



**CONTRACT AMENDMENT NO.: 3**

Contract No.: 15100000-19-1

Contract Name: Bulk Fuel, Gasoline, and Diesel

**This Contract Amendment No. 3** ("Amendment") to Contract No. 15100000-19-1 ("Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and Mansfield Oil Company of Gainesville, Inc. ("Contractor"), with its principal place of business located at 1025 Airport Parkway S.W., Gainesville, GA 30501; collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract, which became effective on July 1, 2019, for the provision of Bulk Fuel, Gasoline, and Diesel;

**WHEREAS** the Contract was renewed for a period of three years, with a new Contract expiration date of June 30, 2025 and;

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Exhibit C, Special Contract Conditions, subsection 6.9, Modification and Severability.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Amendment**

- a. The Contract is amended to add the following as a new Section VII. to the Contract:

**Termination Related to Statutory Certifications.** At the Department's option, the 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 Contract based on the statutory provisions referenced therein.

- b. The Contract is amended to add the following as a new Section VIII. to the Contract:

**Warranty of Ability to Perform.** Upon the effective date of this Amendment, and each year on the anniversary date of the 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 Contract obligations.

Additionally, the Contractor shall promptly notify the Department and Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.)



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or if it or its suppliers, subcontractors, or consultants under the 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 and Customer 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 Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

**II. Contract Extension.** The Contract is extended for a period of six months pursuant to the same terms and conditions of the Contract and any executed written amendments, except as amended herein, with a new Contract expiration date of December 30, 2025.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Effect.** The terms and conditions of the Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by the undersigned duly authorized representatives.

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

**Contractor:**  
**Mansfield Oil Company of Gainesville, Inc.**

DocuSigned by:  
**By:** Pedro Allende  
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Signed by:  
**By:** Dan Luther  
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**Name:** Pedro Allende

**Name:** Dan Luther

**Title:** Secretary

**Title:** VP, Sales

**Date:** 5/27/2025 | 9:15 PM EDT

**Date:** 5/21/2025 | 5:53 PM EDT