

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 **Lewis Oil Co., Inc.**, located at 621 SE Depot (7th) Ave., Gainesville, FL, possessing FEIN# 59-1487255 (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 May 18, 2021 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 #21B-084 - Countywide Fuel, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Certificate of Insurance and Notice to Proceed.

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 Work (defined herein) shall commence upon Board Approval, and shall be in effect through May 31, 2024 with the option to renew for two (2) additional one (1) year term, pending mutual agreement (the "Term"). All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. SUPPLIER shall complete the Work for Project 21B-084, purchase and delivery of fuel to be used Countywide, 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. COUNTY shall make payment according to Exhibit B, Fee Schedule, (the "Agreement Price"), to SUPPLIER under COUNTY's established procedure, upon completion of the Work as described in this Agreement. There shall be no provisions for pricing adjustments during the Term.

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@marioncountyfl.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 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-. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Marion County Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** shall be provided by SUPPLIER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** shall be purchased and maintained by SUPPLIER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. A "**subrogation waiver endorsement**" is required.
- **General Liability** shall be maintained by SUPPLIER for the duration of the Project with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is written on a claims-made basis, SUPPLIER must maintain the policy a minimum of 5 years following completion of the Project.

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 448.09(1), 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 a 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.
- **Fraternalization:** 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 the Agreement is for One Million Dollars or more, SUPPLIER certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUPPLIER 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 the Agreement is for any amount, SUPPLIER certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUPPLIER 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 the Agreement if it is for One Million Dollars or more, and SUPPLIER meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. SUPPLIER is found to have:
 - 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.OR
3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. SUPPLIER is found to have:
 - a. Met either prohibition set forth in Section “25(B)(2)” above or
 - b. Been engaged in business operations in Cuba or Syria.OR
5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. SUPPLIER is found to have:
 - a. Met any prohibition set forth in Section “25(B)(4)” above or
 - b. 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.OR
7. Was entered into or renewed on or after July 1, 2018, and
8. SUPPLIER is found to have met any prohibition set forth in Section “25(B)(4)” above.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the 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. SUPPLIER 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** and **EXHIBIT B – Fee Schedule**.

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: Lewis Oil Co., Inc.
621 SE Depot (7th) Ave., Gainesville, FL
CONTACT PERSON: Sandy Golden | Phone: 352-376-3293

COUNTY: Marion County Fleet Management
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@marioncountyfl.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: sgolden@lewisoilco.com and krbrane@lewisoilco.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:

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

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

JEFF GOLD, DATE
CHAIRMAN

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

BCC APPROVED: May 18, 2021
21B-084| Countywide Fuel

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

LEWIS OIL CO., INC.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

21B-084 Countywide Fuel

Exhibit A - Scope of Work

TECHNICAL SPECIFICATION

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

“OPIS Contract Price Report” shall mean the fuel (Ethanol 10%) pricing service provided by the Oil Pricing Information Service (OPIS), an industry benchmark for pricing Fuel. This Contract shall use the contract low daily price from the daily contract report, made available at 10:00 AM, EST, as established by OPIS. Fuel prices are listed for terminals by regions in reports and price will be determined using the closest appropriate terminal.

“Fuel” shall mean any Fuel product obtained through this Contract. Fuel product shall include all grades of unleaded gasoline, fuel oil, and heating fuel to be delivered to Entity facilities, Fuel Sites & Estimated Usage.

“Markup” shall mean the Contractor’s price to cover all costs associated with providing Fuel to Entity facilities. Markup will mean both positive and negative numbers. Markups may differ based on actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. The Contractor shall assess no other fees associated with the delivery of Fuel.

“Tank Wagon Delivery” shall mean a delivery by a transport truck with a minimum delivery of 250 gallons up to 4,000 gallons.

“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 7,500 gallons for a combination load of gasoline and fuel.

1.2 Deliverables: The Contractor shall deliver the following product, as more particularly detailed in section 1.5

1.3 Scope of Work: This Contract is to provide Fuel for Marion County BCC departments, supported by the Fleet Management Department. Each entity seeks to improve quality and efficiency of services delivered, improve entity services and reduce cost. The Contractor must efficiently provide Fuel to meet the requirements which that contractor is awarded. (It is anticipated that all Entities combined will use approximately 1.1 million gallons annually under the resulting Contract.)

Contractor must meet the following requirements:

- Fuel costs will be determined based on the contract low daily price from the OPIS daily contract report, made available at 10:00 AM, EST, from the closest terminal used to service the Customer’s facility. Pricing is posted in the OPIS daily contract report distributed each morning. For holidays and weekends, the reference point will be the price that was last in effect.
- Markups will be established for each type of Fuel for each participating entity on the minimum delivery requirements. 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. All Fuel costs will include the OPIS daily contract pricing, the Contractor’s Markup and all applicable taxes and/or petroleum associated fees allowed.

1.4 Fuel Sites and Accessibility: All entity tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify entity of all situations that may be deemed unsafe. A Contractor may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if Contractor attempts to deliver Fuel and the Fuel site is deemed unsafe. The entity shall be responsible for having proper equipment installed for the type of delivery requested. Entity shall work with Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. Entity may be subject to an excessive delay charge if Contractor 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 entity. Under emergency conditions, fuel is to be delivered to the tank(s) within 6 hours after a telephone notification is received by the entity. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. The entity and the Contractor will agree upon this time. The Co-op prefers vehicles equipped with meters make tank wagon delivery. The driver shall leave a metered loading report (bill of lading) from the terminal with the entity on transport delivery. Entity shall have the right to refuse delivery if a bill of lading is not supplied. There will be no back haul charge to entity if delivery is refused due to the vendor'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, entity personnel and Contractor personnel shall measure the tank(s) to receive Fuel and shall again measure the tank(s) after delivery.

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 not limited to miss-orders by entity, Fuel spills, delivering wrong Fuel to entity by Contractor, cross-fueling by Contractor at entities facility, etc.

1.7 Measurements: Customary measurements appearing in these specifications are not intended to preclude BID for commodities with metric measurements.

1.8 Fuel Terminals: Price will be determined using the contract low daily price (Ethanol 10%) from the OPIS daily contract report, made available at 10:00 AM, EST, for the closest appropriate terminal, under normal working conditions, on the date of delivery to the entity, regardless of when or where the Contractor actually obtained Fuel.

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 at the Participating Entities discretion, price may be adjusted. Contractors will have to provide adequate proof of the situation to have the price adjusted. The time period for these adjustments will be determined by the Participating Entities based on the situation. If governmental allocations are declared, the Contractors are to deliver Fuel to entities at the same percentage as allocated.

1.9 Conventional Gasoline: The Fuel contract 21B-084 uses conventional 9.0 RVP gasolines throughout the year.

1.10 Minimum Delivery: For Contractors that utilize their own transports to make delivery, the minimum delivery on this Contract shall be 250 gallons for a Tank Wagon Delivery for gasoline and fuel oil; 8,500 gallons for a Transport Delivery for gasoline; 7,500 gallons for a Transport Delivery for fuel oil; and 7,500 gallons for a combination load Transport Delivery of gasoline and fuel oil. The 250-gallon minimum applies to the total gallons per entity order. If Contractor uses a common carrier to make delivery, the minimum delivery on this Contract shall be determined by the common carrier's minimum delivery schedule.

• Gasoline and Fuel Oil

Tank Wagon Delivery – For orders less than 250 gallons, a delivery charge as per the Bid Form, 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.

Freight charges will be included in the Tank Wagon Delivery Markup.

Transport Delivery – For orders less than 8,500 gallons for gasoline, 7,500 gallons for fuel oil and 7,500 gallons for a combination load of gasoline and fuel oil, 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.

Freight charges will be included in the Transport Delivery Markup.

1.11 Prices:

Fuel Cost shall be determined by the date, method of delivery, and bid entity to which delivery of Fuel is made. Fuel cost shall include:

Gasoline and Fuel Oil: Prices will be calculated using the following information:

Contract low daily price from the OPIS daily contract report, made available at 10:00 AM, EST, as determined by the closest appropriate terminal for Fuel.

Contractor's Markup as determined by the Bid Form sheet for the method of delivery and the bid entity to which delivery of Fuel is made.

All applicable Fuel taxes and/or petroleum associated fees as determined by the County in which delivery of Fuel is made. Transport delivery with a minimum delivery of 8,500 for gasoline, 7,500 gallons' fuel oil and 7,500 gallons for combination load of gasoline/fuel, pricing will be determined using the bill of lading (BOL) net gallons.

1.12 Markup: The Markup shall be noted on the Price Sheet as follows:

Discount Markup – A Discount Markup shall be noted as a negative number, using either a minus sign “-.xx” or enclosed within parentheses “(.xx)”, i.e. “-.01” or “(.01)”.

Markup – All other prices will be construed as a positive number for the Markup.

The Markup of Discount Markup may include the Contractor's profit and any other costs the Contractor wishes to include. Prices shall be per gallon for the Markup or Discount Markup.

1.13 Allowable Charges: The Contractor may assess the following charges on the invoice:

- Contractor who own their own transports must provide established freight rates with their BID submittal. These rates must be based on the average of at least the past 12 months, with suitable documentation for evaluation. If a Contractor does not have an established freight rate, then the freight rate charged must be comparable to that charged by a common carrier.

1.14 All common carrier charges shall be pass-thru charges. The County reserves the right to modify freight rate provisions, if modifications are deemed to be in its best interests.

- Bank charges as stated on the Contractor's Ordering Instruction page for all purchases using the purchasing card program established by the entity. This charge will be a percentage of the total invoice amount.

- Same day delivery charge, per Bid Form. May be charged if at the request a delivery is to be made within the same working day.

- Pump off charge has been included in the pricing submitted, per Contractor.

- Multiple Stop Delivery charge for Transport Delivery, per Bid Form. May be charged if Transport Delivery truck is required to relocate to deliver to additional tanks, located at a different fueling location with a different physical address.

- Multiple Stop Delivery charge for Tank Wagon Delivery, per Bid Form. May be charged if the Tank Wagon 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 Contractor has to wait more than 30 minutes to begin fuel delivery. Will be charged as per 15- minute increment past the initial 30 minutes.

- Back haul charge if entity order more than tanks can hold. Charge will vary per incident based on a normal common carrier change.

1.15 Invoice and Payment: The Contractor agrees to be paid upon submission of properly certified invoices to the entity for Fuel purchased. Invoices shall be submitted to the entity for each delivery made. The Contractor shall submit invoices for Fuel in sufficient detail for a proper pre-audit and post-audit thereof, pursuant to section 387.058 of the Florida Statutes. The entity agrees that payments to the Contractor will be made in accordance with section 315.433 of the Florida Statutes, and Chapter 55 of the Florida Statutes. Copy of report used to be included with invoice or a website address must be provided to verify. All costs for this report or website must be included in the proposed pricing. Additional costs will not be accepted.

1.16 Maintenance: The entity shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Contract.

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

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

1.19 Schedule and Damages: The Contractor agrees to pay any and all actual damages in the event of a default by Contractor due to late completion of services. The Contractor shall reimburse the participating entities for any and all procurement costs incurred by the County due to Contractor'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 Contract by providing a thirty (30) day written notice to the Contractor.

1.20 Specifications: The Contractor will provide gasoline, and fuel oil 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. To be delivered as ordered via tank wagon, minimum delivery of 250 gallons.

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. To be delivered as ordered via transport truck in full loads, minimum delivery 8,500 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Fuel Oil:

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

Oil, diesel fuel, grade no. 2-D 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. To be delivered as ordered via tank wagon, minimum delivery of 250 gallons.

Oil, diesel fuel, grade no. 2-D low sulfur fuel (.15ppm 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-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,500 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

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

Oil, diesel fuel, grade no. 2-D high sulfur fuel (500 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. To be delivered as ordered via tank wagon, minimum delivery of 250 gallons.

Oil, diesel fuel, grade no. 2-D high sulfur fuel (.500 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. To be delivered as ordered via transport truck in full loads, minimum delivery of 7,500 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

1.21 Emergency Contingency Plan: Prior to a declared emergency, Lewis Oil prepares by filling to capacity all above ground storage tanks at our two depot facilities, all tank wagons, and all below ground tanks at our 28 retail facilities.

In addition, all card lock facilities are closed to commercial use to allow first responders and governmental agencies sole access to fuel. At capacity (over 2 million gallons on-hand), Lewis Oil can fulfill its contractual obligations to all first responders and governmental agencies.

Lewis Oil has an exclusive first rights contract with All World Fuels, a petroleum products carrier company, to access and deliver fuel only to our facilities during declared emergencies. Lewis Oil fuel deliveries start before the declared emergency on through the emergency. Lewis Oil replenishes on hand fuel during emergencies, ensuring

that in the event of a worst-case scenario where all fuel deliveries are halted, there will still be two (2) million gallons on hand for the exclusive use of area first responders.

Lewis Oil has tank wagons and large 500-1,000-gallon field tanks to stage fuel anywhere in our service area and beyond. We have serviced emergency first responders in Texas, Louisiana, Georgia, Mississippi, South Carolina, and South Florida using transports, tank wagons, and field tanks. This capability ensures that generators continue to run and remote vehicle fueling can be done.

The fuel site in Ocala has a capacity of 20,000 off road (dyed) diesel and 10,000 of clear (clear) diesel and 10,000 gallons of gas. Our schedule for opening this site is June 1st, assuming no delays with city permitting. The Ocala card lock is a 24/7 facility. Fuel is available all the time.

With the opening of the Ocala card lock facility, and Marion County's 24/7 access to fuel, Marion County is clearly a top priority and can expect the same professional and expert service all of North Central Florida has been receiving for 58 years.

The operation of a card lock facility in Marion County demonstrates Lewis Oil's commitment to Marion County.

All Lewis Oil facilities are maintained 24/7 by Petroleum Aids, Inc., our in-house systems engineers. Lewis Oil does not wait for a third-party repairman to schedule an appointment during business hours. Petroleum Aids will visit the site immediately and repair the equipment on-site. Downtime at Lewis Oil is held to a minimum.

Lewis Oil has an in-house direct line of contact with all Suppliers and Terminals. If fuel is not available at the normal loading terminals, alternatives are in place to move transports to pick up fuel from other areas. We have access to four (4) terminals in Jacksonville and each terminal has five (5) suppliers each. We also have access to five (5) terminals in Tampa and each terminal has five (5) suppliers each.

1.22 Contract Term: The contract term is for three (3) years with the option to renew two (2) additional one (1) year terms, pending mutual agreement.

21B-084 Countywide Fuel

EXHIBIT B – Fee Schedule

Fuel Type	Markup Price Per Gallon For Tank Wagon Delivery F.O.B. Destination	Markup Price Per Gallon For Transportation Delivery F.O.B. Destination
#2 Ultra-Low Sulfur Diesel	\$0.12	\$0.03
Unleaded 87 Octane	\$0.12	\$0.03
#2 Red Dyed Low-Sulfur Diesel	\$0.12	\$0.03

DELIVERY CHARGE PER LOCATION IF MINIMUM IS NOT MET

<u>COUNTY FUEL SITES</u>					
<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>FUEL TYPE</u>	<u>DELIVERY CHARGE TANK WAGON</u>	<u>DELIVERY CHARGE TRANSPORT</u>
Fleet	3330 SE Maricamp Rd.	Ocala	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Fleet	3330 SE Maricamp Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
Fleet	3331 SE Maricamp Rd.	Ocala	Unleaded	\$0.07 per gallon	\$0.07 per gallon
Sheriff	690 NW Roth Avenue	Ocala	Unleaded	\$0.07 per gallon	\$0.07 per gallon
NW Sub Station	1868 NW 100 th Street	Ocala	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
NW Sub Station	1869 NW 100 th Street	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
NW Sub Station	1870 NW 100 th Street	Ocala	Unleaded	\$0.07 per gallon	\$0.07 per gallon
SW Sub Station	8088 SW CR 484	Ocala	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
SW Sub Station	8088 SW CR 484	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SW Sub Station	8088 SW CR 484	Ocala	Unleaded	\$0.07 per gallon	\$0.07 per gallon
SE Sub Station	10298 SE Maricamp Rd.	Ocala	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
SE Sub Station	10299 SE Maricamp Rd.	Ocala	Unleaded	\$0.07 per gallon	\$0.07 per gallon
Landfill	5601 Se 66 th Street	Ocala	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Landfill	5602 Se 66 th Street	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 2 Citra	2189 NE 180 th Ln.	Citra	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 4 East Marion	16004 E HWY 40	Silver Springs	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 4 East Marion	16004 E HWY 40	Silver Springs	Unleaded	\$0.07 per gallon	\$0.07 per gallon
Station 6 South Forest	15490 SE 182 Ave. Rd.	Umatilla	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 7 Ft. McCoy	13150 E HWY 316	Ft. McCoy	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 9 Orange Lake	18945 N US HWY 441	Reddick	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 12 Meadowood Farms	120 NW 110 th Ave.	Ocala	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 15 Salt Springs	14463 NE 250 th Ave.	Salt Springs	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon

Station 15 Salt Springs	14463 NE 250 th Ave.	Salt Springs	Unleaded	\$0.07 per gallon	\$0.07 per gallon
Station 22 Rainbow Springs	19995 SW 86 th St., Unit 001	Dunnellon	Unleaded	\$0.07 per gallon	\$0.07 per gallon
Station 22 Rainbow Springs	19995 SW 86 th St., Unit 001	Dunnellon	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 27 Weirsdale	16355 S HWY 25	Weirsdale	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
Station 30 Spruce Creek	7900 SE 135 th St.	Summerfield	ULS Diesel	\$0.07 per gallon	\$0.07 per gallon
<u>COUNTY EMERGENCY GENERATORS</u>					
COURTGEN	110 NW 1 st Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
COURTGEN-2	110 NW 1 st Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
FR22-GEN	19995 SW 86 th St.	Dunnellon	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
FLEETGEN	3240 SE Maricamp Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
LF-GEN4	5602 SE 66 th St.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-01	3330 SE Maricamp Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-02	3330 SE Maricamp Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-03	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-04	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-07	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-08	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-09	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-11	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-12	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-13	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-14	692 NW 30 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
SOGEN-15	109 W. Silver Springs Blvd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
PAGEN-2	SE 26 th Court	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-2	Oak Drive SSS	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-06	4120 W HWY 326	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-09	13841 N HWY 19	Salt Springs	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-10	Marion Oaks Lift Station #2	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-14	14670 SW 110 St.	Dunnellon	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-27	3550 SW 168 St.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-28	12255 Del Webb Bl.	Summerfield	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-41	2550 NW 70 th Ave. Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-45	17155 SE 115 th Ct.	Summerfield	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-48	450 Emerald Road	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-60	2550 NW 70 th Ave. Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-61	1331 SE 65 th Cir.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon

MCUGN-62	41 Hemlock Cir.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-64	4170 NW 44 th Ave.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-68	11400 SW 90 th Terr.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-69	17380 SE 115 th Terr. Rd.	Summerfield	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-70	SW 35 Ave. Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-71	5950 SW 150 Ln.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-72	8599 SW 133 Ln. Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-77	7498 SW 95 th St.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-78	6295 SW 95 th St.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-84	8344 N. US HWY 441	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-85	450 Emerald Rd.	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon
MCUGN-86	Portable	Ocala	Dyed Diesel	\$0.07 per gallon	\$0.07 per gallon

<u>Description</u>	<u>Delivery Charge</u>
Multiple Stop Delivery Charge for Each Additional Stop	\$50.00 per stop
Same Day Delivery Charge	\$150.00