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THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

RENEWAL AMENDMENT

AGREEMENT 058-PGB-0618

Bulk LP Gas Delivery

This Renewal Amendment to Agreement (“Renewal”), is entered into between The School Board of Polk County, Florida (“PCPS”) and AmeriGas Propane, L.P. (“Contractor”), each a “Party” and collectively the “Parties”. All capitalized terms used herein have the meanings assigned to them in the Agreement unless otherwise defined herein.

WHEREAS, PCPS entered into the above-referenced Agreement with Contractor for the provisions of 058-PGB-0618 Bulk LP Gas Delivery on July 1, 2018; and

WHEREAS, pursuant to above-referenced Agreement, the Agreement may be amended by mutual agreement; and

WHEREAS, the Parties agree to renew the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Fee Proposal Amendment:** LP Gas pricing fixed fee price per gallon of .522 cents will be added to the weekly Port Everglades, FL average propane price per gallon in effect on the date of the delivery. This fixed fee shall include all associated costs including but not limited to delivery costs, profit, maintenance of propane fuel tanks, pressure regulators, gauges, etc.
2. **Agreement Renewal:** The Agreement is renewed for a period of five (5) years pursuant to the same terms and conditions, or as amended herein, and agree on the compensation to be received by Contractor for delivery of the commodities and/or contractual services to be performed beginning July 1, 2023, and ending June 30, 2028.
3. **Dedicated Representative:** Contractor shall appoint and maintain one qualified staff member as a single contact point for all service related communications with PCPS.
4. **Telemetry Monitors:** Contractor will outfit and maintain telemetry monitors on all PCPS units in service. Monitors should provide a re-order point of 40% full and no tank should drop below 25% full prior to refill.
5. **Debarment:** Contractor certifies, by submission and signature on this renewal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction per the provisions of § 287.133(2) (a), Florida Statutes, and pursuant to Executive Order 12549, Debarment and Suspension.



6. **E-Verify:** Per Section 448.095, Florida Statutes, all employers within the state shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Amendment. Contractor shall also require all subcontractors performing work under this Amendment to use the E-Verify system for any employees they may hire during the term of this Renewal. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence may consist of, but not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement and PCPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with PCPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
7. **Compliance:** Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. Contractor shall comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Agreement.
8. **Governing Law:** This Renewal shall be governed by and interpreted in accordance with the laws of the State of Florida. The parties agree that in the event that any suit or proceeding is brought in connection with this Renewal, such suit or proceeding shall be brought in the state or federal courts located in Polk County, Florida, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue, and inconvenient forum objections to such courts. Each party shall be responsible for its own attorneys' fees and costs incurred because of any action or proceeding under the Agreement.
9. **Counterparts, Signature:** This Renewal may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one, and the same, instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a PDF formatted data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof.
10. **Conflict:** By accepting and executing this Renewal, Contractor certifies that, upon PCPS approval of the Renewal award, Contractor shall operate in accordance with all applicable current program regulations except as expressly amended by the terms of this Renewal. To the extent any of the terms of this Renewal conflict with the terms of the Agreement, the terms of this Renewal shall control.
11. **Warranty of Authority:** Each person signing this Renewal warrants that they are duly authorized to do so and to bind the respective party.
12. **Effect:** Unless otherwise modified by this Renewal, all terms and conditions contained in the Agreement shall continue in full force and effect.



15 S. Floral Ave.
Bartow, FL 33830





P.O. Box 391
Bartow, FL 33831



863-534-0800

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first above written.

AmeriGas Propane, L.P. By: AmeriGas Propane GP LLC, its General Partner	The School Board of Polk County, Florida
Authorized Signature: 	Authorized Signature: 
Printed Name: Brian P. Grimm	Printed Name: Frederick Heid
Title: Director- National Account Sales	Title: Superintendent
Date: 8/7/2023	Date: 6-7-2023

CC:
End-User Department Representative
Senior Director, Purchasing & Printing Services

