC for**  
**Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel**

<b>Vendor Name</b>		
Petroleum Traders Corporation		
	<b>Initial Term Price Per Gallon</b>	<b>Renewal Term Price Per Gallon</b>
<b>Group A - Gasoline E10, Unleaded 87 Octane</b>		
Transport Delivery (6,000 - 8,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.45	\$ 0.45
Non-Transport Delivery (250 - 999 gallons)	\$ 0.50	\$ 0.50
<b>Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.45	\$ 0.45
Non-Transport Delivery (250 - 999 gallons)	\$ 0.50	\$ 0.50
<b>Group F - Biodiesel Blend</b>		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		

<b>Allowable Charges for Transport Delivery and Non-Transport Delivery</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Delivery Charge (per gallon)	\$ 0.07	\$ 0.07
Delay Charge (per 30 minutes)	\$ -	\$ -
Back Haul Charge (per gallon)	\$ 0.05	\$ 0.05
Top Off Charge (flat rate, not to exceed)	\$ -	\$ -
<b>Allowable Charges for Transport Delivery Only</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Freight Charge (flat rate, not to exceed)	\$ -	\$ -
Pump Off Charge (per delivery, not to exceed)	\$ -	\$ -

**Exhibit C - Markup Sheet (Central Region)**  
**State Term Contract No. 15100000-25-STC for**  
**Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel**

<b>Vendor Name</b>		
Petroleum Traders Corporation		
	<b>Initial Term Price Per Gallon</b>	<b>Renewal Term Price Per Gallon</b>
<b>Group A - Gasoline E10, Unleaded 87 Octane</b>		
Transport Delivery (6,000 - 8,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.43	\$ 0.43
Non-Transport Delivery (250 - 999 gallons)	\$ 0.48	\$ 0.48
<b>Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.45	\$ 0.45
Non-Transport Delivery (250 - 999 gallons)	\$ 0.50	\$ 0.50
<b>Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.45	\$ 0.45
Non-Transport Delivery (250 - 999 gallons)	\$ 0.50	\$ 0.50
<b>Group F - Biodiesel Blend</b>		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		

<b>Allowable Charges for Transport Delivery and Non-Transport Delivery</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Delivery Charge (per gallon)	\$ 0.07	\$ 0.07
Delay Charge (per 30 minutes)	\$ -	\$ -
Back Haul Charge (per gallon)	\$ 0.05	\$ 0.05
Top Off Charge (flat rate, not to exceed)	\$ -	\$ -
<b>Allowable Charges for Transport Delivery Only</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Freight Charge (flat rate, not to exceed)	\$ -	\$ -
Pump Off Charge (per delivery, not to exceed)	\$ -	\$ -

**Exhibit C - Markup Sheet (Southern Region)**  
**State Term Contract No. 15100000-25-STC for**  
**Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel**

<b>Vendor Name</b>		
Petroleum Traders Corporation		
	<b>Initial Term Price Per Gallon</b>	<b>Renewal Term Price Per Gallon</b>
<b>Group A - Gasoline E10, Unleaded 87 Octane</b>		
Transport Delivery (6,000 - 8,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.63	\$ 0.63
Non-Transport Delivery (250 - 999 gallons)	\$ 0.68	\$ 0.68
<b>Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.63	\$ 0.63
Non-Transport Delivery (250 - 999 gallons)	\$ 0.68	\$ 0.68
<b>Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.03)	\$ (0.03)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.63	\$ 0.63
Non-Transport Delivery (250 - 999 gallons)	\$ 0.68	\$ 0.68
<b>Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.65	\$ 0.65
Non-Transport Delivery (250 - 999 gallons)	\$ 0.70	\$ 0.70
<b>Group E - Marine Diesel Fuel, Grade No. 2 with Biocide Additive</b>		
Transport Delivery (6,000 - 7,500 gallons)	\$ (0.01)	\$ (0.01)
Non-Transport Delivery (1,000 - 5,999 gallons)	\$ 0.65	\$ 0.65
Non-Transport Delivery (250 - 999 gallons)	\$ 0.70	\$ 0.70
<b>Group F - Biodiesel Blend</b>		
Transport Delivery (6,000 - 7,500 gallons)		
Non-Transport Delivery (1,000 - 5,999 gallons)		
Non-Transport Delivery (250 - 999 gallons)		

<b>Allowable Charges for Transport Delivery and Non-Transport Delivery</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Delivery Charge (per gallon)	\$ 0.07	\$ 0.07
Delay Charge (per 30 minutes)	\$ -	\$ -
Back Haul Charge (per gallon)	\$ 0.05	\$ 0.05
Top Off Charge (flat rate, not to exceed)	\$ -	\$ -
<b>Allowable Charges for Transport Delivery Only</b>	<b>Initial Term</b>	<b>Renewal Term</b>
Freight Charge (flat rate, not to exceed)	\$ -	\$ -
Pump Off Charge (per delivery, not to exceed)	\$ -	\$ -

Company ID Number: 53819

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

**MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Petroleum Traders Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 53819

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 53819

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 53819

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 53819

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound “foreign”, and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 53819

**ARTICLE III**

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF  
HOMELAND SECURITY**

**A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

**B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 53819

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 53819

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer Petroleum Traders Corporation**

**Jane I Thomas**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

**09/13/2007**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 53819

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**09/13/2007**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# PETROLEUM TRADERS Corporation

PO BOX 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

## CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Petroleum Traders Corporation [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Petroleum Traders Corporation's [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Joseph Vanderpool  
Print Name: Joseph Vanderpool  
Title: Contract Sales Manager  
Date: 3/9/26

STATE OF ~~FLORIDA~~ Indiana  
COUNTY OF Allen

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of March, 2026 by Joseph Vanderpool, Contract Sales Manager [name of officer or agent, title of officer or agent] of Petroleum Traders Corporation [name of contractor company acknowledging], a Indiana [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ [type of identification] as identification.



Michelle Beard  
Notary Public  
Name typed, printed or stamped  
My Commission Expires: 6/10/26

**FORM 8 – AFFIDAVIT OF COMPLIANCE**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

State of Indiana

County of Allen

*Petroleum Traders Corporation*

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of \_\_\_\_\_ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 3/9/26

Signed: Joseph Vanderpool

Entity: Petroleum Traders Corporation

Name: Joseph Vanderpool  
Title: Contract Sales Manager

Sworn to (or affirmed) and subscribed before me this 9 day of March, 2025, by Joseph Vanderpool



Notary Signature

Michelle Beard

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**RESOLUTION 2026-50**  
**PIGGYBACK WITH PETROLEUM TRADERS CORPORATION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT WITH PETROLEUM TRADERS CORPORATION FOR THE PURCHASE OF BULK FUEL, GASOLINE, AND DIESEL PRODUCTS FOR THE CITY'S FLEET AND EQUIPMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Petroleum Traders Corporation has expressed a desire to provide bulk fuel, gasoline, and diesel products to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve piggybacking the State of Florida Department of Management Services contract with Petroleum Traders Corporation for bulk fuel, gasoline, and diesel products for the City's fleet and equipment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the contract between State of Florida Department of Management Services and Petroleum Traders Corporation for the purchase of bulk fuel, gasoline, and diesel products for the City's fleet and equipment, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. FUTURE AMENDMENTS.** The City Manager, or designee is hereby authorized to approve any future amendment to the Master Price Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

**SECTION 5. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

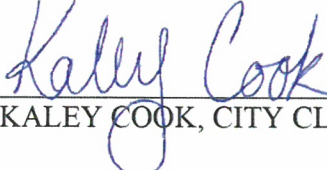
**SECTION 6. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 7<sup>th</sup> day of April 2026.

ATTEST:

  
KALEY COOK, CITY CLERK

CITY OF PALM COAST

  
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

  
MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" Piggyback Contract with Petroleum Traders Corporation