

Liquid Petroleum Gas
CONTRACT No. C157219JM

GENERAL CONDITIONS

1. **Definitions:** The following words and phrases shall have these meaning:
 1. "District" shall mean The School District of Lee County, Florida.
 2. "Contractor" shall mean any person, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees who agrees to sign this contract.
2. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
3. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not enter into a contract to provide any goods or services to a public entity, may not enter into a contract with a public entity for the construction or repair of a public building or public work, may not enter into a contract for leases of real property to a public entity, may not enter into a contract to perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
4. **Specification Variances:** No variances from specifications, terms and/or conditions regardless of how slight will be accepted. If variations are not identified by the Contractor, it shall be assumed that the identified product or service fully complies with the specifications, terms and conditions herein.
5. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications this contract shall be in effect for one (1) year commencing upon Board approval or until new contract is issued. This contract (or any portion thereof) has the option of being renewed for two (2) additional one (1) year periods, or extended for a period up to 180 days beyond the term, including the final term, upon mutual agreement of both parties, under the same terms and conditions as the original contract. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by The District. The Contractor agrees to these conditions by signing this contract.
6. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered in the contract, must be clearly indicated on each invoice.
7. **Brands:** No substitution of brands shall be permitted. Contractor shall be obligated to furnish the item(s) specified by detailed specifications.
8. **Warranty/Guarantee:** All materials and/or services furnished under this contract shall be warranted by the Contractor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Contractor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Contractor. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from The District
9. **Notification of Agreement/Purchase Orders:** Upon Board approval of a contract, Contractor shall be notified in writing by the Department of Procurement Services. Contractors are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of contract is not to be construed as authorization to provide goods or services.
10. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
 - 2.1. The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
 - 2.2. The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.
11. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
 - a) The volatility is due to causes wholly beyond the Contractor's control
 - b) The volatility affects the marketplace or industry, not just the particular Contractor's source of supply
 - c) The effect on pricing or availability of supply is substantial
 - d) The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship. The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period.
12. **Substitutions:** Should a particular product become unavailable due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or be unacceptable in quality or compatibility as solely determined by the District, Contractor may propose a substitute

product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor will also provide documentation as to the unavailability of the original product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

13. **Contractor Performance:** The Contractor shall provide competent, suitable, qualified personnel to perform any project required by the contract. The Contractor shall at all times maintain good discipline and order while on District property. Contractor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Contractor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Contractor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Contractor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Contractor's employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Contractor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Contractor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- f) Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- i) The Contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Contractor.
- j) The Contractor shall be responsible for all damages caused by the Contractor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
- l) Contractor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Contractor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Contractor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Contractor within five (5) business days of written demand for same from The District.
- n) Contractor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Contractor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Contractor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
2. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
3. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
4. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
5. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

14. **Inspection, Identification and Acceptance:** Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
15. **Worker's Compensation:** Contractors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Contractor shall require subcontractors similarly to provide Workers' Compensation Insurance.
16. **Cancellation/Termination:** In the event any of the provisions of the contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Contractor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement.
17. **Default:** In the event that the Contractor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
18. **Liability:** Where Contractors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a contract, the Contractor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Attachment C, Insurance Requirements form for District insurance requirements.
19. **Indemnity:** This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Contractor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Contractor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.
20. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
21. **Occupational Safety Hazards Act Requirements:** The Contractor certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Contractor further certifies that if he or she is the Contractor and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Contractor.
22. **Ethics:** All Contractors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
23. **Confidentiality:** Contractors shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.
24. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts issued by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item represented by this contract if it is in its best interest to do so.
25. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Contractor will provide two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.
 - a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.

- b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
 - c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
 - d) All invoices are to clearly show the District's name and delivery location. Such as "Allen Park Elementary School Cafeteria."
26. **Liquidated Damages Recovery:** Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On any occasion where the Contractor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Contractor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Contractor.
27. **Contact Information:** The Contractor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Contractor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
28. **Maintaining Public Records:** Parties issued a contract who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
 - b) Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure.
29. **Contractor Background Screening Requirements:** Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. Contractor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Contractor agrees that in the event the

Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Contractor will notify The District within 48 hours of such.

- a) The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Contractors to be fingerprinted in every District in which they provide services.
 - c) Contractor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
 - d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Contractor.
30. **Contractor Process for Fingerprinting:** Upon Board approval of this contract, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.465. **COST:** \$87.50 / Fingerprint (Price includes fingerprints, 5 year retention fee, badge, and processing fees). Contractors who will never be present on a school district campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for contractors with the School District of Lee County will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

Liquid Petroleum Gas
CONTRACT No. C157219JM

DETAILED SPECIFICATIONS

1. **SCOPE:** The purpose and intent of this contract is to secure firm prices for services that include the purchase of Liquefied Petroleum (L.P.) gas, all related supplies, equipment, delivery and installation where applicable on an as needed basis to all District locations including maintenance of tanks and connectors as required. The use of subcontractors shall not be permitted.
2. **PRICING:** Contract negotiated pricing is established as indicated in the following table:

ITEM NO.	DESCRIPTION	UNIT COST
1.	Published base reference price per gallon of LP gas from the Propane-Butane News, the market area is Alma, Ga. terminal (Dixie Pipeline) on the date of Wednesday, April 1, 2015.	\$ 0.8857
a.	FIRM DIFFERENTIAL FROM TARGA-Alma, Ga. (MARK-UP)	\$ 0.3398
b.	TOTAL DELIVERED PRICE PER GALLON	\$ 1.2255
2.	LABOR RATE PER HOUR FOR INSTALLATION OR REMOVAL OF TANKS	\$ 80.00
3.	MATERIAL MARK-UP NOT TO EXCEED 5% (OTHER THAN LP Gas)	5 %

- 2.1. Economic price adjustment: The prices payable under this contract shall be adjusted, upward and downward, in accordance with changes in the published Butane-Propane News reference prices. The Contractor warrants that the unit prices in this contract do not include any contingency allowance to cover the possibility of increase in the reference price set forth below.
- 2.2. Price adjustments under this contract shall be identical to any increase or decrease occurring in the reference price (subsequent to the date on which the base reference price is established) with or without prior notice from the Contractor.
- 2.3. The determination of the price payable for each delivery of a particular item of supply shall be accomplished by adding the firm differential to the published reference price applicable on the "date of delivery", where "date of delivery" is defined as the date the product is received for all methods of delivery.
- 2.4. No upward price adjustment shall be due or apply to items of supply which were required in accordance with contract terms to be delivered prior to the effective date of such upward price adjustment, but delivered subsequent to such effective date, unless the Contractor's failure to make earlier delivery results from causes which are beyond the control of and without the fault or negligence of the Contractor, or is the result of an allocation made in accordance with the terms of the allocation clause of this contract.
- 2.5. In the event any applicable published reference price is discontinued or its method of derivation is altered substantially, or it otherwise consistently fails to reflect market conditions, this contract may be amended effective on the date such reference price is discontinued, altered, or began to consistently fail to reflect market conditions, to substitute a comparable reference price.

NOTE: The published Average Price will be used to determine the "base reference price." The market area is (Dixie Pipeline) Alma, Georgia terminal and the publication to be used is Enterprise Posting provided in the Butane-Propane News. The date to reference is Wednesday, April 1, 2015.

3. **FIXED PRICE**

- 1.1. The published base reference price of L.P. gas shall be expressed in dollars and cents to four decimals per gallon.
- 1.2. The firm differential price shall include all delivery costs beginning at the market area of Tampa, Florida to the District school locations. This cost is to be fixed for the term of the contract.
- 1.3. The total price bid per gallon of propane shall be a combination of:
 - a. Targa—Dixie/Alma, Ga. Butane-Propane News published base reference price on March 16, 2015.
 - b. Firm differential from Targa-Dixie/Alma, Ga.

4. **DELIVERY REQUIREMENTS:** The product shall be delivered within a twenty-four hour period from the request/order for delivery. Delivery shall be made to liquid petroleum storage tanks within the hours of 6:30 a.m. to 4:00 p.m., weekdays, (except during Holidays, when no delivery will be made) to any District location or as otherwise directed/approved by an authorized representative of the District. District Personnel and/or equipment will not be supplied to handle or unload any items being received. Products shall be placed in designated areas as specified by managers/designees for each location specified in Exhibit 1, Lee County School District site locations.

5. **ADDITION OR DELETION OF SITES:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

6. **CONTRACT TERM:** this contract will remain in force for one (1) year commencing upon Board approval or until new contract is issued. This contract (or any portion thereof) has the option of being renewed for two (2) additional one (1) year (1) periods, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew the contract, prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by The District. The contractor agrees to this condition by signing this contract.

Liquid Petroleum Gas
CONTRACT No: C157219JM

TECHNICAL SPECIFICATIONS

1. PRODUCT AND SERVICE REQUIREMENTS:

- 1.1 LP Gas shall be in accordance with the National Fire Protection Association, as well as NGPA latest edition.
- 1.2 Contractor shall maintain tanks and connections to all applicable codes and standards.
- 1.3 All lines from the Contractor owned equipment to the facility are assumed to be the property of the District.
- 1.4 Service either in the form of tank filling or normal equipment maintenance and inspection shall be accomplished during regular school operating hours. Emergency service on the Contractor owned equipment shall be acted on within two (2) hours from the time of notification to ensure the safety of the facility and the general public.
- 1.5 Should the District determine that a tank be installed, buried or relocated for the safety of the facility and/or general public, then it shall be the responsibility of the Contractor to accomplish this at a price to be negotiated with the District. The request will be through the Maintenance Service Department and it shall be accomplished within 30 calendar days. Any additional equipment and new services shall be installed at the Contractors expense.
- 1.6 LP gas tanks and equipment already in place will be allowed to remain as active equipment. The Contractor must submit a purchase agreement for tanks and equipment with the previous Contractor. If a purchase agreement cannot be reached within 30 calendar days between the current and previous Contractors the current Contractor must install new tanks and equipment before any equipment is removed by the previous Contractor to ensure uninterrupted service to all applicable facilities.
- 1.7 Contractor shall provide a list of major equipment, including tank size and location at each facility within sixty (60) calendar days of contract issuance.
- 1.8 Deliveries to fixed tanks will be truck metered (calibrated and certified). Some sites have multiple tanks.

2. NEW SCHOOLS:

- 2.1 Any new schools or District buildings that maybe constructed, leased or purchased, any new school that may be built to replace an existing school or any additions (portables classrooms, etc.) to existing schools which may require additional tanks, piping and equipment shall be serviced by the Contractor.
- 2.2 The Contractor shall furnish all LP gas and dispensing apparatus (except tanks owned by the District). One thousand (1,000) gallon or five hundred (500) gallon tanks shall be furnished and installed at each existing and new school as applicable and directed by the District.

3. COORDINATION:

- 3.1 The District's designated representative for this contract is the Director of Maintenance Services. The Director, or a designee, shall represent the District as the primary point of contact with whom the Contractor(s) shall coordinate all project, contract, and financial activities. All work resulting from this bid shall be coordinated with the Director of Maintenance Services (or designee), to provide thorough and consistent scheduling and work flow throughout this contract. All scheduling is to be submitted in advance before work is to start. Contractor(s) shall not accept any work directives other than those issued through the District's representative.

4. SAFETY:

- 4.1 Project shall at all times be properly supervised and adequately manned by an experienced team of appropriate size. The Contractor shall have a Field Supervisor on the work site at all times and shall be responsible for the supervision and direction of the work performed by their employees.
- 4.2 All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work.
- 4.3 Precautions shall be exercised at all times for the protection of persons (including employees) and property. Contractor must take all necessary precautions to protect District property from possible damage and shall at all times guard against such damage or loss. Any damage caused by the Contractor (i.e. damage to buildings, trees, utilities, etc.) shall be reported by the Contractor immediately to the District no later than the next business day.
- 4.4 Contractor shall maintain a safe, clean work area. Site shall be left in good condition and free of any debris or trash. Area shall be kept as neat, clean, and orderly as possible. Use of District dumpsters is prohibited.
- 4.5 No material and/or equipment shall be stored on site without prior approval from the District. The Contractor shall be responsible for the protection of their equipment while on District property. Tools and materials should be under supervision at all times. The District assumes no stated or implied responsibility for Contractor property.
- 4.6 The cost of repair or replacement for any and all damage to the Contractor(s) materials and/or equipment shall be borne by the Contractor.
- 4.7 Contractor(s) shall prohibit their employees from disturbing District property that is not within the employees' scope of responsibility. All employees of the Contractor shall be mentally and physically competent to perform the services required. The Contractor shall enforce strict discipline and good order among their employees at all times.
- 4.8 The Contractor is required to be familiar with and comply with all federal, state and local laws, codes, rules and regulations. All work shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal, and the Contractor shall be responsible for the compliance and/or supply of licenses, bonds, and insurance. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. No statement within this bid request shall negate compliance with any applicable governing regulation.
- 4.9 The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 2. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 3. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 4. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 5. All debris shall be removed to an environmentally approved landfill or recycling center.
- 4.10 Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- 4.11 The District reserves the right to stop all work in progress if proper precautions are not taken. The District also may stop all work in progress if it appears to be unsatisfactory.

5 INSPECTIONS:

- 5.1 Contractor shall thoroughly examine and be familiar with all the specifications. The District shall review with the Contractor, all work accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work. Contractor shall provide the District designee with timely notice of readiness of the work for all required inspections or approvals.
- 5.2 ALL services performed shall be subject to physical inspections and approval by District personnel for Contractor compliance and satisfaction prior to acceptance of services rendered. The Contractor or authorized representatives shall be available upon request for these joint inspections.
- 5.3 If deficiencies or unsatisfactory services are noted, The District's designee shall notify the Contractor of the specific deficiencies. The Contractor must rectify these deficiencies by 5:00 p.m. of the next working day, weather permitting. Unsatisfactory services, as determined by The District, not corrected after notification may result in immediate notice of cancellation of the contract.

Liquid Petroleum Gas
CONTRACT No. C157219JM

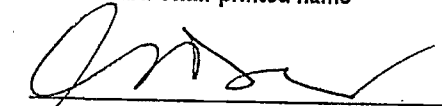
SIGNATURE PAGE

Amerigas, d/b/a Balgas agrees to enter into this contract with **The School District of Lee County.**

This agreement is based on all conditions, specifications and provisions identified herein. Signature of authorized representative with the authority and responsibility to legally bind the firm is required.

CATHLEEN O'DANIEL MORGAN

Lee County School District
Board Chair printed name

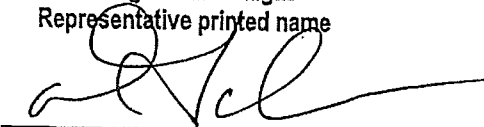

Lee County School District
Board Chair Signature

4/30/15
Date

APPROVED
APR 28 2015
SCHOOL BOARD OF
LEE COUNTY

DAN GARDNER

Amerigas d/b/a Balgas
Representative printed name


Amerigas d/b/a Balgas
Representative Signature

4-2-15
Date

Approved as to Form:

By: 
School Board Attorney

EXHIBIT 1 - SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

Alternative Learning Center Central 3650 Michigan Avenue Fort Myers, FL 33916	Alternative Learning Center West 380 Santa Barbara Blvd., N. Cape Coral, FL 33993	Allen Park Elementary 3345 Canelo Drive Fort Myers, FL 33901
Bayshore Elementary 17050 Williams Road North Fort Myers, FL 33917	Bonita Springs Elementary 10701 Dean Street S. E. Bonita Springs, FL 34135	Bonita Springs Middle Center for the Arts 10141 West Terry Street Bonita Springs, FL 34135
Buckingham Exceptional Center 3291 Buckingham Road Fort Myers, FL 33905	Caloosa Elementary 620 South Del Prado Blvd Cape Coral, FL 33990	Caloosa Middle 610 South Del Prado Blvd Cape Coral, FL 33990
Cape Coral High 2300 Santa Barbra Blvd Cape Coral, FL 33991	Cape Coral Institute of Technology 360 Santa Barbara Blvd. Cape Coral, FL 33993	Cape Elementary 4519 Vincennes Blvd Cape Coral, FL 33904
Challenger Middle 624 Trafalgar Parkway Cape Coral, FL 33991	Colonial Elementary 3800 Schoolhouse Road East Fort Myers, FL 33916	Cypress Lakes Ctr for the Arts 6750 Panther Lane Fort Myers, FL 33919
Cypress Lakes High 6750 Panther Lane Fort Myers, FL 33919	Cypress Lakes Middle 8901 Cypress Lake Drive Fort Myers, FL 33919	Diplomat Elementary 1115 N.E. 16 th Terrace Cape Coral, FL 33909
Diplomat Middle 1039 N.E. 16 th Terrace Cape Coral, FL 33909	Dunbar Community School 1857 High Street Fort Myers, FL 33916	Dunbar High School 3800 E. Edison Avenue Fort Myers, FL 33916
Early Childhood Learning Svcs 3650 Michigan Ave., Suite 4 Fort Myers, FL 33916	East Lee County High 715 Thomas Sherwin Avenue Lehigh Acres, FL 33974	Edgewood Elementary 3464 Edgewood Avenue Fort Myers, FL 33916
Edison Park Creative & Expressive Arts School 2401 Euclid Avenue Fort Myers, FL 33901	Estero High 21900 River Ranch Road Estero, 33928	Fort Myers Beach Elementary 2751 Oak Street Fort Myers Beach, FL 33931
Fort Myers High 2635 Cortez Blvd. Fort Myers, FL 33901	Fort Myers Institute of Technology 3800 Michigan Avenue Fort Myers, FL 33916	Fort Myers Middle Academy 3050 Central Avenue Fort Myers, FL 33901
Franklin Park Elementary 2323 Ford Street Fort Myers, FL 33916	G. Weaver Hipps Elementary 1200 Homestead Rd. N. Lehigh Acres, FL 33936	Gateway Elementary 13280 Griffin Drive Fort Myers, FL 33913
Gulf Elementary 3400 S.W. 17 th Place Cape Coral, FL 33914	Gulf Middle 1809 S.W. 36 th Street Cape Coral, FL 33614	Hancock Creek Elementary 1601 Skyline Drive N. Fort Myers, FL 33903
Harns Marsh Elementary 1800 Unice Avenue N. Lehigh Acres, FL 33971	Harns Marsh Middle 1820 Unice Avenue N. Lehigh Acres, FL 33971	Hector A. Cafferata, Jr. Elem. 250 Santa Barbara Blvd. Cape Coral, FL 33993
Heights Elementary 15200 Alexandria Court Fort Myers, FL 33908	Ida S. Baker High 3500 Agualinda Blvd Cape Coral, 33914	Island Coast High 2125 De Navarra Pkwy Cape Coral, FL 33914
J. Colin English Elementary 120 Pine Island Road North Fort Myers, FL 33903	James Stephens Int'l Academy 1333 Marsh Avenue Fort Myers, FL 33905	Lehigh Acres Middle 104 Arthur Ave Lehigh Acres, FL 33936

Lehigh Elementary 200 Schoolside Drive Lehigh Acres, FL 33936	Lehigh Senior High 901 Gunnery Road Lehigh Acres, FL 33971	Lexington Middle 16351 Summerlin Road Fort Myers, FL 33908
Littleton Elementary 700 Hutto Road N. Fort Myers, FL 33903	Manatee Elementary 5301 Tice Street Fort Myers, FL 33905	Mariner Middle 425 Chiquita Blvd Cape Coral, FL 33993
Mariner High 701 Chiquita Blvd Cape Coral, FL 33993	Lakes Elementary 525 Charwood Avenue S. Lehigh Acres, FL 33936	N. Ft. Myers Academy 1856 Arts Way N. Ft. Myers, FL 33917
N. Fort Myers High 5000 Orange Grove Road N. Ft. Myers, FL 33903	Oak Hammock Middle 5321 Tice Street Fort Myers, FL 33905	Orange River Elementary 4501 Underwood Drive Fort Myers, FL 33905
Orangewood Elementary 4001 De Leon Street Fort Myers, FL 33901	Patriot Elementary 711 S.W. 18 th Street Cape Coral, FL 33991	Paul Laurence Dunbar Middle 4750 Winkler Ave. Ext. Fort Myers, FL 33966
Pelican Elementary 3525 S.W. 3 rd Ave. Cape Coral, FL 33914	Pine Island Elementary 5360 Ridgewood Drive Bokeelia, FL 33922	Pinewoods Elementary 11900 Stonybrook Golf Drive Estero, FL 33928
Rayma C. Page Elementary 17000 S. Tamiami Trail Fort Myers, FL 33908	Ray V. Pottorf Elementary 4600 Challenger Blvd Fort Myers, FL 33912	Riverdale High 2600 Buckingham Road Fort Myers, FL 33905
River Hall Elementary 2800 River Hall Parkway Alva, FL 33920	Royal Palm Exceptional Center 3050 Indian Street Fort Myers, FL 33916	San Carlos Elementary 17282 Lee Road Fort Myers, 33967
Skyline Elementary 620 S.W. 19 th Street Cape Coral, FL 33991	South Fort Myers High 14020 Plantation Road Fort Myers, FL 33912	Spring Creek Elementary 25571 Elementary Way Bonita Springs, FL 34135
Sunshine Elementary 601 Sara Avenue Lehigh Acres, FL 33971	Support Services Annex 3308 Canal Street Fort Myers, FL 33916	Tanglewood Elementary 1620 Manchester Blvd Fort Myers, FL 33919
The Alva School 17500 Church Street Alva, FL 33920	The Sanibel Elementary 3840 Sanibel-Captiva Road Sanibel, FL 33957	Three Oaks Elementary 19600 Cypress View Drive Fort Myers, FL 33912
Three Oaks Middle 18500 Three Oaks Pkwy. Fort Myers, FL 33912	Tice Elementary 4524 Tice Street Fort Myers, FL 33905	Tortuga Preserve Elementary 1711 Gunnery Road N. Lehigh Acres, FL 33971
Trafalgar Elementary 1850 S.W. 20 th Avenue Cape Coral, FL 33991	Trafalgar Middle 2120 Trafalgar Pkwy Cape Coral, FL 33991	Treeline Elementary 10900 Treeline Avenue Fort Myers, FL 33913
Tropic Isles Elementary 5145 Orange Grove Blvd. North Fort Myers, FL 33903	Varsity Lakes Middle 801 Gunnery Road Lehigh Acres, FL 33971	Veteran's Park Academy 49 Homestead Road S. Lehigh Acres, FL 33936
Villas Elementary 8385 Beacon Blvd. Fort Myers, FL 33907	Lee County Public Education Center 2855 Colonial Blvd. Fort Myers, FL 33966	District Warehouse Operations 3308 Canal Street Fort Myers, FL 33916-6594
Vince Smith Center 2450 Prince Street Fort Myers, FL 33916	Lee Adolescent Mothers Program (LAMP) 3650 Michigan Ave. Suite 2 Fort Myers, FL 33916	Student Assignment Lehigh Acres Office 1262 Wings Way Suite 207 Lehigh Acres, FL 33936

SW Public Service Academy 4312 Michigan Avenue Fort Myers, FL 33905	Transportation Central 3234 Canal Street Fort Myers, FL 33916	Transportation East 3291 Buckingham Road Fort Myers, FL 33905
Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912	Transportation West 450 N.W. 14 th Avenue Cape Coral, FL 33909
PACE Center for Girls of Lee Co 3760 Schoolhouse Rd W. Fort Myers, FL 33916	AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931	SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906
SWFL Public Service Academy 4312 Michigan Avenue Fort Myers, FL 33905		

Lee County Charter Schools: Updated February 2014

Bonita Springs Charter School 25380 Bernwood Drive Bonita Springs, FL 34135	Bonita Springs Preparatory & Fitness 28011 Performance Lane Bonita Springs, FL 34135	Cape Coral Charter School 76 Mid Cape Terrace Cape Coral, FL 33990
Cape Coral Preparatory & Fitness 2107 Santa Barbara Boulevard Cape Coral, FL 33991	Christa McAuliffe Charter Elementary 2817 SW 3rd Lane Cape Coral, FL 33991	City of Palms Charter High 2830 Winkler Avenue, Ste. 201 Fort Myers, FL 33916
Coronado High School 3057 Cleveland Avenue Fort Myers, FL 33901	Edison Collegiate High School 8099 College Parkway Fort Myers, FL 33919	Fort Myers Preparatory & Fitness 4740 So. Cleveland Ave. Fort Myers, FL 33907
Gateway Charter Elementary School 12850 Commonwealth Drive Fort Myers, FL 33913	Gateway Charter High School 12770 Gateway Blvd Fort Myers, FL 33913	Gateway Charter Intermediate 12850 Commonwealth Drive Fort Myers, FL 33913
Goodwill LIFE Academy 3365-D Seminole Avenue Fort Myers, FL 33916	Lee Alternative Charter High School 1201 Taylor Lane Extension Lehigh Acres, FL 33936	Lee Charter Academy 3348 Edgewood Avenue, Units E-F Fort Myers, FL 33916
Lehigh Charter School of Excellence 235 Joel Blvd., Suite A Lehigh Acres, FL 33936	North Nicholas High School 428 SW Pine Island Road Cape Coral, FL 33991	Oasis Charter Elementary 3415 Oasis Blvd. Cape Coral, FL 33914
Oasis Charter High School 3519 Oasis Blvd. Cape Coral, FL 33914	Oasis Charter Middle School 3507 Oasis Blvd. Cape Coral, FL 33914	Pivot Charter School 2675 Winkler Ave. Extension Suite 200 Fort Myers, FL 33901
Six Mile Charter Academy 6851 Lancer Avenue Fort Myers, FL 33912	The Island School P.O. Box 1090 135 1 st Street W. Boca Grande, FL 33921	DJB Technical Academy 13830 Jetport Commerce Pkwy Suite 5 Fort Myers, FL 33913