



**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
2008 EAST 8TH AVENUE
TAMPA, FL 33605**

**THIS IS A LEGALLY BINDING AGREEMENT
BETWEEN
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE
AND
QUALITY IN PROPANE, LLC D/B/A PROPANE NINJA**

This Master Agreement, effective as of the date of execution, is made and entered into by Quality in Propane, LLC d/b/a Propane Ninja ("SUPPLIER") and the Hillsborough County Sheriff's Office ("HCSO"); and

WHEREAS, HCSO desires to enter into a Master Agreement by and between HCSO and SUPPLIER, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for delivered various fuel gases like propane, natural gas and acetylene to HCSO and Participating Public Agencies, where required services include delivering fuel gases to tanks and cylinders for refilling, and the potential installation, repair or maintenance of tank or cylinder equipment;

WHEREAS, an Invitation to Bid ("ITB") was issued on November 19, 2024, and the HCSO selected the SUPPLIER for award pursuant to the ITB;

WHEREAS, SUPPLIER represents and warrants that it is qualified to supply the products and services required by the HCSO as set forth under this Master Agreement;

WHEREAS, said Master Agreement provides that any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities

within the State of Florida; and any Eligible User as defined in F.A.C. 60A-1.001(2) (hereinafter referred to as "Eligible Purchaser" or collectively, "Eligible Purchasers") may purchase products and services at the prices indicated in the Master Agreement through the Florida Sheriffs Association ("FSA") Cooperative Purchasing Program ("CPP");

WHEREAS, FSA has the administrative and legal capacity to administer purchases under the Master Agreement to Eligible Purchasers;

WHEREAS, HCSO desires FSA to proceed with administration of the Master Agreement;

WHEREAS, HCSO and SUPPLIER desire to enter into this Agreement to make available the Master Agreement to Eligible Purchasers through the FSA CPP;

NOW, THEREFORE, the parties agree as follows:

1. Florida Sheriffs Association Cooperative Purchasing Program. HCSO has partnered with the Florida Sheriffs Association (FSA) to make the Awarded Contract prices and terms available through FSA's Cooperative Purchasing Program (CPP) to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

All transactions, purchase orders, invoices and payments between the SUPPLIER and an Eligible Purchaser will occur directly between the SUPPLIER and each Eligible Purchaser individually. The SUPPLIER must communicate directly with Eligible Purchaser(s) regarding the placement of orders, issuance of purchase orders, invoices, payments and contract disputes. Neither HCSO, FSA, FSA CPP, nor their agents, directors, employees nor representatives shall be liable to SUPPLIER for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

a. Supplier Contact Information. The SUPPLIER shall maintain current contact information with HCSO and FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the Agreement, the SUPPLIER must notify HCSO immediately.

b. Funding. In the case of certain purchasers, including state agencies, funds expended for the purposes of the Agreement must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

c. Contract Period or Term. The Agreement shall be effective for three (3) years from the date of award with optional renewals for up to three (3) additional two (2) year periods. Agreement extensions will only be executed when the HCSO determines, based on then-existing conditions, that it is in the best interest of the HCSO and the Eligible Purchasers to do so. The obligation to pay all amounts owed by SUPPLIER to FSA through the termination of this

Agreement and all indemnifications afforded by SUPPLIER to FSA and HCSO shall survive the term of this Agreement.

d. Agreement Extension or Renewal. The Agreement may be extended by mutual agreement for up to three (3) additional two (2) year periods. HCSO reserves the right to execute an agreement extension or to allow the Agreement to fully or partially terminate and readvertise for bids, whichever is in the best interest of HCSO.

The SUPPLIER may request price adjustments for agreement extensions as provided for herein. If no request is received from the SUPPLIER, the HCSO will assume that the SUPPLIER has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension must follow the Escalation/De-Escalation procedure detailed herein.

Month-to-Month Continuation. In the event a new agreement is not active at the time of this Agreement's expiration, this Agreement's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Agreement. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

e. Purchase Orders. To initiate a purchase, a purchase order must be issued to the SUPPLIER, which includes:

- HCSO Agreement title and number;
- List of items purchased;
- And the following Eligible Purchaser information: Eligible Purchaser name, contact name, phone number and e-mail address.

Each fiscal year, HCSO will issue a blanket purchase order to SUPPLIER for fuel gas delivery. Requests by HCSO for equipment repairs and installations will be quoted by SUPPLIER, with HCSO issuing a purchase order to SUPPLIER upon quote acceptance.

The SUPPLIER's acceptance of an Eligible Purchaser's order will indicate that the SUPPLIER agrees to deliver awarded goods and/or services that will be fully compatible with all of its options. The SUPPLIER shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Agreement and the purchase order. Any changes that are required to bring goods and/or services into compliance with the various options due to an incorrect order will be accomplished at the SUPPLIER's expense.

For orders received from Eligible Purchasers, a Confirmation of Order form or written affirmation of order shall be completed by the SUPPLIER and provided to the Eligible Purchaser 15 calendar days from receipt of purchase order without request by the Eligible Purchaser. Any additional information needed to complete this form should be obtained by the SUPPLIER from the Eligible Purchaser.

If a SUPPLIER receives a purchase order for goods and/or services for which they were not awarded, the SUPPLIER must notify the Eligible Purchaser and return the purchase order to the Eligible Purchaser within three (3) business days.

The SUPPLIER must submit electronic copies of purchase orders within 15 calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the SUPPLIER after this deadline must be submitted to FSA CPP as soon as possible with the date received by the SUPPLIER and cause for the delay. Purchase orders should contain the following

required information:

Eligible Purchaser name, purchase order number, purchase order issue date, FSA CPP Agreement title and number, goods/services description, goods/services price, options by goods/services, and estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the SUPPLIER must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If an Eligible Purchaser does not use purchase orders, written communication from the Eligible Purchaser to the SUPPLIER will be provided to FSA CPP.

f. Fees and Reporting. The FSA CPP charges three quarters of one percent (.0075) to administer the Agreement. The administrative fees are the contractual responsibility of the SUPPLIER.

After receipt of payment from agreement purchases, the SUPPLIER shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if the SUPPLIER fails to incorporate the administrative fee in its bid pricing.

The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items.

The instructions for electronic payment or wiring of funds are included in Exhibit A. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

SUPPLIER shall maintain an accounting of all purchases made by Eligible Purchasers under the Master Agreement. FSA and HCSO reserve the right to audit the accounting for a period of four (4) years from the date FSA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by HCSO or FSA. In the event such audit reveals an under reporting of Agreement Sales and a resulting underpayment of administrative fees, SUPPLIER shall promptly pay FSA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse FSA's costs and expenses for such audit.

g. Liquidated Damages. The SUPPLIER warrants that the goods and/or services supplied to the Eligible Purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the SUPPLIER responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within

15 calendar days following the end of each quarter may result in the imposition of liquidated damages. SUPPLIER failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

When quarterly reports are late, liquidated damages are to be included in SUPPLIER's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	\$100 per Purchase Order
Failure to report sales	.0075 of the sales price plus 1.5% each month following the delivery date

SUPPLIER agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Agreement. SUPPLIER agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the SUPPLIER's failure to take the specified actions.

h. Equipment Recalls. In the event of any recall notice, technical service bulletin or other important notification affecting equipment purchased from this Agreement, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. SUPPLIER shall describe its process for notification of equipment recalls and timing of such notification.

2. General Terms and Conditions.

a. SUPPLIER shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

b. With respect to any purchases made by HCSO or any Eligible Purchaser pursuant to the Master Agreement, FSA (a) shall not be construed as a dealer, representative, or agent of any type of SUPPLIER, HCSO or such Eligible Purchaser, (b) shall not be obligated, liable or responsible (1) for any orders made by HCSO, any Eligible Purchaser or any employee of HCSO or Eligible Purchaser under the Master Agreement, or (2) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Eligible Purchaser to (1) comply with procedures or requirements of applicable law, or (2) obtain the due authorization and approval necessary to purchase under the Master Agreement. FSA makes no representations or guarantees with respect to any minimum purchases required to be made by HCSO, any Eligible Purchaser or any employee of HCSO or Eligible Purchaser under this Master Agreement.

3. Escalation/De-Escalation. The HCSO will allow an escalation/de-escalation provision in this Agreement. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the Agreement. The SUPPLIER must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 30, but no more than 60, calendar days prior to the end of each two (2) year renewal period for which the solicitation was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the SUPPLIER and can be no more than the percentage of increase passed through to the SUPPLIER. At the time of request, SUPPLIER must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the initial or current term of the Agreement versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite and include any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. They must also include the same written substantiation as mentioned in the paragraph above. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine: 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the Agreement.

4. Effective Date of Agreement. This Agreement shall become effective on the last date of execution set forth on the signature page hereof.

5. Compensation. The compensation to be paid to the SUPPLIER by the HCSO for the goods and/or services rendered will be in accordance with the prices listed in Exhibit C, which is attached hereto and incorporated herein.

HCSO agrees to pay SUPPLIER in accordance with the prices listed in Exhibit C for remote tank monitoring at each of its tank locations as listed in Paragraph 2.5 of the ITB. The required refill threshold is 85% of usable tank capacity.

6. Appropriation of Funds. The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners (BOCC) in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any agreement entered into for each and every fiscal year following the fiscal year in which this Agreement is executed and entered into, and for which the Agreement shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Agreement, provide prompt written notice of such event and effective 30 calendar days after giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Agreement.

7. ITB and Bid Incorporated by Reference. The Invitation to Bid (ITB) dated November 19, 2024, and the bid submitted by the SUPPLIER in response to the ITB (the "Bid"), including any amendments or modifications thereto, are hereby incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Master Agreement except as expressly changed or modified by this Agreement. In the event of any

conflict between the terms of this Agreement and the ITB and the Bid, the terms of this Agreement shall govern first, followed by the ITB, and lastly the Bid, with each document governing only to the extent it does not conflict with the terms of the document above it in this order of precedence.

8. Indemnification. The SUPPLIER shall protect, indemnify and hold harmless HCSO and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the SUPPLIER, SUPPLIER employees or SUPPLIER subcontractors in the preparation of the solicitation and the later execution of the Master Agreement.

FSA and FSA CCP shall be afforded all of the rights, privileges and indemnifications afforded to HCSO under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to FSA under this Agreement.

9. Certificate of Insurance. No work shall commence in connection with this Agreement until the SUPPLIER and any subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the SUPPLIER'S own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Agreement. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within 60 calendar days of cancellation, non-renewal or change in the insurance coverage.

a. Worker's Compensation Insurance. Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the work of this project and in case any work is sublet, the SUPPLIER shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the SUPPLIER. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation statute, the SUPPLIER shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability:	\$100,000 Limit each Accident
	\$500,000 Limit each Aggregate
	\$100,000 Limit Disease each employee

b. Contractors Public Liability and Property Damage Insurance. Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the SUPPLIER from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by the SUPPLIER or by anyone directly or indirectly employed by the SUPPLIER shall be the minimum limits as follows:

Comprehensive General	\$300,000 bodily injury and property damage combined single limit
Automobile	\$300,000 bodily injury and property

damage combined single limit

c. Professional Liability Insurance. Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and

\$1,000,000 aggregate

d. Comprehensive Insurance Coverage. Comprehensive General Liability and Automobile Liability Insurance which shall protect the SUPPLIER from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement whether such operations be by the SUPPLIER or by anyone directly or indirectly employed by the SUPPLIER. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence
Automobile Liability	\$300,000 combined single limit bodily injury and property damage
Garage Liability	\$1,000,000 combined single limit each occurrence
Garage Keepers Liability	\$100,000 collision and comprehensive per Vehicle

10. Condition of Materials and Packaging. Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Agreement shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.

11. Quoted Labor and Material Repairs or Installation. In the event any new installation or repairs are required to cylinders, storage tanks or other items associated with the provisions of this Agreement, the Eligible Purchaser may choose to obtain a written estimate from the SUPPLIER. The Eligible Purchaser will then request a written estimate of a firm fixed price for the repair service required. The SUPPLIER's written estimate shall include the labor and material charges separately; and the SUPPLIER shall not proceed with any repair work without the explicit written permission from the Eligible Purchaser.

a. Labor rate and materials mark-up shall not exceed SUPPLIER's prices as listed in Exhibit C.

b. Written estimate must include reference to this HCSO Agreement.

12. Claims. The SUPPLIER will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

13. When to Make Delivery. Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the SUPPLIER's responsibility to obtain this information.

14. Background Checks. The HCSO will conduct background checks of the employees, agents,

representatives and subcontractors of the SUPPLIER that will be working on HCSO property. Based on the background check results, the HCSO may require the SUPPLIER to exclude certain employees, agents, representatives or subcontractors. Additionally, the SUPPLIER must ensure that all individuals have a responsibility to self-report any arrest for a disqualifying offense within three (3) calendar days. A “disqualifying offense” is defined as a felony or any offense with a direct nexus to the individual’s proposed or current field of licensure, certification or employment. The SUPPLIER must notify the Project Manager within twenty-four (24) hours of all details concerning any reported arrest.

15. Federal Grant Compliance. Pursuant to SUPPLIER’s signature of the Federal Grant Compliance paperwork, in Appendix I of ITB 2024-028, SUPPLIER has indicated their willingness to comply with the requirements outlined in the attached Exhibit B for federally funded purchase orders.

16. Breach of Contract Terms. HCSO reserves its right to all administrative, contractual or legal remedies, including but not limited to suspension or termination of this Agreement, in instances where the SUPPLIER or any of its subcontractors violate or breach any contract term. If the SUPPLIER or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

17. Assignment. The SUPPLIER will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or of its right title or interest therein or its power to execute this Agreement or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

18. Default. The Agreement may be canceled or nullified by the HCSO’s Chief Financial Officer (CFO) in whole, or in part, by written notice of default to the SUPPLIER upon non-performance or violation of contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the SUPPLIER to deliver service, materials or items within the time stipulated in the Bidder’s response or this Agreement, unless extended in writing by the Financial Services Division, shall constitute contract default. If the SUPPLIER defaults on the Agreement, they may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

19. E-verify Requirement. Pursuant to §448.095, Fla. Stat., the HCSO requires the SUPPLIER, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the SUPPLIER enters into a contract with a subcontractor, the subcontractor must provide the SUPPLIER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The SUPPLIER shall maintain a copy of such affidavit for the duration of the contract. If the HCSO has a good faith belief that the SUPPLIER has knowingly violated §448.09(1), Fla. Stat., the Agreement will be terminated. If the HCSO has a good faith belief that a subcontractor knowingly violated this subsection, but the SUPPLIER otherwise complied with this subsection, the HCSO will promptly notify the SUPPLIER and order the SUPPLIER to immediately terminate the contract with

the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the HCSO terminates an agreement with the SUPPLIER as provided above, the SUPPLIER may not be awarded an agreement for at least one (1) year after the date on which the agreement was terminated. The SUPPLIER is liable for any additional costs incurred by the HCSO as a result of the termination of an agreement.

20. Emergency. If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Agreement and procure the item(s) from the most available source.

21. Final Inspection and Acceptance. Final inspection and acceptance of all goods and services specified for delivery under this Agreement to the Eligible Purchasers shall be accomplished by the Eligible Purchasers.

22. Non-Discrimination. SUPPLIER shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. SUPPLIER shall comply with all applicable sections of the Americans with Disabilities Act. The SUPPLIER agrees that compliance with this provision constitutes a material condition to this agreement, and that it is binding upon the SUPPLIER, its successors, transferees and assignees for the period during which services are provided. The SUPPLIER further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

23. Choice of Law & Forum. SUPPLIER agrees that any and all agreements and transactions and performances resulting from this Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hillsborough County, Florida. SUPPLIER shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the performance term relative to the Agreement.

24. Sovereign Immunity. Nothing in these terms or conditions is intended nor shall it be construed or interpreted to waive or modify HCSO's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

25. Confidentiality of HCSO Operations. To the extent permitted by law, SUPPLIER shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of HCSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of HCSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Agreement. SUPPLIER acknowledges that a breach of this confidentiality will cause irreparable injury to HCSO that the remedy at law for any such violation or threatened violation will not be adequate and HCSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the Agreement. At the option of HCSO, employees and/or subcontractors of SUPPLIER that will be working on this Agreement will be required to electronically sign a confidentiality agreement.

26. Severability. In the event any provisions of these terms and conditions are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions which shall remain in full force and effect and enforceable in accordance with these terms and conditions.

27. Enforcement. In the event either party incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.

28. No Third Party Beneficiaries. This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

29. Termination. The Agreement and the parties' performance may be terminated upon the following events:

a. Termination by Mutual Agreement. In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulated therein.

b. Termination Without Cause. The HCSO can terminate the Agreement in whole or part without cause by giving written notice to the SUPPLIER of such termination, which shall become effective 30 calendar days following receipt by SUPPLIER of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO.

The SUPPLIER shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any.

The SUPPLIER shall not be entitled to recover any lost profits that the SUPPLIER expected to earn on the balance of the Agreement or cancellation charges.

Any payments to the SUPPLIER shall be only to the total extent of the Eligible Purchaser's liability for goods or services delivered prior to the date of notice to terminate the Agreement.

c. Termination for Cause. If through any cause within the reasonable control of the SUPPLIER, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Agreement, the HCSO shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the SUPPLIER and unless the deficiencies are corrected within 10 business days, the Agreement may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the Eligible Purchaser shall compensate the SUPPLIER in accordance with the Agreement for all services performed by the SUPPLIER prior to termination, net of any costs incurred by the Eligible Purchaser and HCSO as a consequence of the default.

Notwithstanding the above, the SUPPLIER shall not be relieved of liability to the HCSO for damages sustained by the HCSO by virtue of any breach of the Agreement by the SUPPLIER, and the HCSO may reasonably withhold payments to the SUPPLIER for the purposes of offset until such time as the exact amount of damages due the HCSO from the SUPPLIER is determined.

d. Immediate Termination by HCSO. HCSO, in its sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

- i. SUPPLIER's violation of the Public Records Act;
- ii. The insolvency, bankruptcy or receivership of SUPPLIER;

- iii. SUPPLIER's violation or non-compliance with NONDISCRIMINATION Section of these terms and conditions;
- iv. SUPPLIER fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions;
- v. SUPPLIER is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria; or
- vi. SUPPLIER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Neither the expected termination nor the expiration of the Agreement shall relieve SUPPLIER, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the SUPPLIER'S duty to indemnify and defend HCSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

30. Foreign Influence. SUPPLIER represents and warrants that it has made any applicable disclosures to HCSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

31. Remedy of Right to Seek Substitute Performance. If the SUPPLIER or its subcontractors (if any) defaults or neglects to carry out the work in accordance with this Agreement and fails within a ten (10) day period after receipt of written notice from HCSO to commence and continue correction of such default or neglect with diligence and promptness, HCSO may, without prejudice to other remedies HCSO may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due SUPPLIER the reasonable cost of correcting such deficiencies, including HCSO's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within this Agreement to the contrary, HCSO has a right to claim an anticipatory breach of the Agreement by SUPPLIER and can demand assurance of performance at any time and if said assurance of performance from SUPPLIER is inadequate, HCSO at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to SUPPLIER.

32. **Public Records Law.** The Florida Constitution, Article I, Section 24, as well as Florida Statute § 119.07(1), provides that information received pursuant to law or ordinance or in connection with the transaction of official business by an Agency is a public record and must be released upon request unless an exemption from the Florida Public Records Act applies. SUPPLIER acknowledges its obligations under Florida Statute § 119.0701(2)(b), and the following language is included pursuant to Florida Statute § 119.0701(2)(a):

IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTE TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS AT:

**Hillsborough County Sheriff's Office
Records Section – Freddie Solomon Annex
1900 East 9th Avenue
Tampa, Florida 33605
(813) 247-0960
Rec Request@HCSO.Tampa.FL.US**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date of execution below.

Quality in Propane, LLC d/b/a Propane Ninja

Hillsborough County Sheriff's Office

By:


Martin Zenk, Director of Sales

By:


Chad Chronister, Sheriff

Date:

7/2/2025

Date:

7/21/25

HCSO STAFF	APPROVED	DATE
DIST/DIV	DB3558	7/10/25
LEGAL	A2M269484	7/16/25
FSD	A/CFC M4 260954	7/8/25
DEPARTMENT	FL 3004	7-17-25
CHIEF DEPUTY	A162444	7-17-25
UNDERSHERIFF	@ 3655	7/21/25

EXHIBIT A



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company can pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

EXHIBIT B

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, the Contractor must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Contract Work Hours and Safety Standards Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The clause set forth in 41 CFR 60-1.4(b)

EXHIBIT B

is incorporated herein by reference. Contractor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Contractors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Contractor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for

EXHIBIT B

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Contractor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Contractor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 et seq.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Contractor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded (“SAM Exclusion”). Contractor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Contractor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

EXHIBIT B

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Contractor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Contractor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Contractor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

EXHIBIT B

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Contractor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



HOST SHERIFF PROCUREMENT BID 2024-028 FUEL GAS SERVICES	
BID NUMBER: 2024-008 Fuel Gas Services Opened: January 9, 2025 Initial Award: January 30, 2025 - January 29, 2028 Change Order #: N/A Renewal 1 EXP: 1/29/2029 Renewal 2 EXP: 1/29/2032 Renewal 3 EXP: 1/29/2034 Terms: Three (3) Year Initial Award Optional: Three (3) each Two (2) Year Renewals	HCSO Supplier SI-301043 Quality in Propane, LLC DBA Propane Ninja 1741 Turkey Creek Road Plant City, Florida 33566 Martin Zenk (800) 644-2190, (727) 220-9494 sales@propaneninja.com
HIGHLIGHTED AREA INDICATES AWARD	
Fuel Gases	
A	Liquified Petroleum (LP) Gas
B	Acetylene Gas
C	AR75
D	Argon Gas
E	Carbon Dioxide
F	Natural Gas
G	Nitrogen
H	Oxygen
I	Relevant Fuel Gases Not Listed
	*① ≥100 gal Markup per gal \$0.95 *② ≤100 gal Markup per gal \$1.25
J	Not to Exceed
	\$125.00 / Hour
Material Goods Cost Markup % Rate for Quoted Repairs or Installation	
K.1*③	Minor Items with a cost basis < \$125
	125%
K.2*④	Items with a cost basis > \$125
	30%
Additional Foreseen Expenses:	
L.1	Permit Application Fee (Cost Plus):
	10%
L.2	Remote Tank Monitoring:
	Ninja Watch*⑤ \$4.00 Per Site / Month
Exceptions:	
	*①, *② volume based Price Schedule
	*③ Tiered Markup schedule: May include parts like valves, nuts, bolts, unions, etc.
	*④ Tiered Markup schedule: Includes water heaters; LP storage containers e.g. tanks in 120, 250, 500, 1000 gallons; back-up power generators, etc.
	*⑤ Ninja Watch Monitoring - Hardware allowing fuel level monitoring remotely by purchaser and supplier to prevent run-outs
Notes:	
HCSO Federal Grant Compliance Acceptance <input checked="" type="checkbox"/>	

This solicitation is administered by the Florida Sheriff's Association. Visit <https://flsheriffs.org/purchasingprogram/> for details.