

CONTRACT

THIS CONTRACT entered into this 8th day of November, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and Battery Distributors Southeast, Inc., 250 North Lane Avenue, Jacksonville, Florida 32254, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Batteries, Bid No. NC06-012, on August 24, 2006 at 2:00 p.m.; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, on September 25, 2006, determined that, based upon the recommendation of the Road and Bridge Superintendent, the lowest, most responsive and responsible bidder was Battery Distributors Southeast, Inc.; and

WHEREAS, the Board of County Commissioners of Nassau County awarded the bid to Battery Distributors Southeast, Inc., subject to execution of this contract through September 30, 2008, with optional one-year extensions.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required materials shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70).

Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Administrator's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.

SECTION 5. Firm Prices

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. For the record, the County's Federal Tax Exemption number is 59-1863042; the County's Sales Tax Exemption Identification is 85-8012559204C-5. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall be for a two (2) year term beginning October 1, 2006 and ending September 30, 2008. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or

Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent

Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of construction. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 26. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator

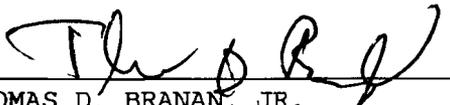
with a copy to the Department Head and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Department Head or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Head or his/her designee, and the County Attorney and the County Administrator and the Department Head or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 27. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

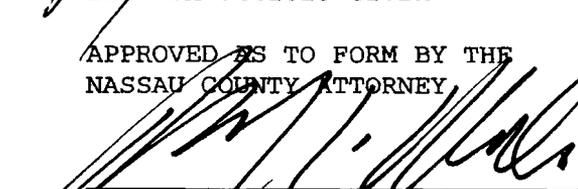
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY,


MICHAEL S. MULLIN

Battery Distributors Southeast, Inc.

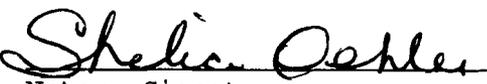
 Sheila Oehler
My Commission DD252069
Expires September 21, 2007


BY: JONATHAN JENNINGS
Its: OPERATIONS MANAGER

STATE OF Florida
COUNTY OF Duval

Before me personally appeared, Jonathan Jennings, who is personally known X or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11th day of October, 2006.


Notary Signature

Notary-Public-State of Florida at large
My Commission expires: 9-21-07

EXHIBIT "A"

2006/08 NASSAU COUNTY ROAD DEPT'S RECOMMENDED BIDDERS LIST

<u>BID #</u>	<u>BID TYPE</u>	<u>RECOMMENDED</u>
* NC06-012	Batteries	Battery Distributors Southeast
NC06-013	Treated Structural Materials	No Bidders
NC06-014	Culvert: Polyethylene	Ferguson Waterworks
NC06-015	Fence Posts	Pride Enterprises
NC06-016	Fence Wire	No Bidders
NC06-017	Fuels, Oils & Lubes	Florida Petroleum Corporation (Option 2)
NC06-018	Guardrail Posts & Accessories	No Bidders
NC06-019	Guardrail Used	No Bidders
NC06-020	Limerock	Liberty Trucking Inc
NC06-021	Portland Cement	No Bidders
NC06-022	Propane Gas	No Bidders
NC06-023	Rip Rap Bags	No Bidders
NC06-024	Builders' Sand	Aggregate Haulers Inc
NC06-025	Sod	No Bidders
NC06-026	Guardrail: Furnish & Install	No Bidders
NC06-027	Mulch (Hay)	Gernie Geiger
NC06-028	Uniform Rental	Riverside Uniform Rentals
NC06-029	Crushed Concrete	No Bidders
NC06-030	#89 Granite	Aggregate Haulers Inc
NC06-031	#57 Limestone	Aggregate Haulers Inc
NC06-032	Hydro-Seeding	Belcorp Inc
NC06-033	Culvert: Concrete	Hardie Pipe
NC06-034	T-Shirts	Baker's Sport Inc

P

Agenda Request For: September 25, 2006

Department: Road & Bridge

Background: Board previously approved advertising for Annual Bids for 2006-2008.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Obtain lowest prices by advertising for materials purchased.

Action requested and recommendation: Request Board approval and award of Annual Bids for 2006-2008 per Bid Tabulation Sheets' Recommendations.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: Materials and Contracted Services accounts.

Reviewed by:

Department Head

Legal

Administrator

Finance

Administrative Services

Grants

Revised 09/05

[Handwritten Signature]

[Handwritten Signature]

N/A

06 SEP 11 AM 8:19

RECEIVED
COUNTY COORDINATORS
OFFICE

APPROVED

DATE *9/25/06* *BY*

BID TABULATION SHEET

BID TITLE: **NC06-012 - Batteries**
 DATE OPENED: **August 24, 2006**
 BASIS OF AWARD: **Lowest Total Cost/valuation**

BIDDERS

**Batteries By
Fisher**

**Battery
Distributors
Southeast**

**Exide
Technologies**

**Long's
Electronics, Inc.**

RECOMMENDATION: Battery Distributors Southeast

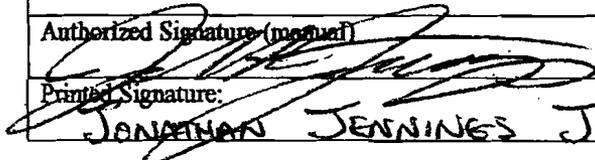
ITEM NO.	DESCRIPTION OF ITEM				QUANTITY						
	Estimated QTY	BCI Group #	Volts	Manufacturer's Standard Warranty		Bid Price (Each)	Months Warranty Offered	Bid Price (Each)	Months Warranty Offered	"NO BID"	"NO BID"
1	25	24	12	36 Months		\$41.00	60	\$35.00	36		
2	15	24F	12	36 Months		\$41.00	60	\$35.00	36		
3	15	27	12	36 Months		\$61.00	60	\$52.00	60		
4	7	27F	12	36 Months		\$61.00	60	\$52.00	36		
5	25	2	6	24 Months		\$53.24	30	\$43.26	30		
6	4	4	6	24 Months		\$53.55	30	\$53.55	36		
7	2	4D	12	24 Months		\$107.80	30	\$95.20	36		
8	10	31SHD	12	60 Months		\$63.75	30	\$55.00	36		
9	5	65	12	60 Months		\$55.00	60	\$45.00	36		
10	5	78	12	60 Months		\$57.75	60	\$47.25	36		
11	10	4DLT	12	60 Months		\$105.60	30	\$95.00	36		
12	FI Poll Fee					\$1.50	PER BATTERY	\$1.50	PER BATTERY		
13	Fuel Surcharge							\$5.00	Per Delivery		

INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Batteries		
Bid Number: NC06-012		
Requesting Department: Road & Bridge	Bid Contact: George Aviles Jr.	
Address: 37356 Pea Farm Road Hilliard FL 32046	Contact Number: (904) 845-3610	
Bid Due/Opening Date: August 24, 2006	Bid Time Due: 2:00 PM	Bid Opening Time: 2:05 PM
Location to Deliver Bid: Nassau County Board of County Commissioners, C/O John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee FL 32097.		

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: BATTERY DISTRIBUTORS SOUTHEAST		
Business Address: 250 NORTH LAKE AVENUE		
Phone Number: (904) 378-7747	Fax Number: (904) 378-7741	E-Mail Address: battdistebellsouth.net
Nassau County Occupational License Number:		
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual): 		Date: 8/18/06
Printed Signature: JONATHAN JENNINGS JR.		Title: OPERATIONS MANAGER

BIDDER DECLARATION / ACKNOWLEDGMENT

THIS BID IS SUBMITTED TO NASSAU COUNTY (A.K.A. - OWNER OR COUNTY):

Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the Agreement(s) Price and within the Agreement(s) Time indicated in this Bid Form, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

(THIS PAGE MUST BE RETURNED WITH YOU BID)

SECTION F. BID PRICE SHEET: BID ITEM NO. NC06-012
BATTERIES

Item	Estimate Quantity	BCI Group Number	Volts	Manufacturer's Standard Warranty	Bidder's Stock or Part No.	Cranking Amps 0 Deg 30 Sec	Months Warranty Offered	Bid Price (Each)
1	25	24	12	36 Months	<u>24-50</u>	460	<u>36 months</u>	<u>35.10</u>
2	15	24F	12	36 Months	<u>24F-50</u>	460	<u>36 months</u>	<u>35.10</u>
3	15	27	12	36 Months	<u>27-60</u>	675	<u>36 months</u>	<u>51.30</u>
4	7	27F	12	36 Months	<u>27F-60</u>	675	<u>36 months</u>	<u>51.30</u>
5	25	2	6	24 Months	<u>GR-2</u>	600	<u>36 months</u>	<u>43.28</u>
6	4	4	6	24 Months	<u>4-3</u>	950	<u>36 months</u>	<u>53.55</u>
7	2	4D	12	24 Months	<u>4D-2</u>	1000	<u>36 months</u>	<u>95.40</u>
8	10	31SHD	12	60 Months	<u>31s 650</u>	660	<u>36 months</u>	<u>53.50</u>
9	5	65	12	60 Months	<u>65-60</u>	650	<u>36 months</u>	<u>45.81</u>
10	5	78	12	60 Months	<u>78-60</u>	685	<u>36 months</u>	<u>47.25</u>
11	10	4DLT	12	60 Months	<u>4DLT</u>	950	<u>36 months</u>	<u>85.05</u>

Other Charges:

<u>Description</u>	<u>Charge</u>
<u>Florida polluter fee</u>	<u>1.50 per Battery</u>
<u>fuel surcharge</u>	<u>5.00 per delivery</u>

Brand Name: VOCAM

Firm Name: BATTERY DISTRIBUTORS Southeast, INC.

Bid Prepared by: [Signature]

Date Prepared: 8/18/06

Phone #: (904) ~~2200~~ 378-7747

**REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
 FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
 Ansley Acree
 Tom Branan
 Floyd L. Vanzant
 Marianne Marshall

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
 Dist. No. 4 Hilliard
 Dist. No. 5 Callahan

JOHN A. CRAWFORD
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

MIKE MAHANEY
 County Administrator

ATTACHMENT "B"

I HEREBY CERTIFY:

1. My company meets the Affirmative Action/Equal Opportunity Employee Plan for Nassau County. Yes A No
2. We are exempt from the requirements of Nassau County's Affirmative Action/Equal Opportunity Employer Plan because we have less than fifteen Employees. Yes No
3. Check the Appropriate Statement.

[Signature] OPERATIONS MANAGER
 Signature and Title

BAWELLY DISTRIBUTORS SOUTHEAST
 Name of Company

(THIS PAGE MUST BE RETURNED WITH YOU BID)

ATTACHMENT "C"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>0</u> through # <u>0</u> Initial: <u>JS</u> Date: <u>8/21/06</u>
Person Completing IIB (Signature) 	
Name (Printed): <u>JONATHAN JENNINGS</u>	Title: <u>OPERATIONS MANAGER</u>

**REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for BATTERIES, NCO6-012
2. This sworn statement is submitted by BATTERY DISTRIBUTORS SOUTHFLA (entity submitting sworn statement), whose business address is 256 NORTH LAKE AVE JAK, FL 32254 and its Federal Employee Identification Number (FEIN) is 59-2653235 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 595904456).
3. My name is JONATHAN JENNINGS JR (please print name of individual signing), and my relationship to the entity named above is employee - Operations Manager
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

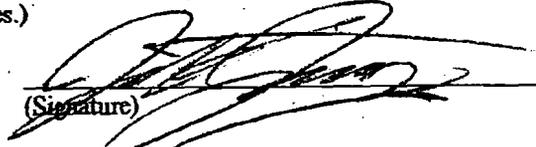
15 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

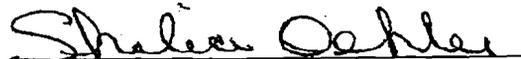
_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature)

August 21-2006
Date

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jonathan Jennings who, after first being sworn by me, affixed his/her signature in the space provided above on this 23rd day of August, 2006.


(Notary Public)

My Commission Expires: 9-21-07

(seal)



Shelia Oehler
My Commission DD262066
Expires September 21, 2007

**ATTACHMENT "E"
EXPERIENCE OF BIDDER**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

1. FIRM NAME: BATTERY DISTRIBUTORS SOUTHEAST
 Address: 250 NORTH LAKE AVENUE
 City/State/Zip: Jacksonville, FL 32254
 Phone: (904) 378-7747 Fax: (904) 378-7741
 Name of primary contact responsible for work performance: Jonathan Jennings
 Phone: (904) 378-7747 Cell Phone: (904) 391-0183 Email: battdist@bellsouth.net

2. INSURANCE:
 Surety Company: Maryland Casualty Insurance
 Agent Company: Labrato Insurance and Bonding
 Agent Contact: Joe Labrato
 Total Bonding Capacity: \$ Assessed if Value of Work Presently Bonded: None required
required

3. EXPERIENCE:
 Years in business: 20 years since March 1986
 Years in business under this name: 20 yrs
 Years performing this type of work: 20 yrs
 Value of work now under contract: Estimated \$100,000.00
 Value of work in place last year: Estimated \$100,000.00 Contractual
 Percentage (%) of work usually self-performed: 100%
 Name of subcontractors you may use: N/A
 Has firm: Failed to complete a contract: NO
 Been involved in bankruptcy or reorganization: NO
 Pending judgment claims or suits against firm: NO

4. PERSONNEL
 How many employees does your company employ:

Management	<u>4</u> Full time	<u>-</u> Part time
Site/Crew Supervisors	<u>N/A</u> Full time	<u>N/A</u> Part time
Workers/Laborers	<u>13</u> Full time	<u>-</u> Part time
Clerical	<u>-</u> Full time	<u>1</u> Part time
Other	<u>-</u> Full time	<u>-</u> Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: City of Jacksonville - Fleet Management
Address: Commonwealth Avenue Jacksonville, FL
Contract Person: ERIC PRAEMER
Phone: (904) 387-8800 Fax: — Email: —
Project Description: Automotive Battery Bid for City's Fleet
Contract \$ Amount: ≈ 72,000⁰⁰
Date Completed: Up for renewal September 2006

Reference #2:

Company/Agency Name: Marion County Public Schools
Address: 506 S.E. Third Avenue Ocala, FL 34471
Contract Person: Jeff Lemstrom
Phone: (352) 671-7500 Fax: (352) 671-7504 Email: —
Project Description: Auto Batteries, Annual Contract
Contract \$ Amount: ≈ 40,000⁰⁰
Date Completed: 9/30/06 Renewed until 9/30/07

Reference #3:

Company/Agency Name: Suwannee County Board of County Commissioners
Address: 200 South Ohio Ave Live Oak, FL 32064
Contract Person: Jerry Sykes
Phone: (386) 367-3992 Fax: — Email: —
Project Description: Automotive and Commercial Batteries
Contract \$ Amount: ≈ 40,000⁰⁰
Date Completed: 9/30/06

**REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.
FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID TE BATTE-1	DATE (MM/DD/YYYY) 10/16/06
PRODUCER Labrato Ins. & Bonding, Inc. 6161 Arlington Expressway Jacksonville FL 32211 Phone: 904-398-6440 Fax: 904-398-1914		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Battery Distributors Southeast Inc. and Battery Depot, Inc. 263 South Edgewood Avenue Jacksonville FL 32254-3770		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Maryland Casualty Company	09315
		INSURER B: FCCI Commercial Insurance Co	02952
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PPS28209931	04/01/06	04/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	PPS28209931	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY					
		<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$	
						OTHER THAN AUTO ONLY: EA ACC \$	
						AGG \$	
A		EXCESS/UMBRELLA LIABILITY	PPS28209931	04/01/06	04/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	001-WC06A-28247	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Effective 10/16/06 the certificate holder is an additional insured under general liability if required by written contract or agreement per form CG2028 0704 but only for the operations being performed by the insured.

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">NASSA06</p> <p>Nassau County Board of County Commissioners P O Box 1010 Fernandina Beach FL 32035</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Joseph M. Labrato</i> 9147445</p>
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUMMARY OF INSURANCE

Prepared: 03/23/06
 Labrato Ins. & Bonding, Inc.
 6161 Arlington Expressway
 Jacksonville, FL
 32211 904-398-6440

Page 3

For: Battery Distributors Southeast
 Inc. & Battery Depot, Inc.
 250 N Lane Avenue
 Jacksonville, FL
 32254 904-378-7747

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
----------	--------	---------	-----------	-----	-----	---------

Trees, Shrubs, Plants and Lawns

Max each item	1,000	500
Max each occurrence	10,000	500
Unauthorized Business Card Use		
Max each occurrence	1,000	
Policy aggregate	5,000	
Valuable Papers & Records	25,000	

General Liability

Maryland Casualty Company PPS28209931 04/01/06 04/01/07 7132.00

Occurrence

General Aggregate	2,000,000
Products/Completed Oper. Aggr.	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Rented Premises	1,000,000
Medical Expense (Any One Person)	10,000

5 Auto Parts & Supplies Distributor

Class Code : 50131
 Premium Basis : 5,421,000
 GROSS SALES - PER \$1,000/SALES

6 Auto Parts & Supplies Distributor

Class Code : 50131
 Premium Basis : 1,077,000
 (S) GROSS SALES - PER \$1,000/SALES

Electronic Data Liability Amendment

Two of More Coverage Forms or Policies Issued By Us

Amendment of Insuring Agreement - Known Injury or Damage

EXCLUSIONS: Standard ISO; Absolute Asbestos; Fungi or Bacteria; Employment Related Practices; Year 2000 & Other Date Related Problems; Nuclear

CG2028 0704 - Additional Insured - Lessors of Leased Equipment (SCHEDULED)

CG2010 0704 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

Add'l Insured: Lease Finance Group a div of CIT Financial USA, Inc. 233 N Michigan Ave., Ste 1800 Chicago IL 60601-5519

Add'l Insured: PMK Enterprises, Inc. 250 N Lane Ave Jacksonville FL 32254

Add'l Insured: Waste Management 6501 Greenland Road Jacksonville FL 32258

Add'l Insured: Wesco Distributors 6209 Bowdendale Avenue Jacksonville FL 32216

Add'l Insured: United Rentals, Inc. & its Subsidiaries P O Box 4366 Modesto CA 95352-4366

Add'l Insured: United Parcel Services, Inc. Automotive Department 4420 Imeson Road Jacksonville FL 32219

Umbrella

Maryland Casualty Company PPS28209931 04/01/06 04/01/07 3658.00

Liability Limit Each Occurrence	2,000,000
P/CO Aggregate	2,000,000
General Aggregate	2,000,000
Retained Limit	0

Amendment of Insuring Agreement - Known Injury or Damage

Auto Liability Following Form

EXCLUSIONS: Standard ISO; Fungus; Employment Related Practices; Year 2000 & Other Date Related Problems; War; Violation of Communication Or Information Law