



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: [nwestmor@pasco.k12.fl.us](mailto:nwestmor@pasco.k12.fl.us)

May 20, 2014

## MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Nicole Westmoreland, MBA, Purchasing Agent *NW*

**SUBJECT:** Purchase of Replacement School Buses  
Florida Department of Education Bid #2013-01  
Florida Transportation Systems, Inc.  
Florida Department of Management Services Bid #405-200-13-1  
Suburban Propane

We are requesting permission to utilize the Florida Department of Education bid #2013-01 to purchase replacement school buses for student transportation needs. The Florida Department of Education bid term date is November 1, 2012 through June 30, 2014.

Per Doe Rule 6A-1.013, Pool Purchases, two or more Districts may jointly pool their requirements and resources to designate one School Board or the Department of Education to act as agent for all in the requisitioning, bidding and purchasing of services or commodities. The Transportation Services Maintenance Department, is requesting to purchase a total of (15) fifteen replacement school buses; (13) thirteen Blue Bird –BBCV, Propane and (2) two Blue Bird – BBCV, Diesel Wheelchair Lift. The total expenditure will be \$1,431,088 using capital project funds.

Additionally, the Transportation Services Maintenance Department is requesting Board approval to purchase liquid propane on an as needed basis, utilizing the vendor Suburban Propane through the Florida Department of Management Services (DMS) Bid #405-200-13-1. Suburban Propane will install auto gas fuel systems at no cost to the district. The approximate total expenditure for the liquid propane will be \$200,000 using operational funds.

Please feel free to contact Emmett Thompson, Supervisor of Transportation Services Maintenance or me if you have any questions or concerns.

Attachments

NW/dam

Date/Time: May 14, 2014 09:28:00

# District School Board of Pasco County

<b>FDOE ITB 2013-01 - Type C</b>	<b>Blue Bird</b>
<b>Capacity - Fuel</b>	<b>65 - DIESEL - Wheelchair Lift</b>
<b>Body Model:</b>	BBCV3011S
<b>Chassis Model:</b>	BBCV
<b>Transmission: Allison</b>	Allison PTS 2500
<b>Engine: Cummins</b>	Cummins ISB13
<b>Engine, HP/LB-FT:</b>	200/520
<b>Standard Lift Model:</b>	Ricon S5510-ADA/403
<b>Base Bus Price (Page 19 of Price &amp; Ordering</b>	<b>\$89,668</b>
<b>OPTIONAL EQUIPMENT PRICES</b>	
<b>From Page 60 of Price &amp; Ordering Guide</b>	
[C3] Auto Trans Warranty (5 year unlimited)	Standard
[C10] Air Ride Rear Suspension	\$1,380
[B4] 77" High Headroom	Standard
[B6] Locking Door at Fuel Tank	\$2
<b>From Pages 41 &amp; 42 of Price &amp; Ordering Guide</b>	
Delivery - Region 3	\$900
<b>From Page 48 of Price &amp; Ordering Guide</b>	
Standard Wheelchair Tiedown/Occupant Restraint System (WTORS) - Q'Strain QRT Deluxe-Qty:(3)	Standard
<b>From Page 60 of Price &amp; Ordering Guide</b>	
(BB31) 65 Cap Type C - ACC - RW44FW45SM2260602121 (3-year / 75,000 mile base warranty)	\$8,377
5 Year Warranty in lieu of 3 YR/75,000 Mile Warranty - Triple Evaporator Systems	\$1,100
<b>From Page 87 of Price &amp; Ordering Guide</b>	
Tag and Title Processing (per unit) - FTS - Tag/Title	\$210
<b>From Page 92 of Price &amp; Ordering Guide</b>	
Seon TL4 Digital Basic 4 channel Day/Night Recording, 1 Camera,	\$1,525
Seon - CQ8XXA50 Additional Camera - (\$250 Each X 2) - Installed	\$500
Seon GPS4 - GPS Antenna Package Basic - Installed	\$75
<b>Total Price Per Bus</b>	<b>\$103,737</b>
<b>Bus Quantity</b>	<b>2</b>
<b>Total Purchase</b>	<b>\$207,474</b>

Ross Rayner

Florida Transportation Systems



Pasco County Schools  
 Florida Department of Education Contract 2013-01  
 Contract Effective Through June 30, 2014



FLORIDA  
 TRANSPORTATION  
 SYSTEMS, INC.

7703 Industrial Lane  
 Tampa, Florida 33637-6738

813.980.0174  
 800.262.8617  
 fax: 813.985.7874

www.FTS4Buses.com

<i>FDOE ITB 2013-01 - Type C</i>	<i>Blue Bird</i>		
<i>Capacity - Fuel</i>	<u>65 - Propane</u>	<u>Qty</u>	<u>Total</u>
<i>Body Model:</i>	BBCV3011S		
<i>Chassis Model:</i>	BBCV		
<i>Transmission: Allison</i>	Ford 6R140		
<i>Engine: Cummins</i>	Ford 6.8L LPI		
<i>Engine, HP/LB-FT:</i>	362 HP		
<i>Base Bus Price (Page 18 of Price &amp; Ordering Guide):</i>	\$84,322	13	\$1,096,186
<b>OPTIONAL EQUIPMENT PRICES</b>			
<b>From Page 18 of Price &amp; Ordering Guide</b>			
[C3] Auto Trans Warranty (5 year unlimited)	Standard	Standard	Standard
[B4] 77" High Headroom	Standard	Standard	Standard
[B6] Locking Door at Fuel Tank	\$2	13	\$26
<b>From Pages 41 &amp; 42 of Price &amp; Ordering Guide</b>			
Delivery - Region 3	\$900	13	\$11,700
Delivery - Region 3 - Additional for Propane	\$250	13	\$3,250
<b>From Page 60 of Price &amp; Ordering Guide</b>			
AC - Vision Stand Alone Dash System - ACC - (3-year / 75,000 mile base warranty)	\$3,000	13	\$39,000
<b>From Page 81 of Price &amp; Ordering Guide</b>			
65 Cap. Type C Bus - Ford 6.8L LPI, 362 HP, Ford 6R140 Transmission*	\$3,244	13	\$42,172
<b>From Page 87 of Price &amp; Ordering Guide</b>			
Tag and Title Processing (per unit) - FTS - Tag/Title	\$210	13	\$2,730
<b>From Page 92 of Price &amp; Ordering Guide</b>			
Seon TL4 Digital Basic 4 channel Day/Night Recording, 1 Camera, 320 GB Hard Drive - Installed	\$1,525	13	\$19,825
Seon - CQ8XXA50 Additional Camera - (\$250 Each X 2) - Installed	\$500	13	\$6,500
Seon GPS4 - GPS Antenna Package Basic - Installed	\$75	13	\$975
<b>Total Price Per Bus</b>	<b>\$94,028</b>	<b>13</b>	<b>\$1,222,364</b>
<b>From Page 87 of Price &amp; Ordering Guide</b>			
Ford Integrated Diagnostic System (IDS) Equipment	\$1,250	1	\$1,250
<b>Total Price</b>			<b>\$1,223,614</b>



School & Comm



# Suburban Propane®

## PROPANE PROPOSAL

On-site Proposal  
 Phone Quote/Proposal

Suburban Propane, L.P. ("Suburban" or "Seller") Address: 5618 Powhatan Ave. Tampa, FL 33610

Telephone 813 - 626 - 4157 Fax 813 - 626 - 7432 Email [amcallister@suburbanpropane.com](mailto:amcallister@suburbanpropane.com)

Date 04-28-14	Account Number	Account Representative Name Alan McAllister	CSC Number 1158
Name "Customer" District School Board of Pasco County/Transportation Maint			Telephone
Customer's Email ethomso@pasco.k12.fl.us		Cell Telephone 813-313-6871	Fax
Billing Address 6125 Pinehill Rd.		City Port Richey	State Fl. Zip Code 34668
Delivery Address 13135 Fort King Highway		City Dade City	State Fl. Zip Code 33523
Delivery Address Owner if not Customer ("Landowner")		Telephone Number	Cell Telephone Number

QUANTITY	EQUIPMENT/SERVICES DESCRIPTION	TOTAL
2	Suburban Propane will loan at no charge two 1000 gallon L.P. tanks with our standard auto gas fuel system; high differential pump for liquid system, meter compatible to Fuel Management system, hose and all necessary adapters and fittings for filling L.P. bus tanks. or	\$ \$ \$ \$ N/C
1	Recommended upgrade to a vertical gasoline style pump and meter system or	\$ 8000.00 \$
1	Purchase of entire system with upgrades	\$ 32000.00
*	Customer responsible for electric, baracades, and connection to existing fuel management system	\$ \$ \$
<b>Permit Fees (if applicable):</b>		\$ not included
<b>Sales Tax:</b>		\$ not included

We propose to furnish the above stated Equipment/Services for the sum of \$ tbd

### PROPANE SALES DESCRIPTION

We propose to sell propane for all of Customer's LP-Gas requirements at the initial per gallon price of \$ state contract \_\_\_\_\_, or as outlined above in Equipment/Services Description, subject to the terms and conditions set forth in the written agreement between Suburban and Customer. Customer acknowledges that, unless otherwise expressly stated above by Suburban, this price is applicable to Customer's first fill only.

Customer acknowledges that this Proposal is confidential and agrees not to disclose its contents to third parties. Changes or additions to the Equipment/Services described above are subject to Suburban's approval and acceptance and may involve additional charges. This Proposal is contingent upon Customer's execution of a written agreement, completion of a credit check, and Suburban's acceptance of them. The terms and conditions of the agreement will include the Equipment/Services Description.

This Proposal may be withdrawn if not accepted within 30 days.

SUBURBAN MANAGER (SEE INSTRUCTIONS) OR REGIONAL SALES REP:

SIGNATURE:

PRINT NAME: Alan McAllister



### ACCEPTANCE OF PROPOSAL

I am authorized to accept this Proposal for work to proceed at the Delivery Address. The above Equipment/Services/Propane Sales Description, prices and conditions are hereby accepted.

CUSTOMER NAME: Emmett Thompson	CUSTOMER AUTHORIZED SIGNATURE:	DATE OF ACCEPTANCE:
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DISTRIBUTION: CUSTOMER - COPY OFFICE - COPY

Item No. 1527486 AGR-1005-0213



## PROPANE AUTO-GAS DISPENSER OPERATOR AGREEMENT

Suburban Propane, L.P. ("Suburban" or "Seller") Address:			
Telephone _____ - _____ - _____		Fax _____ - _____ - _____	
Email <u>amcallister</u>		@suburbanpropane.com	
Agreement Date 04-21-14	Account Number	Account Representative Name Alan McAllister	CSC Number
Customer Name ("Customer") District School Board of Pasco County/Transportation Maintenance		Business Telephone Number	Cell Telephone Number 813-313-6871
Customer's Tax Identification Number		Fax Number	Email Address
Billing Address 6125 Pinehill Rd.		City Port Richey	State Fl. Zip Code 34668
Delivery Address Transportation East		City Dade City	State Fl. Zip Code

**1. PROPANE AND EQUIPMENT:** Suburban shall lease, install and maintain at the Delivery Address such Suburban-owned LP-Gas ("Propane") storage tanks and dispenser equipment as is necessary for Propane service in connection with Customer's Propane Auto-Gas Dispenser Operation, including, but not limited to, such items identified in any Suburban work order or other Suburban records ("Equipment"), and excluding items listed in Schedule A, made part hereof, the provision of which are acknowledged to be Customer's responsibility. Customer shall purchase from Suburban all of Customer's requirements for Propane to be dispensed from the Equipment. Suburban may replace, add or adjust Equipment if necessary in Suburban's judgment or as requested by Customer, which items shall also be regarded as "Equipment" hereunder. Title to Equipment shall remain with Suburban at all times and shall not pass to Customer, any subsequent purchaser of the Delivery Address or other third party (including creditors). Equipment shall not become fixtures notwithstanding the manner in which it is affixed to property. Customer warrants that Customer has the legal right and landowner's consent, if applicable, to have the Equipment installed and used at the Delivery Address for the duration of this Agreement. Customer agrees that only Suburban and its authorized representatives shall deliver Propane to the Equipment. Customer is responsible for proper grounding/bonding of Equipment, and shall arrange for protection of Equipment from the elements including, where applicable, from the forces of accumulated snow/ice.

**2. PRICES AND FEES:** As compensation for Suburban's (i) supply to Customer of Propane, (ii) lease to Customer of the Equipment, and (iii) provision to Customer of other services incidental thereto, Customer agrees to pay to Suburban (a) Suburban's per gallon price for Propane applicable to Customer on the date of delivery ("Price"), and (b) Suburban's applicable fees and charges ("Fees" or "Charges") in effect on the date of billing. Customer understands and agrees that, unless otherwise stated by Suburban in writing (including in any Addendum attached hereto), any Price quoted by Suburban on or prior to the Agreement Date applies only to Customer's first delivery of Propane and that Customer's Price for subsequent deliveries of Propane could vary with each such delivery. Customer also understands and agrees that the Price Customer will pay for each delivery is dependent on a number of different factors, which will vary over time, including, but not limited to, the direct and indirect costs incurred by Suburban to acquire, store and deliver the Propane sold to Customer, the volume of Propane purchased by Customer and prevailing conditions. Because of this variability in Price, Customer acknowledges that the Price paid by Customer for any delivery of Propane may be different from (A) the Price charged to Customer for an earlier or later delivery of Propane, (B) the price charged at any time to other purchasers of Propane by Suburban or any other company, or (C) any published price index.

In addition to the Fees set forth in Section 1 above, the initial amounts of Fees to be charged to Customer include:

SECURITY DEPOSIT: \$ _____	SAFETY PRACTICES & TRAINING FEE: \$ <u>see state α</u>
MINIMUM MONTHLY PURCHASE REQUIREMENT ("MMR"): \$ _____	EARLY TERMINATION FEE: * \$ <u>3000.00</u>
MINIMUM ANNUAL PURCHASE REQUIREMENT: <u>5000</u> gallons	INSTALLATION FEE: \$ _____
NONREFUNDABLE EQUIPMENT RENTAL FEE: \$ <u>0</u> per <u>na</u>	

\*Payable if Customer terminates this Agreement prior to initial term as agreed upon damages and not as a penalty.

Suburban may also charge other Fees, including, but not limited to, a Transportation Fuel Surcharge Fee, Emergency/Special Delivery Fee and the Fees set forth elsewhere in this Agreement. Fees may be based on Propane gallons delivered to Customer or on other bases, including, but not limited to, a per delivery basis or a periodic basis.

The Safety Practices & Training Fee is charged to recover some of Suburban's safety related costs including, but not limited to, in connection with Suburban's own vehicle and facility inspections as well as Suburban's employee training and testing. The Safety Practices & Training Fee does not vary with the volume delivered and is charged separately instead of being included in the Price. The Safety Practices & Training Fee and other Fees are not specifically authorized or imposed by any local, state or federal law, and the Safety Practices & Training Fee and other Fees are not collected on behalf of, or remitted to, any governmental entity.

Customer understands and agrees that the specific Fees charged and the amount of those Fees may vary over time. Customer acknowledges and agrees that itemization of Price and Fees on Suburban's Delivery Invoice, Delivery Notice or Statement will be sufficient and adequate notice to Customer of those Price and Fees and that Suburban is not required to provide Customer with additional notice of, or prior notice of changes to, Price and/or the amount or nature of Fees. Customer may obtain information about Suburban's current Price and Fees applicable to Customer from Suburban's local office, and a description of Suburban's Fees can be found online at [www.suburbanpropane.com/fees](http://www.suburbanpropane.com/fees).

**3. TERM; EARLY TERMINATION:** This Agreement shall continue for an initial term of 3 year(s) from the date hereof and thereafter shall automatically renew on a year to year basis unless terminated at the end of the initial term or subsequent anniversary dates by either party upon not less



than sixty (60) days prior written notice to the other party. If during the term of this Agreement Customer shall purchase from a supplier other than Seller Propane for use in Equipment, Seller may elect to terminate this Agreement for Customer's breach.

4. **PAYMENT TERMS AND POLICY:** Invoices shall be due and payable upon Customer's receipt thereof. If Customer's credit shall for any cause be deemed unsatisfactory by Seller, Seller shall have the right to require payment in advance before making further deliveries. Invoices remaining unpaid more than thirty (30) days from Invoice date shall be subject to a Late Payment Charge consistent with applicable law. Without further notice, Seller may suspend Propane delivery and remove Equipment for non-payment of Invoice(s) more than sixty (60) days from Invoice date(s). Reinstallation of Equipment after a suspension is subject to a Reinstallation Charge. Title to Propane shall transfer from Seller to Customer upon delivery. Equipment Deposits shall not earn interest unless required by law. Customer shall pay all taxes, and for all licenses, permits or inspections, imposed by governmental entities in connection with the sale, installation, storage or use of Propane sold or Equipment leased hereunder, and all costs associated with Customer's compliance with Sections 5 and 6 hereof, including training or re-training of its employees/agents and Schedule A.

5. **CUSTOMER'S RESPONSIBILITIES:** Customer, at its sole cost and expenses, shall be responsible for, and Seller's obligations under this Agreement shall be expressly pre-conditioned upon, Customer's timely provision, installation, operation, security and maintenance of each item necessary to Customer's Auto Gas Dispenser Operation, including, without limitation, vehicles, each item checked in Schedule A set forth below, and trained personnel as required by law, regulation and this Agreement. In addition, Customer shall notify Seller of changes in fuel consumption that may require adjustment of volume and/or frequency of fuel and/or Equipment deliveries.

6. **SAFETY:** The parties agree:

- a. Seller shall provide one group initial training session to Customer and its designated employees/agents and shall provide Customer with initial training materials. This Agreement incorporates by reference Suburban's Dispensing Propane Safely training certification, training agreements and training instructions for Customer's employees/agents. Customer shall perform all of its obligations set forth therein, including, without limitation, the responsibility to train/re-train its employees/agents, or cause them to be trained/re-trained, in proper procedures before allowing any employee/agent to use the Equipment. Customer shall keep accurate records of all training and/or re-training conducted by Customer or on its behalf.
- b. Customer acknowledges that Seller has no means of control over the Propane or its uses after the Propane is delivered to Customer. Customer shall provide adequate safety information and warnings to Customer's employees/agents concerning the safe handling, use and transportation of Propane, and the limitations of Propane odorants. Customer shall ensure that its employees/agents are familiar with the odor of Propane. Customer acknowledges that safety information and warnings are available from the Propane Education & Research Council or from Seller or third parties.
- c. Customer warrants that it shall maintain Customer's Autogas Dispenser Operation, including the autogas transfer area, in accordance with, and shall comply with all other provisions of, NFPA, DOT and all other applicable laws, codes, regulations and the requirements of any authority having jurisdiction.
- d. Customer agrees that Seller is not responsible to train Customer's employees/agents with respect to Propane vehicle use or safety, fueling or operation and/or any OSHA regulations or requirements.
- e. Customer warrants that it and its employees and agents have all requisite licenses, training and technical experience to operate the Equipment and conduct Customer's Autogas Dispenser Operation. Customer agrees to provide all its employees and agents who may have contact with Equipment and all end users of the Propane sold hereunder with appropriate safety information and warnings. Customer acknowledges that a copy of Suburban's Material Data Safety Sheet for Propane is attached to this Agreement and that additional safety information including copies of Suburban's Material Safety Data Sheet for Propane in Spanish, if not provided with this contract, are available at [www.suburbanpropane.com](http://www.suburbanpropane.com) or 1-888-223-0029.
- f. Customer shall operate and maintain all of its Propane vehicles in a safe and roadworthy manner and condition and in compliance with all applicable laws, regulations and vehicle manufacturer instructions.
- g. This Agreement can be terminated by Seller immediately for any Customer failure to train or any safety violation not promptly remedied.

7. **MAINTENANCE; ACCESS; SERVICE:** Customer shall not service or make any alterations to the Equipment and shall not remove any valves, gauges, fittings or other appurtenances. At all times Customer shall grant Seller the right and ability to have necessary access (without risk or liability for trespass) to Equipment in order to inspect, change or remove all or part of the Equipment. Customer shall not tamper with Equipment and shall not move it from its original installation location, or part with its possession or encumber the Equipment in any way, and shall surrender the Equipment to Seller upon any termination of this Agreement in the same condition as received, normal wear excepted. Customer agrees to notify Seller immediately, both orally and in writing, of any apparent malfunction in Equipment so that Seller may repair such malfunction. Customer agrees to pay for any diagnostic or service work and parts provided by Suburban for Customer-owned equipment, if offered, in accordance with mutually agreed upon labor rates and parts charges.

8. **TERMINATION:** Customer hereby grants Seller the absolute right upon termination to remove its Equipment without notice to Customer or process of law. Upon termination of this Agreement, Customer shall be solely responsible to pay for all costs associated with removing Equipment. It is further agreed that Seller shall not be liable for any injury or damage to the Delivery Address or any property of Customer located thereon occasioned by removal of Seller's Equipment, except arising out of the sole negligence of Seller. Upon any termination of this Agreement not resulting from a default by Seller, Customer agrees to pay all of Seller's Charges relating to termination of service.

9. **INSURANCE:** While this Agreement remains in effect, Customer shall maintain commercial general liability ("CGL") insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including products liability, completed operations, and contractual liability coverages with an insurance company that has a B+ or better rating from the A.M. Best Company. Customer shall also maintain commercial automobile liability insurance with a combined single limit of \$1,000,000 and workers' compensation and employers' liability with limits acceptable to Seller that are not less than minimum statutory limits. Customer shall not engage in Dispenser Operation under this Agreement unless the insurance required by this Section is in full force. At Suburban's request, Customer shall provide it with a Certificate of Insurance and endorsements, in forms acceptable to Seller, that evidence such insurance coverage and name "Suburban Propane Partners, L.P. and its subsidiaries, affiliates and successors" as an additional insured with respect to Customer's CGL and commercial automobile insurance policies. The Certificate of Insurance and endorsements must further provide that the insurance will not be canceled or materially changed without first providing thirty (30) days prior written notice to the Certificate Holder. Customer shall provide Suburban with the required Certificate of Insurance and endorsements for each new or renewal policy term on or before the effective date of new or renewed insurance coverage. While this Agreement remains in effect, Seller shall maintain CGL and other appropriate insurance coverages, in accordance with standard industry practice.

10. **RELEASE AND INDEMNIFICATION OF SUBURBAN; DAMAGES; LIMITATION OF ACTION.** Customer, for itself, its employees and agents, and all other third parties, hereby releases Suburban, waives all claims against Suburban, agrees not to sue Suburban, and agrees to indemnify and hold Suburban harmless from any and all liability, injuries, claims, losses, damages (including consequential damages), lost profits, costs, expenses, and causes of action arising out of or related to (1) any personal injury, including death, or any property damage that may be sustained unless resulting from the sole negligence or any other actionable conduct of Suburban; (2) Customer's use of Equipment or tampering or unauthorized servicing thereof; (3) installation, removal, use, misuse, breakage or malfunction of equipment or piping not owned by Suburban; (4) any Customer-owned bridge failure or other premises liability; (5) exhaustion of



Customer's Propane supply; (6) service discontinuance; (7) Customer's autogas operation; (8) Customer's breach of this Agreement; (9) any negligent acts or omissions on part of Customer. Customer, for itself, its employees and agents, and all other third parties, hereby agrees that Suburban's liability shall be limited to proven direct damages, not to exceed the actual amounts paid by Customer to Suburban over the twelve (12) month period prior to the events giving rise to the claim. No demand, claim, suit, or action shall be made or brought against Suburban, its related business units, employees, agents, assigns or successors more than two (2) years after the date of the event that caused any injury, damage or loss. This paragraph shall survive the termination of expiration of this Agreement.

11. **UNCONTROLLABLE INTERRUPTION OF SERVICE:** Seller shall not be liable to Customer or other party for failure to supply Propane or for any delay, loss or damage, or any failure to perform this Agreement due to any of the following "force majeure" conditions: flood, fire, adverse weather or environmental condition, explosion, power blackout, strike, labor dispute, embargo, inability to obtain sufficient or suitable materials, acts or omissions of carriers or transportation facilities, government order or regulation, terrorist act, war, act of God, or any other cause beyond Seller's reasonable control.

12. **DEFAULT:** Should either party default on any material condition of this Agreement, including, without limitation, abandoning any autogas operation site and permitting the same to remain unoccupied for more than thirty (30) days, institution of bankruptcy or insolvency proceedings involving Customer, or any of its principals, or any purported sale, pledge, transfer, assignment, hypothecation or encumbrance, in whole or in part, of any Equipment, then the non-defaulting party shall have the option to cancel this Agreement upon providing thirty (30) days prior written notice to the defaulting party of its intent to cancel this Agreement by reason of such default and such default not being cured within such notice period; except that Seller may elect to terminate this Agreement immediately if Customer fails to make any payment or maintain insurance coverage as required hereunder or for any Customer failure to train, or perform Customer's Sections 5 and 6 and Schedule A obligations hereunder, or for any safety violation not promptly remedied.

13. **NO WAIVER; SEVERABILITY:** No delay on the part of either party in exercising any of its rights hereunder shall prevent the exercise of such rights at a later date, and any waiver of any breach of this Agreement by either party shall not be deemed a waiver of any other or subsequent breach thereof. Should any section or clause of this Agreement be held invalid by a court of competent jurisdiction, it is agreed that the balance of this Agreement shall continue in full legal force and effect.

14. **SUCCESSORS; ASSIGNMENT; SUBCONTRACTING; NOTICES:** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, legal representatives and assigns, except that Customer shall not assign this Agreement without the written consent of Seller. It is agreed that Seller may assign this Agreement to its affiliates at any time. Suburban also reserves the right to subcontract any or all of its obligations under this Agreement. All communications and notices provided for or permitted hereunder shall be effectively given if in writing and mailed postage prepaid (certified mail for termination notices) to the respective address set forth above. Customer authorizes Seller to leave a notice at the Delivery Address of any condition preventing Propane delivery or resulting in service discontinuance or otherwise requiring Customer's attention.

15. **APPLICABLE LAW; ENTIRE AGREEMENT:** This Agreement shall be construed in accordance with the laws of the jurisdiction of Suburban's address set forth above. This Agreement, and all documents incorporated herein by reference, including Suburban's Dispenser Operator and Propane Cylinder Exchange training certifications, training agreements and training instructions for Dispenser Operator's employees/agents, contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Subject to Suburban's right, as set forth in this Agreement, to unilaterally change Prices and Fees at any time, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Seller in writing. Any Addendum to this Agreement is governed by the terms and conditions set forth herein unless otherwise expressly stated in such Addendum.

16. **CUSTOMER'S CREDIT CHECK AUTHORIZATION:** Customer has authorized or hereby authorizes Suburban to conduct a credit check to evaluate Customer's credit prior to Suburban's acceptance of this Agreement.

17. **CUSTOMER'S REPRESENTATION:** By signing below, Customer acknowledges that Customer and its employees and agents having contact with Propane and/or Equipment have become familiar with the odor of Propane and have received a copy of Suburban's Material Safety Data Sheet attached hereto.

Suburban Propane, L.P. and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are effective as originals.

SUBURBAN BY: \_\_\_\_\_  
Signature of Suburban Manager (see instructions)

CUSTOMER: \_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**SCHEDULE A  
ITEMS TO BE SUPPLIED BY CUSTOMER (SEE SECTION 5)**

- All required permits and other necessary installation and operation approvals;
- Excavation, trenching and backfill for underground pipe and storage container, necessary sand beds, clearance, leveling and related site preparation for installation of Equipment including notification of underground facility markout service;
- Concrete slabs or piers to Suburban's specifications for Propane bulk storage tank(s);
- All fire protection requirements and fire prevention equipment, including fire extinguishers;
- All items necessary to conduct Customer's Autogas Dispenser Operation excluding Suburban's Equipment
- Required non-combustible fencing and crash posts;
- Electric power, wiring and lighting (Class 1 Group D Explosion Proof);
- Adequate truck access for delivery of Propane and Equipment clear of obstruction, snow and debris;
- Physical protection of/for Equipment;

Other: \_\_\_\_\_

# Liquefied Petroleum Gas

405-200-13-1

04/30/2013 through 04/29/2016

**NOTE: Unit Price per Gallon indicates a Firm Markup (Positive Number) or Discount (Negative Number) to the Hattiesburg Average. N/A = Not Available.**

District	County	Commodity Codes			Contractor
		405-200-440-1000 Bobtail Delivery		405-440-1100 Transport Delivery	
		Facility Owned Tank, Unit Price per Gallon	Rental Tank, Unit Price per Gallon	Unit Price per Gallon	
	Pasco	\$ 0.3850	0.4190	0.2690	Suburban
		\$ 0.42	\$ 0.45	\$ 0.26	Ferrellgas