

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Clardy Oil Company**, located at 606 N. Magnolia Ave., Ocala, FL 34475, possessing FEIN# 59-1300779 (hereinafter referred to as "SUPPLIER") under seal for the Countywide Fuel, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on August 8, 2022 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #22BE-204 - Countywide Fuel, the Offer, Scope and/or Specifications, and Certificate of Insurance.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

Section 4 – Term. This Agreement shall be effective date August 8, 2022, through October 31, 2023, with an option of three, one (1) year term renewals, pending mutual agreement (the "Term"). **TIME IS OF THE ESSENCE.** All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. SUPPLIER shall complete the Work for Project 22BE-204, more fully set forth on EXHIBIT A hereto, as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

Section 6 – Compensation. The COUNTY shall make payment to the SUPPLIER upon completion of the services or receipt of the product as described in Exhibit A, Section 1.9 and per the fee schedule below (the "Agreement Price"). There shall be no provisions for pricing adjustments during the Term. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, in acceptable condition.

MARKUP FOR TANK WAGON DELIVERY F.O.B DESTINATION	\$0.25/gallon
MARKUP FOR TRANSPORT DELIVERY F.O.B DESTINATION	\$0.05/gallon

Compensation includes applicable freight, fees, and taxes.

Section 7 – Assignment. SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 –Books and Records. SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. SUPPLIER shall comply with public records laws, specifically:**
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY’s custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’s custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.**

Section 12 – Indemnification. SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. SUPPLIER shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 14 – Independent Contractor. In the performance of this Agreement, SUPPLIER will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

Section 15 – Default/Termination. In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system,

or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Contract unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, SUPPLIER has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that SUPPLIER's subcontractor has knowingly violated Section 448.095, F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
- g) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for at least one (1) year after the date of termination.
- h) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – SUPPLIER Conduct. These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER's employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER's work or at the SUPPLIER's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and

CONTRACTOR is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 26 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify SUPPLIER, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 27 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – SCOPE OF WORK.**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

SUPPLIER: Clardy Oil Company
606 n. Magnolia Ave., Ocala, FL 34475
CONTACT PERSON: John S. Clardy, Jr. | Phone: 352-622-7161

COUNTY: Marion County Countywide
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

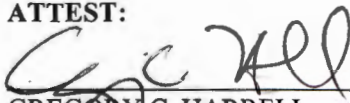
A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

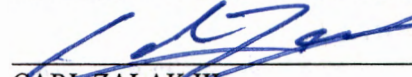
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: clardyoil@hotmail.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

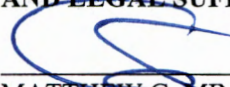

7/19/2022
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

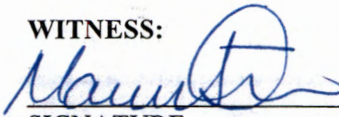

7/19/2022
CARL ZALAK III DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

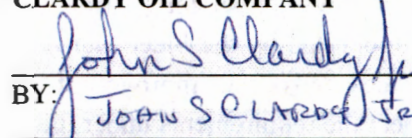
BCC APPROVED: July 19, 2022
22BE-204| Countywide Fuel


8/12/2022
Fol: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

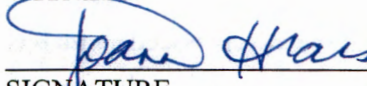
WITNESS:


SIGNATURE
Mauna L. Strawder
PRINTED NAME

CLARDY OIL COMPANY


8/5/22
BY: JOHN S. CLARDY JR DATE
PRINTED: PRESIDENT
ITS: (TITLE)

WITNESS:


SIGNATURE
Joann Hracek
PRINTED NAME

22BE-204 COUNTYWIDE FUEL

EXHIBIT A - SCOPE OF WORK

1.1 Definitions: The parties agree that capitalized terms shall have the meaning ascribed below:

“Fuel”

Shall mean any Fuel product obtained through this Agreement. Fuel product shall include all grades of unleaded gasoline and diesel fuel to be delivered to County facilities as defined in Section 1.19.

“Markup”.

Shall mean the Supplier’s price to cover all costs associated with providing Fuel to the County, excluding Transport Delivery freight to Ocala. Markups may differ based on actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis.

“Tank Wagon Delivery”

Shall mean a delivery by a tank wagon truck with a minimum delivery of 250 gallons up to 4,500 gallons. Tank Wagon delivery will be by gross gallons measured by truck meter.

“Transport Delivery”

Shall mean a delivery by a transport truck with a minimum delivery of 8,500 gallons for gasoline, 7,500 gallons for fuel oil and 8,000 gallons for a combination load of gasoline and fuel. Transport delivery will be by net gallons at 60 degrees, based on terminal Bill of Lading.

1.2 Deliverables:

The Supplier shall deliver the products, as detailed in section 1.19.

1.3 Scope of Work:

This Agreement is to provide Fuel for Marion County BCC departments, including MSCO (Marion County Sheriff’s Office) supported by the Fleet Management Department. Each department seeks to improve quality and efficiency of services delivered, improve services and reduce cost. The Supplier must efficiently provide Fuel to meet the requirements under this Agreement. (It is anticipated that the County combined will use approximately 1.1 million gallons annually under the resulting Agreement.)

Supplier must meet the following requirements:

- Fuel costs will be determined based on the cost of fuel to Supplier, plus markup, freight, taxes and fees applicable to the fuel. The Supplier will make every effort to obtain fuel at the lowest priced available Rack.
- Transport Delivery will be based on cost from Supplier’s supplier, plus markup, and applicable pollution taxes, fees and motor fuel taxes. Average Common Carrier freight to location will be charged on gross gallons. Price Disclosure on transport delivery will be by copy of Supplier’s supplier invoice and Clardy Oil Company’s Countywide Fuel Worksheet.
- Tank Wagon Delivery will be based on the daily average cost of Fuel in Clardy Oil Company’s Bulk Plant, which includes freight, plus markup, applicable pollution taxes, fees, and motor fuel taxes. Price Disclosure on tank wagon delivery will be by Daily Bulk Plant Cost Worksheet and Countywide Fuel Worksheet.
- Markups will be established for each type of fuel and method of delivery. The markup for Fuel shall be based on a price per gallon basis.
- Fuel costs shall exclude any taxes and/or fees that the entity is exempt from paying.

1.4 Fuel Sites and Accessibility:

All County tanks shall be properly equipped to enable Supplier to safely deliver Fuel. The Supplier shall notify County of all situations that may be deemed unsafe. The Supplier may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A backhaul charge may apply if Supplier attempts to deliver Fuel and the Fuel site is deemed unsafe. The County shall be responsible for having proper equipment installed for the type of delivery requested. County shall work with Supplier making a delivery to assure that the Supplier has proper accessibility to all tanks being fueled. County may be subject to an excessive delay charge if Supplier has to wait more than 30 minutes to begin Fuel delivery.

1.5 Delivery of Fuel:

Under normal conditions, fuel is to be delivered to the tank(s) based on a Monday through Friday work week within 48 hours after a telephone, email, or a tank level report notification is received unless specified otherwise by the County. Under emergency conditions, fuel is to be delivered to the tank(s) within a mutually agreed timeframe after a telephone notification is received by the County. For new accounts, the Supplier will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. The County and the Supplier will agree upon this time. The County requires vehicles equipped with meters to make tank wagon delivery. The driver shall leave a metered loading report (bill of lading) from the terminal with the County on transport delivery. County shall have the right to refuse delivery if a bill of lading is not supplied. There will be no backhaul charge to County if delivery is refused due to the Supplier's refusal or inability to supply a bill of lading. If temperature corrected billing is used, the loading report shall give all pertinent information. Before unloading of Fuel begins, County personnel and Supplier personnel shall measure the tank(s) to receive Fuel and shall again measure the tank(s) after delivery either via Veeder-Root printout or Tank stick readings, before and after readings are to be attached to the Bill of Lading.

1.6 Fault and Responsibility:

The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but are not limited to miss-orders by the entity, Fuel spills, delivering wrong Fuel to the County by Supplier, cross-fueling by Supplier at County facility, etc.

1.7 Fuel Terminals:

The Supplier will source Fuels to achieve the lowest cost based on the availability of Fuel products, Fuel products needed for loads, constraints of County tanks, and constraints in transportation. Under all circumstances, the Supplier will use his best efforts to achieve this objective.

Availability of Product: If there are Fuel restrictions, shortages, and/or allocations placed on suppliers of Fuel product by either terminals, suppliers, and/or the government (local and/or federal) for any reason, then the Supplier is to deliver Fuel to entities at the same percentage as allocated.

1.8 Conventional Gasoline: Fuel #22BE-204 uses conventional 9.0 RVP gasoline throughout the year.

1.9 Minimum Delivery:

- For tank wagon delivery, the minimum delivery on this Agreement shall be 250 gallons for the total of gasoline and diesel fuel delivered to one location at one time. If less, a minimum delivery fee of \$65 may be charged.
- For Transport delivery, minimum delivery for gasoline is 8,500 gallons; minimum delivery for diesel fuel is 7,500 gallons; and 7,500 gallons for a combination load of gasoline and diesel fuel. If Supplier uses a common carrier to make delivery, the minimum delivery on this Agreement shall be determined by the common carrier's minimum delivery schedule. For orders below the minimum, a per gallon freight charge may be added to the invoice as a separate item, in addition to the amount of Fuel delivered. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.

1.10 Prices:

- Addressed in items 1.3 & 1.7

1.11 Markup: The Markups for this contract for all locations, is:

- Transport Delivery: \$0.05 per gallon
- Tank Wagon Delivery: \$0.25 per gallon

1.12 Allowable Freight Charges:

- If Supplier uses common carriers, all common carrier charges may be pass-thru charges.
- If Supplier uses their own transports, Supplier may establish a Monthly Average Freight Rate by averaging three common carriers freight rates and providing County notice thereof.
- The County reserves the right to modify freight rate provisions, if modifications are deemed to be in its best interests.

1.13 All common carrier charges shall be pass-thru charges.

- Same day delivery charge may be charged if at the request a delivery is to be made within the same working day.
- Pump off charge for Transport Delivery may be charged if Transport Delivery truck is required to pump a delivery to an above-ground tank.
- Multiple Stop Delivery charge for Transport Delivery may be charged if the Transport Delivery truck is required to relocate to deliver to additional tanks, located at a different fueling location with a different physical address.
- Excessive delay charges if Supplier has to wait more than 30 minutes to begin fuel delivery. Will be charged per 15- minute increment past the initial 30 minutes.
- Backhaul charge if entity order is more than tanks can hold. The charge will vary per incident based on a normal common carrier change.

1.14 Invoice and Payment:

- The Supplier agrees to be paid upon submission of properly certified invoices to the County for Fuel purchased. Invoices shall be submitted to the County for each delivery made. The Supplier shall submit invoices for Fuel in sufficient detail for a proper pre-audit and post-audit thereof, pursuant to section **287.058 of the Florida Statutes.**

1.15 Maintenance:

- The County shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Agreement.

1.16 Taxes:

- Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the County is exempt. Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (850) 933-0713.

1.17 Fuel Permits:

- The County will be responsible for all facility required permits pertaining to Fuel storage and handling in accordance with all local, state and federal laws.

1.18 Schedule and Damages:

- The Supplier agrees to pay any and all actual damages in the event of a default by Supplier due to late completion of services. The Supplier shall reimburse the County for any and all reoccurring costs incurred due to Supplier's failure to deliver, as well as any and all out-of-pocket expenses directly or indirectly incurred related to the late delivery and/or completion of the services. The County reserves the right, in addition to the imposition of actual damages, to cancel the Agreement by providing a thirty (30) day written notice to the Supplier.

1.19 Specifications:

- The Supplier will provide gasoline, and diesel fuel per the following specifications:

Gasoline:

- **Unleaded, 87 Octane – 10% Ethanol**

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M specification D4814, complying with State of Florida gasoline inspection laws.

- **Unleaded, 90 Octane, No Ethanol**

- Gasoline, unleaded, antiknock (octane) index minimum 90 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M specification D4814, complying with State of Florida gasoline inspection laws.

- **Diesel fuel:**

- **Diesel Fuel, Grade No. 2-D Ultra-Low Sulfur Diesel**

Oil, diesel fuel, grade no. 2-D ultra-low sulfur fuel (15 ppm sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-3.001

- **Diesel Fuel, Grade No. 2-D Ultra- Low Sulfur Diesel (Dyed)**

Oil, diesel fuel, grade no. 2-D ultra-low sulfur fuel (15 ppm sulfur, 40 centane min.) for use in off-the-road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.