

TERM CONTRACTS

- 18. Approve Mutual Termination for RFP-4228-04/GMG – Term Contract for Gasoline and Diesel Fuel Purchase, with Mansfield Oil Company, Gainesville, Georgia (Mutual Termination).**

RFP-4228-04/GMG provides for gasoline and diesel fuel on an as needed basis for Seminole County Fleet Services Division.

The current Contractor, Mansfield Oil Company has requested a mutual termination of the agreement due to the fact that Seminole County is not consuming ratable gallons of gasoline and diesel fuel to secure allocations at the fuel terminals. Currently, Seminole County is utilizing the Orange County Contract to acquire gasoline and diesel fuel which is, at this time, more financially advantageous to the County.

Administrative Services/Fleet Services Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the termination and authorize the Purchasing and Contracts Manager to execute the documents as prepared and approved by the County Attorney's Office.



Mansfield Oil Company
1025 Airport Parkway, S.W.
Gainesville, Georgia 30501

(678) 450-2000
FAX (678) 450-2200

Via Facsimile (407-665-7956)

April 27, 2006

Seminole County
Purchasing and Contracts Division
Attn: Ms. Betsy Cohen & Ms. Gloria Garcia
1101 East First Street
Sanford, FL 32771

RE: RFP-4228-04/GMG
Term Contract for Purchase of Gasoline and Diesel Fuel

In reference to subject contract, Mansfield Oil is giving 30 days notice for mutual termination of this contract.

Mansfield is requesting mutual termination due to Seminole County electing to purchase from Orange County's fuel contract. Due to Seminole County currently not purchasing on a ratable basis from Mansfield Oil since January 2006, Mansfield cannot be held liable to perform under this contract during supply constraints and emergency situations. This contract was not bid with the intent to be an emergency back up contract.

Mansfield will gladly work with Seminole during situations where supply becomes a problem on a Cost Plus program, but we cannot be held to a contract during these circumstances when Seminole is not buying consistently from Mansfield. Mansfield cannot be held in default of a contract when we do not have the ratable gallons to secure allocations at the fuel terminals.

Please advise as soon as possible on whether Seminole County is willing to terminate.

Please feel free to call me with any questions at 1-800-255-6699, ext. 2080 or Josh Epperson at ext. 2073. We look forward to hearing from you.

Regards,

Michelle Shively
Michelle Shively
Government Sales Manager

Cc: J. Epperson

**MUTUAL TERMINATION OF TERM CONTRACT FOR PURCHASE OF GASOLINE AND
DIESEL FUEL (RFP-4228-04/GMG) FLEET SERVICES DIVISION**

THIS MUTUAL TERMINATION of Agreement is made and entered into this _____ day of _____, 20__, by and between **MANSFIELD OIL COMPANY**, whose address is 1025 Airport Parkway, S.W., Gainesville, Georgia 30501, hereinafter referred to as the "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, on January 31, 2005, the parties executed a Term Contract for Purchase of Gasoline and Diesel Fuel for the COUNTY's Fleet Services Division; and

WHEREAS, the Scope of Services for the Term Contract Agreement has since been deemed unnecessary; and

WHEREAS, the COUNTY finds it unnecessary to purchase fuel on a ratable basis from the CONTRACTOR,

NOW, THEREFORE,

1. The CONTRACTOR and the COUNTY hereby agree that the Term Contract for Purchase of Gasoline and Diesel Fuel executed on January 31, 2005 is hereby mutually terminated.

2. The CONTRACTOR agrees that no payment is due under said Term Contract by the COUNTY and both parties agree that all mutual responsibilities, liabilities and considerations assumed pursuant to said Term Contract are hereby satisfied.

3. The Purchasing and Contracts Manager is hereby authorized to execute this Mutual Termination on behalf of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed
this Agreement on the date below written for execution by the COUNTY.

MANSFIELD OIL COMPANY

Witness

By:_____

Print Name

Print Name

Witness

Title:_____

Print Name

Date:_____

SEMINOLE COUNTY, FLORIDA

Witness

By:_____

RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Date:_____

Witness

As authorized by Section 330.3,
Seminole County Administrative
Code.

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
4/28/06
rfp-4228 termination