



DEPARTMENT OF MANAGEMENT
SERVICES

Governor Charlie Crist
Secretary Linda H. South

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

850-488-8440: TEL
850-414-6122: FAX
<http://dms.myflorida.com>

CERTIFICATION OF CONTRACT

Suite 360

TITLE: Liquefied Petroleum Gas

CONTRACT NO.: 405-200-08-1

ITB NO.: 28-405-200-X; Liquefied Petroleum Gas

EFFECTIVE: November 1, 2007 through October 31, 2012

CONTRACTOR(S):

Amerigas Propane (A)
Coast Gas (A)
Ferrellgas (A)
Suburban Propane (A)

**CONTRACT
COPY**

-
- A. **AUTHORITY** – Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B. **EFFECT** – This contract was entered into to provide economies in the purchase of Construction, Industrial & Agricultural Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.
- All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** – Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

- 3
- E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature (date)

DSP/db/jdb

Attachments

3
4
CONTRACT ADMINISTRATOR

DAVID BENNETT

PHONE: (850) 921-4072

SUNCOM 291-4072

E-MAIL: bennetd@dms.state.fl.us

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SECTION 1.0
INTRODUCTION

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1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors, to submit Responses in accordance with these solicitation documents for the purchase and delivery of Liquefied Petroleum Gas, also referred to as propane. The purpose of the solicitation is to establish an approximately five (5) year State Term Contract, for use by all State of Florida agencies and other eligible users for the acquisition of **Liquefied Petroleum Gas** with the potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent is to obtain the most cost effective Liquefied Petroleum Gas for the State of Florida while maximizing the quality and level of service. Qualified companies must have the capability to provide the Liquefied Petroleum Gas in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

Bid Responses with all required attachments shall be mailed to the attention of the Contact Person in Section 3.1 of the solicitation.

The Contract term, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end October 31, 2012 with the potential option to renew per Chapter 287, Florida Statutes.

1.2 Timeline

Event	Event Date
Issue ITB	09/07/2007
Questions from Respondents Due (No later than 5:00 pm ET)	09/12/2007
Post Responses to Respondent's Questions	09/14/2007
ITB Responses Due (No later than 2:00 pm ET)	09/20/2007
Post Notice of Intent to Award	09/26/2007
Contract Award	11/01/2007

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SECTION 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not

constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the

prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and

responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <http://fcn.state.fl.us/owa/vbs/owa/vbs/www.main.menu>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the

Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

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- 3.3 DEFINITIONS**
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- 3.5 EMAIL NOTIFICATION**
- 3.6 AMENDMENTS TO THE SOLICITATION DOCUMENTS**
- 3.7 ESTIMATED QUANTITIES**
- 3.8 SUBMITTAL OF RESPONSE**
- 3.9 EVALUATION CRITERIA**
- 3.10 BASIS FOR AWARD**
- 3.11 STATE OBJECTIVES (REV. 07/28/04)**
- 3.12 LOBBYING**

3.1 Contact Person

Refer ALL Inquiries to:

Jim Den Bleyker,
Purchasing Specialist
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850)488-8367 (voice)
(850)414-6122 (facsimile)
Jim.DenBleyker@dms.myflorida.com

Or

David Bennett,
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850)921-4072 (voice)
(850)414-6122 (facsimile)
David.Bennett@dms.myflorida.com

Please Note: All solicitation related questions must be submitted by email to the Contact Persons listed above with “**SOLICITATION RELATED QUESTION**” spelled out in the Subject Line of your email. Questions by phone will not be accepted.

3.2 Order of Precedence

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

All Responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Introduction
- Special Instructions to Respondents,
- Special Conditions,
- General Instructions to Respondents [PUR 1001 (10/06)],
- General Contract Conditions [PUR 1000 (10/06)],
- Forms,
- Technical Specifications
- Price Sheet.

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Failure to comply with terms and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

This Section, 3.2, supersedes and replaces Section 2.4, Terms and Conditions, of this solicitation.

3.3 Definitions

3.3.1 The definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1 of this document, shall apply to this Section. The following additional terms are also defined:

3.3.2 "State" means the State of Florida.

3.3.3 "Department" means the Florida Department of Management Services.

3.3.4 "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.

3.3.5 "Eligible User" is defined in 60A-1.005, F.A.C. The following entities are eligible users:

1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. *Specific Authority 287.042 (12) F.S. Law Implemented 287.012 (12) F.S. History – New 8-24-04.*

Section 287.056 of the Florida Statutes governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

3.3.6 "Vendor" means the entity that believes itself capable and is in the business of providing Commodities under the terms of the solicitation, and may or may not respond to the solicitation.

3.3.7 "Contractor" means the Respondent that contracts to sell Commodities or contractual services to an Eligible User.

3.3.8 "Commodity" means a tangible good, which meets the specifications herein.

3.3.9 "Commodity Code" means the State of Florida specified numeric code for classifying Commodities or contractual services representing particular Commodity specifications herein.

3.4 Who May Respond

The Department will accept Responses from capable Liquefied Petroleum Gas vendors, who are in good standing with the State of Florida, satisfying the terms of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a countywide Contract in the State of Florida.

By submitting a Response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and / or documentation.

Respondents are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on the One Florida Initiative and CMBEs is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

3.5 Email Notification

Vendors are reminded that Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, amendment, or close of solicitations. **Vendors are responsible for checking the Vendor Bid System for information and updates concerning solicitations.**

3.6 Amendments to the Solicitation Documents

The Department reserves the right to issue amendments to the solicitation. Notice of any amendment will be posted within the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and / or reviewing the formal changes to the solicitation. Each Respondent is responsible for monitoring the sites for new or changing information concerning the solicitation.

3.7 Estimated Quantities

To assist Respondents in the solicitation process, gross estimated historical usage information of Liquefied Petroleum Gas is provided. Spend information is based on FY 05/06 data. This figure shall not be construed as commitments.

- **FY 05/06 Estimated three (3) Million Gallons**

All quantities listed herein are ESTIMATES ONLY. The above figure reflects estimated spend generated by State Agencies and by Eligible Users of past similar Contracts and are provided to assist Respondents in the solicitation process and /or to assist the Department in measuring Responses to the solicitation and shall not be construed as commitments.

In the event of nationwide or local shortages, the contractor shall agree to furnish the facilities herein the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not conflict regulations, which may be established by the United States government.

3.8 Submittal of Response

3.8.1 Submittal of Bid

Bid Responses with all required attachments shall be mailed to the attention of the Contact Persons in Section 3.1 of the solicitation. This Section supersedes Section 2.3.

The outer packaging of mailed documents shall clearly state: Solicitation Title and Number (ITB No.: 28-405-200-X-REBID, Liquefied Petroleum Gas), and the ITB Responses Due Date and Time from the Timeline in Section 1.2 of the solicitation. **Failure to provide all required information within the solicitation Response may result in rejection of the Response.**

Respondents are encouraged to review the Bid Preparation Checklist (Section 7.2) to confirm that they have completed all required activities before the submittal of the bid response. The Bid Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Bid Preparation Checklist does not have to be returned with the Response.

Each Respondent is responsible for ensuring that the offer is submitted before the submittal deadline noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers after the due date and time specified in the Timeline or as amended by the Department. **Responses must be submitted as provided in the solicitation document, by the date and time specified on the Timeline.**

3.8.2 Price Sheet Responses

Price Sheet Responses will be submitted in the locations and formats provided in the Price Sheet, Section 7.1 of the solicitation, as summarized herein. Prices shall be based on the average price for propane for all companies at Hattiesburg, MS as reported by BPN's Weekly Propane Newsletter, Propane Prices Update column, most recent edition, plus a Firm Markup or Discount. The average price shall go into effect on the day following the posted date in the Propane Prices Update column. The Firm Markup or Discount may include the vendor's profit, delivery costs, tank rental costs, vendor surcharge fee, and any other costs the vendor wishes to include. **Prices shall be per gallon for the Firm Markup or Discount to the Hattiesburg average.** The Firm Markup or Discount shall not change during the term of the contract. The average price for Hattiesburg, MS shall be used as a basis for prices under this contract regardless of where the gas is actually obtained. Prices are required for bobtail delivery on both facility owned tanks and rental tanks, to be considered for an award.

All prices will be in U.S. Dollars, whole (\$; e.g., \$99,999 or -\$99,999).

Other than providing the required Response information within the Price Sheet (Section 7.1), the Respondent agrees and confirms that they have not altered the information, specifications, and contents of the Price Sheet, as created by the Department. **Any alteration of the Price Sheet specifications or contents may result in the Respondent being considered non-responsive.**

3.8.3 Alternate Responses

Respondent may not submit more than one Response for each Commodity Code. The Department seeks each Respondent's single-best Response.

3.8.4 Savings / Price Reductions

Respondent shall submit a completed Savings / Price Reductions form (Section 7.4) with their Response containing the required savings information for each Commodity offered

and a method(s) for the Department to verify the savings provided. The Savings / Price Reductions form shall be mailed to the Department per Section 3.8.1 of the solicitation.

3.8.5 Contract Signature Page

Respondent shall submit a completed original Contract Signature Page (Section 7.6) with their Response by mail to the Department per Section 3.8.1 of the solicitation. **Note: The submission of the Contract Signature Page does not signify, imply, or guarantee award of a Contract, but may be used if the Respondent is awarded the Contract per Basis for Award, Section 3.10 of the solicitation.**

3.9 Evaluation Criteria

The Department shall evaluate eligible responsive offers. Responses that do not meet all Contract requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

3.10 Basis for Award

The Department intends to make awards to one or more (not to exceed three) responsive low bidders each for Groups A and B, per county for each item number listed on the Price Sheets (see Section 7.1).

Bidders are solely responsible for submitting the appropriate forms with their bid. To assist bidders, a bid preparation checklist is included in section 7.2 of these solicitation documents.

Group A: (bobtail delivery) will be awarded to the lowest qualified bidder; the next two (2) qualified low bidders must be within 20% of the lowest qualified bidder to receive awards.

Group B: (transport delivery) will be awarded to the lowest qualified bidder; the next two (2) qualified low bidders must be within 20% of the lowest qualified bidder to receive awards.

The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

3.11 State Objectives

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.11.1 Diversity

Florida is a state rich in its diversity and is dedicated to fostering the continued development and economic growth of small, minority, and women-owned businesses. Participation of a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority, and women-owned business enterprises participate in the State's procurement process as both prime Contractors and Subcontractors under prime Contracts. Small, minority, and women-owned businesses are strongly encouraged to submit replies to this solicitation.

The Contractor shall submit documentation addressing Diversity and describing the efforts being made to encourage the participation of small, minority, and women-owned businesses.

Information on Certified Minority Business Enterprises (CMBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

3.11.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.11.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the "Certification of Drug-Free Workplace" form included in Section 7.6 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.11.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional

information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.11.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.12 Lobbying

The Respondent shall not lobby the legislative, judicial or executive branches, or any State Agency on any aspect of the Contract during the procurement process (i.e. from time Contract is advertised to execution of a Contract) associated with the Contract. Violation of this restriction can be cause for disqualification from the procurement process.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

SECTION 4.0
GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]

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4.1 Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3)

promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the 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 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 Contract would result in a substantial loss.

4.5 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within

thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING

REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

4.15 Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions. 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 Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). 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 this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: 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.

4.19 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages,

penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State'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 Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract 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 shall 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 shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or 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 Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) 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 (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the

Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to 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 paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the

ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

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

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

4.30 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the

Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall 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 State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform. 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. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce

those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SECTION 5.0
SPECIAL CONDITIONS

CONTENTS:

- 5.1 DEFINITIONS**
- 5.2 PERIOD OF AGREEMENT**
- 5.3 MULTIPLE AWARDS**
- 5.4 CATALOG DATA**
- 5.5 ORDERING INSTRUCTIONS**
- 5.6 PURCHASE ORDERS**
- 5.7 DELIVERY**
- 5.8 Transaction Fee Reports**
- 5.9 LOBBYING**
- 5.10 COMPLIANCE WITH LAWS**

5.1 Definitions

The definitions found and referenced in the Section 3.3 and General Contract Conditions [PUR1000 (10/06)], Section 4.1 of this document, shall apply to this Section. The following additional terms are also defined:

- 5.1.1 "Dealer"** means the Manufacturer's representative authorized to market, sell, and service Commodities, which meet the specifications herein.

5.2 Period of Agreement

This agreement shall be in effect beginning on the Contract Formation date, per Section 2.17, and end October 31, 2012. This is an initial period of approximately five (5) years with the potential options for renewals as allowed by Chapter 287, Florida Statutes. Renewal is contingent upon satisfactory performance by the Contractor.

5.3 Multiple Awards

Per the Basis for Award, Section 3.10, the Contract may contain multiple awards per Commodity Code as provided within the Price Sheet, Section 7.1.

5.4 Catalog Data

The MyFloridaMarketPlace ("MFMP") third-party service provider is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to the Service Provider (This format is generally Microsoft Excel).

Within ten (10) business days of written notice from the Service Provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor name, Manufacturer name, Commodity description (using Contract Price Sheets descriptions), unit of measure, and Contract price. Contractor shall provide this information in the format required by the Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Eligible Users, or Service Provider. With the Contractor's timely assistance,

the Service Provider shall create and maintain web-based placement of the requested Contract information.

5.5 Ordering Instructions

The Ordering Instructions, Section 7.4, will contain current information relevant to the acquisition of Commodities under the Contract. This information shall include, but not be limited to, the Contractor's name and identifying number, the Contractor's Contract Representative with their contact information, the Contractor's Ordering Contact Person with their contact information, the Contractor's Remit-To Address, and a list of Department maintained instructions to assist Eligible Users in placing orders under the Contract. It is the Contractor's responsibility to notify the Department of updates to relevant personnel and contact information contained in the Ordering Instructions. The Contractor shall notify the Department of a requested change to the Ordering Instructions in writing and received by the Contract Administrator no later than five (5) business days prior to the effective date of the proposed change. The Department may accept or reject any proposed change, or independently amend the Ordering Instructions, as it deems will best assist Eligible Users.

5.6 Purchase Orders

All orders by Eligible Users of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Eligible Users shall be in accordance with the Ordering Instructions, Section 7.4 and the prices, specifications, terms, and conditions of the Contract. The Contractor and the Eligible User agree to the following:

- 5.6.1 Under the Contract, Eligible Users may only place and Contractors shall only accept Purchase Orders for Contracted Commodity Codes.
- 5.6.2 Eligible Users are responsible for notating the following information on the Purchase Order based on their negotiations with the Contractor:
 - a. Eligible User's Issuing Contact Person and Contact Information,
 - b. Contract Number,

This Section, 5.6, does not modify or replace Section 4.2, Purchase Orders, of the Contract.

5.7 Delivery

Product is to be delivered to the ordering facility's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the ordering facility. Facility may be subject to a delivery charge if request is for same day delivery. Facilities may choose to have a scheduled delivery service setup with a vendor.

5.8 Transaction Fee Reports

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at

feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5.9 Lobbying

In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency. This restriction does not apply to requests of the Service Provider or Contractor to provide any information relating to any aspect of this Contract, if requested by any legislative, judicial, or executive branch, or any State Agency.

5.10 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

SECTION 6.0
TECHNICAL SPECIFICATIONS

CONTENTS:

- 6.1 DEFINITIONS**
- 6.2 PRODUCT SPECIFICATIONS**
- 6.3 TANK SERVICE AND MAINTENANCE**
- 6.4 MEASUREMENTS**
- 6.5 MINIMUM ORDERS**
- 6.6 SPECIFICATIONS**
- 6.7 DISTRICT MAP**

6.1 Definitions

The definitions found and referenced in the Special Instructions, Section 3.3 and Special Conditions, Section 5.1 of this document, shall apply to this Section.

6.2 Product Specifications

All Liquefied Petroleum Gases shall be odorized as set forth in the standard of the National Fire Protection Association for the storage and handling of Liquefied Petroleum Gases No. 58 latest edition.

Seller shall meet all other applicable provisions of the aforementioned N.F.P.A. No. 58 and State of Florida Liquefied Petroleum Gas Laws, Rules and Regulations, Chapter 527, Florida Statutes; Chapter 4B-1, Florida Administrative Code.

6.3 Tank Service and Maintenance

Rental Tanks – Material and maintenance for installation and upkeep on rental tanks and any additional hookup required during the duration of purchase orders will be made at no charge to the facility.

Facility Owned Tanks – Material and maintenance for installation and upkeep on facility owned tanks are the responsibility of the facility.

6.4 Measurements

Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements.

6.5 Minimum Orders

Minimum order on this contract shall be 50 gallons for a bobtail delivery (defined as "Group A") or 9,000 gallons for a transport delivery (defined as "Group B").

Bobtail Delivery – For orders less than 50 gallons, a delivery charge of \$35.00 will be added to the invoice as a separate item, in addition to the amount of product delivered. This delivery charge shall be waived if the facility is on a scheduled delivery service.

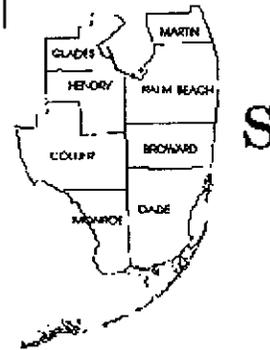
Transport Delivery – For orders less than 9,000 gallons, a freight charge will be added to the invoice as a separate item, in addition to the amount of product delivered. The freight charge will apply to the difference in gallons, between 9,000 and the gallons actually delivered.

6.6 Minimum Orders

405-200-440-1000 Gas, Liquefied Petroleum, Propane. All liquefied petroleum gases shall meet the specifications as set forth in NGPA 2140 latest edition. Bobtail delivery (Less than 4,500 gallons).

405-200-440-1100 Gas, Liquefied Petroleum, Propane. All liquefied petroleum gases shall meet the specifications as set forth in NGPA 2140 latest edition. Transport delivery (9,000 gallons minimum).

DISTRICT MAP



WESTERN

ESCAMBIA
 SANTA ROSA
 OKALOOSA
 WALTON
 BEACH
 HOLMES
 WASHINGTON
 BAY
 JACKSON
 CALHOUN
 GULF
 LIBERTY
 FRANKLIN
 GADSDEN
 WAKULLA
 LEON
 JEFFERSON
 TAYLOR
 MADISON

NORTHERN

GILCHRIST
 ALACHUA
 UNION
 BRADFORD

 BAKER
 NASSAU
 DUVAL
 CLAY
 PUTNAM
 ST. JOHNS
 FLAGLER
 VOLUSIA
 MARION
 LEVY
 HAMILTON
 COLUMBIA
 SUWANNEE

CENTRAL

CITRUS
 SUMTER
 LAKE
 HERNANDO

 SEMINOLE
 ORANGE
 PASCO
 PINELLAS
 HILLSBOROUGH
 POLK
 OSCEOLA
 BREVARD
 INDIAN RIVER
 MANATEE
 HARDEE
 HIGHLANDS
 OKEECHOBEE
 ST. LUCIE

SOUTHERN

GLADES
 MARTIN
 HENDRY
 PALM

 COLLIER
 BROWARD
 MONROE
 DADE

SECTION 7.0 Ordering Instructions

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 28-405-200-X; Liquefied Petroleum Gas. For specific Contract awards, Eligible Users are referred to Section 7.1, Price Sheet. All Orders are to be placed in accordance with the Contract Terms and Conditions.

COMPANY NAME: AmeriGas Propane (A)

SPURS VENDOR NUMBER: 23-2787917

Contract Representative:

Name: Dawn Stevenson

Title: Strategic Accounts Representative

Company FEID No.: 23-2787917

Street Address: 460 North Gulph Road

City, State, Zip: King of Prussia, PA 19406

E-mail Address: Dawn.Stevenson@Amerigas.com

Internet Address: www.amerigas.com

Telephone Number(s): 610-768-3601

Cell Phone Number: N/A

Fax Number: 610-768-7694

Ordering Contact Person:

Name: Dawn Stevenson

Title: Strategic Accounts Representative les

Company Name: AmeriGas Propane

Company FEID No.: 23-2787917

SPURS Vendor No.: 23-2787917

Street Address: 460 North Gulph Road

City, State, Zip: King of Prussia, PA 19406

E-mail Address: Dawn.Stevenson@Amerigas.com

Internet Address: www.amerigas.com

Telephone Number(s): 610-768-3601

Cell Phone Number: N/A

Fax Number: 610-768-7694

Remit-To Street Address: 460 North Gulph Road

City, State, Zip: King of Prussia, PA 19406

Per Section 5.7, Ordering Instructions Information: "The Manufacturer as Contractor is fully responsible for compliance with all the prices, specifications, requirements, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include on the Ordering Instructions.

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 28-405-200-X; Liquefied Petroleum Gas. For specific Contract awards, Eligible Users are referred to Section 7.1, Price Sheet. All Orders are to be placed in accordance with the Contract Terms and Conditions.

COMPANY NAME: Titan LLC dba Coast Gas (A)

SPURS VENDOR NUMBER: 36-4563208-004

Contract Representative:

Name: Larry Licastri

Title: District Manager

Company FEID No.: 36-4563208

Street Address: 1001 S. US1

City, State, Zip: Fort Pierce, FL34950

E-mail Address: larry@coastgas.com

Internet Address: www.coastgas.com

Telephone Number(s): 772-464-1800 800-282-7346

Cell Phone Number: N/A

Fax Number: 772-336-9432

Ordering Contact Person:

Name: Larry Licastri

Title: District Manager

Company Name: Titan LLC dba Coast Gas

Company FEID No.: 36-4563208

SPURS Vendor No.: 36-4563208-004

Street Address: 1001 S. US1

City, State, Zip: Fort Pierce, FL34950

E-mail Address: larry@coastgas.com

Internet Address: www.coastgas.com

Telephone Number(s): 772-464-1800 800-282-7346

Cell Phone Number: N/A

Fax Number: 772-336-9432

Remit-To Street Address: 1001 S. US1

City, State, Zip: Fort Pierce, FL34950

Per Section 5.7, Ordering Instructions Information: "The Manufacturer as Contractor is fully responsible for compliance with all the prices, specifications, requirements, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include on the Ordering Instructions.

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 28-405-200-X; Liquefied Petroleum Gas. For specific Contract awards, Eligible Users are referred to Section 7.1, Price Sheet. All Orders are to be placed in accordance with the Contract Terms and Conditions.

COMPANY NAME: Ferrellgas LP (A)

SPURS VENDOR NUMBER: F43-1698481 See Authorized Representatives

Contract Representative:

Name: Leslie Debolt

Title: Strategic Accounts Representative

Company FEID No.: 43-1698481

Street Address: 7500 College Blvd, Suite 1000, MD 10

City, State, Zip: Overland Park, KS 66210

E-mail Address: lesliedebolt@ferrellgas.com

Internet Address: www.ferrellgas.com

Telephone Number(s): 913-661-1574

Cell Phone Number: N/A

Fax Number: 913-661-1581

Ordering Contact Person:

Name: Doug McLaughlin

Title: Regional Sales Manager

Company Name: Ferrellgas LP

Company FEID No.: 431698481

SPURS Vendor No.: 43-1698481

Street Address: 470 West Hanes Mill Road

City, State, Zip: Winston-Salem, NC 27105

E-mail Address: lesliedebolt@ferrellgas.com

Internet Address: www.ferrellgas.com

Telephone Number(s): 336-659-6992

Cell Phone Number: N/A

Fax Number: N/A

Remit-To Street Address: See Authorized Representatives

City, State, Zip: _____

Per Section 5.7, Ordering Instructions Information: "The Manufacturer as Contractor is fully responsible for compliance with all the prices, specifications, requirements, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include on the Ordering Instructions.

Ferrellgas

Authorized Service Representatives

Region 1

Ferrellgas – Fort Myers

2155 Rockfill Road

Fort Myers, FL 33916

Fax: 239-332-1215

Gregg Radley, Service Center General Manager

Email: greggradley@ferrellgas.com

Spurs: 43-1698481-019

Ferrellgas – Pinellas Park

9000 66th Street N.

Pinellas Park, FL 33782

Fax: 727-544-1418

Joe Hanks, Service Center General Manager

Email: joehanks@ferrellgas.com

Spurs: 43-1698481-032

Ferrellgas – Stuart

3232 SE Dixie

Stuart, FL 34997

Fax: 772-287-3456

Christopher Brundrett, Service Center General Manager

Email: christopherbrundrett@ferrellgas.com

Spurs: 43-1698481-034

Ferrellgas – High Springs

415 NE 1st Ave

High Springs, FL 32643

Fax: 386-454-5432

J.D Bain, Service Center General Manager

Email: jdbain@ferrellgas.com

Spurs: 43-1698481-017

Ferrellgas – Jupiter

400 N. Old Dixie Hwy

Jupiter, FL 33458

Fax: 561-575-1964

Lisa Eilers, Service Center General Manager

Email: lisaeilers@ferrellgas.com

Spurs: 43-1698481-010

Ferrellgas – Ocala

460 NW 27th Ave

Ocala, FL 34475

Fax: 352-622-2246

J.D Bain, Service Center General Manager

Email: jdbain@ferrellgas.com

Spurs: 43-1698481-007

Ferrellgas –Bessemer, AL

3627 PINE LANE

BESSEMER, AL 35022

Phone: 205.428.8191

Fax: 912.756.7680

Stacy Banks, Field Account Manager

Email: stacybanks@ferrellgas.com

Spurs: **43-1698481-038**

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 28-405-200-X; Liquefied Petroleum Gas. For specific Contract awards, Eligible Users are referred to Section 7.1, Price Sheet. All Orders are to be placed in accordance with the Contract Terms and Conditions.

COMPANY NAME: Suburban Propane, LP (A)

SPURS VENDOR NUMBER: 22-3410352 See Authorized Representatives

Contract Representative:

Name: Tom Ross

Title: General Manager

Company FEID No.: 22-3410352

Street Address: 6991 15th Street East

City, State, Zip: Sarasota, FL 34243

E-mail Address: tross@suburbanpropane.com

Internet Address: http://www.suburbanpropane.com

Telephone Number(s): 941-755-3761

Cell Phone Number: N/A

Fax Number: 941-739-2358

Ordering Contact Person:

Name: Tom Ross

Title: General Manager

Company Name: Suburban Propane

Company FEID No.: 22-3410352

SPURS Vendor No.: 22-3410352

Street Address: 6991 15th Street East

City, State, Zip: Sarasota, FL 34243

E-mail Address: tross@suburbanpropane.com

Internet Address: http://www.suburbanpropane.com

Telephone Number(s): 830-372-9517

Cell Phone Number: N/A

Fax Number: 941-755-3761

Cell Phone Number: N/A

Fax Number: 941-739-2358

Remit-To Street Address: Suburban Propane, LP

Remit-To City, State, Zip: See addresses attached

Per Section 5.7, Ordering Instructions Information: "The Manufacturer as Contractor is fully responsible for compliance with all the prices, specifications, requirements, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include on the Ordering Instructions.

Suburban Propane

Authorized Service Representatives

Region 1

Suburban Propane – Sarasota

6991 15th Street

Sarasota, FL 34243

Tel: (941) 755-3761

Fax: (941) 739-2358

Tom Ross, General Manager

John Fields, Distribution Manager

Rae Sinclair, Regional Coordinator

Spurs: 22-3410352-018

Suburban Propane – Gainesville

2350 SW Archer Road (32608)

PO Box 1034

Gainesville, FL 32602

Tel: (352) 376-5651

Fax: (352) 374-8185

Kelly Everett, CSC Manager

Bryon Elf, Operations Manager

Spurs: 22-3410352-024

Suburban Propane – Wildwood

412 S. Main Street

PO Box 7

Wildwood, FL 34785

Tel: (352) 748-2101

Fax: (352) 748-2306

Preston Lee, CSC Manager

Jay Miller, Operations Manager

Spurs: 22-3410352-033

Suburban Propane – Tampa

5618 East Powhatan Ave.

Tampa, FL 33610

Tel: (813) 626-4157

Fax: (813) 626-7432

Joe Greco, CSC Manager

Terry Burkhardt, Operation Manager

Spurs: 22-3410352-030

Suburban Propane – Clearwater

775 Belleair Road

Clearwater, FL 33756

Tel: (813) 626-4157

Fax: (813) 626-7432

Henry Howell, CSC Manager

Wayne Theros, Operations Manager

Spurs: 22-3410352-004

Suburban Propane – Tallevast

6991 15th Street East 6991 15th Street
East, Sarasota, FL 34243
PO Box 856
Tallevast, FL 34270
Tel: (941) 755-1531
Fax: (941) 753-0503
Jim Maltby, CSC Manager
Dave Cook, Operations Manager
Spurs: 22-3410352-029

Suburban Propane – Deland

425 N. Adelle Ave
Deland, FL 32720
Tel: (386) 376-5651
Fax: (386) 374-8185
Gary Chasteen, CSC Manager
Gordon Lunderman, Operations Manager
Spurs: 22-3410352-008

Suburban Propane – Key West

726 Catherine Street (33040)
PO Box 1477
Key West, FL 33041
Tel: (305) 296-2411
Fax: (305) 292--9336
John Acquaviva, CSC Manager
Spurs: 22-3410352-025

Suburban Propane – North Miami

1491 NE 130th Street
North Miami, FL 33161
Tel: (305) 891-8393
Fax: (305) 891-0834
Sully Palermo, CSC Manager
Carmen Martinez, Operations Manager
Spurs: 22-3410352-012

Suburban Propane – St. Augustine

45 South Dixie Hwy
Saint Augustine, FL 32084
Tel: (904) 829-5623
Fax: (904) 829-1844
Dave Cash, CSC Manager
Spurs: 22-3410352-028

Suburban Propane – Tallahassee

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