

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 Florida Petroleum Corporation, P. O. Box 1405, Fernandina Beach, Florida 32035-1405, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Fuels, Oils & Lubes, Bid No. NC06-017, 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 Florida Petroleum Corporation; and

WHEREAS, the Board of County Commissioners of Nassau County awarded the bid to Florida Petroleum Corporation, 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. Branam, Jr.
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:

John A. Crawford
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY

Michael S. Mullin
MICHAEL S. MULLIN

Florida Petroleum Corporation
Denny Courson
By: Denny Courson
Its: VP Sales

STATE OF FL
COUNTY OF NASSAU

Before me personally appeared, CHARLES DENNY COURSON, who is personally known 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 Oct, 2006.

Susan D. Carless
Notary Signature

NOTARY PUBLIC-STATE OF FLORIDA
 Susan D. Carless
Commission # DD505032
Expires: FEB. 26, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Notary-Public-State of FL at large
My Commission expires: 2/26/2010

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.

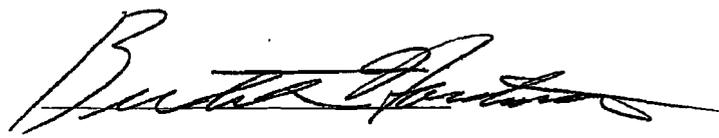
Action requested and recommendation: Request Board approval and award of Annual Bids for 2006-2008 per Bid Tabulation Sheets' Recommendations.

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

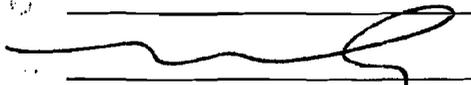
Funding Source: Materials and Contracted Services accounts.

Reviewed by:

Department Head



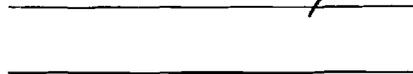
Legal



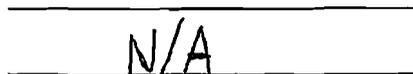
Administrator



Finance



Administrative Services



Grants

N/A

Revised 09/05

RECEIVED
COUNTY GOVERNOR'S
OFFICE
06 SEP 11 AM 8:19

APPROVED

DATE 9/25/06 Ben

BID TABULATION SHEET

BID TITLE: NC06-017 Fuels, Oils & Lubes
 DATE OPENED: August 24, 2006
 BASIS OF AWARD: Lowest In Total Cost/Valuation
 RECOMMENDATION: Florida Petroleum Corporation

BIDDERS

Florida Petroleum Corporation

Florida Petroleum Corporation

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY							
1	Gasoline	gal	0.099			0.099			
2	Diesel Fuel	gal	0.099			0.099			
				Option 1	Exxon Mobile	Option 2	BP Castro		
3	Multi Viscosity Motor Oil 15W - 40 W	qt. Cases	28.35			27.05			
	Exxon x3	55 gal.	7.04			6.81			
		bulk	6.73			6.50			
4	Chassis Lube	Tube Case	19.85			19.64			
	Mobil Grease	5 gal. Pail	71.45			70.44			
	XHP 222	120 lb reg CDC	242.25			234.00			
		55 gal. Drum	759.35			715.00			
5	Gear Lubricants	5 gal. Pail	58.30			50.51			
	G5 Viscisutt	55 gal.	562.05			522.34			
	Mobil Lube 85 W / 140		57.70						
	Mobil Lube 85 W / 140		474.30						
6	Automotive Trans. Fluid	12 qt.	27.45			27.38			
	Dextron III Mobil								
7	Multi-purpose Tractor Oil	5 gal. Pail	41.75			41.85			
	10 W Viscosity		418.65			386.10			
	Mobil Fluid 424		7.23			6.64			
8	Ethylene Glycol	55 gal. Drum	-						
9	Transmission Oil	5 gal. Pail	51.05			48.44			
	Mobil Trans 50	55 gal. Drum	490.30			454.44			
10	Environmental Impact Fee		0.01			0.01			
11	Diesel Fuel Additive to increase fuel efficiency	per gal	0.01			0.01			

INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Fuels, Oils & Lubes		
Bid Number: NC06-017		
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: <i>Florida Petroleum Corporation</i>		
Business Address: <i>P.O. Box 1405 Panama City Beach FL 32035-1405</i>		
Phone Number: <i>904-261-3200</i>	Fax Number: <i>904-261-8860</i>	E-Mail Address:
Nassau County Occupational License Number: <i>7320</i>		
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual): <i>Denny Courso</i>		Date: <i>8/17/06</i>
Printed Signature: <i>Denny Courso</i>		Title: <i>UP. Sales/Marketing</i>

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)

option I
EXXON Mobil

WE SELL TWO MAJOR BRANDS -
WE HAVE QUOTED BOTH SO YOU
CAN MAKE THE CHOICE.

SECTION F. BID PRICE SHEET: BID ITEM NO. NC06-017
FUELS, OILS & LUBES

ITEM #1 - Gasoline/gal. PRICE: .099 (excludes OPIS & Applicable Taxes)

ITEM #2 - Diesel Fuel/gal. PRICE: .099 (excludes OPIS & Applicable Taxes)

ITEM #3 - Multi Viscosity Motor Oil/Gal. 15W - 40W
EXXON X03
PRICE: 28.35 ¹²/₂₄ qt. cases
PRICE: 7.04 55 gal. Drum
PRICE: 6.73 bulk

ITEM #4 - Chassis Lube
Mobil grease
XHP222
PRICE: 19.85 tube cases
PRICE: 71.45 5 gal. pail
PRICE: 242.25 120 lb. 1689 CDC
PRICE: 759.35 55 gal. drum

ITEM #5 - Gear Lubricants
G5 viscosity
Mobil lube 85w/140
PRICE: 58.30 5 gal. pail
PRICE: 262.05 55 gal. drum
Mobil lube 85w/140
57.70 CDC
474.30 CDC

ITEM #6 - Automotive Trans. Fluid
Dextron III Mobil
PRICE: 27.45 ¹²/₂₄ qt. Cases

ITEM #7 - Multi-purpose Tractor Oil
10W viscosity
Mobil Fluid 424
PRICE: 41.75 5 gal. pail CDC
PRICE: 418.64 55 gal. drum CDC
PRICE: 7.23 Bulk

ITEM #8 - Ethylene Glycol
PRICE: _____ 55 gal. drum CALL FOR CURRENT PRICE

ITEM #9 - Transmission Oil
Mobil TRANS 50
PRICE: 51.05 5 gal. pail
PRICE: 490.30 55 gal. drum

Other Charges:

Description

Charge

ENVIRONMENTAL IMPACT FEE

.0075

* Your option

DIESEL Fuel additive to increase fuel efficiency.

.016 PER GALLON.

Florida Petroleum Corporation

Company Name

231 N. FRONT ST.

Address

SEANANCHUA BEACH FL. 32034

City

State

Zip

Denny Couser

Bid Submitted By:

904-261-3200

Telephone Number

REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.

FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

OPTION 2
BP CASTROL

SECTION F. BID PRICE SHEET: BID ITEM NO. NC06-017
FUELS, OILS & LUBES

ITEM #1 - Gasoline/gal.	PRICE: <u>.099</u> (excludes OPIS & Applicable Taxes)
ITEM #2 - Diesel Fuel/gal.	PRICE: <u>.099</u> (excludes OPIS & Applicable Taxes)
ITEM #3 - Multi Viscosity Motor Oil/Gal. 15W - 40W	PRICE: <u>27.05</u> ¹² / ₂₄ qt. cases
	PRICE: <u>6.81</u> 55 gal. Drum
<i>CASTROL HEAVY DUTY. Traction Extra</i>	PRICE: <u>6.50</u> bulk
ITEM #4 - Chassis Lube	PRICE: <u>19.64</u> tube cases 10/14
<i>CASTROL NA SYNTHETIC R&D</i>	PRICE: <u>70.44</u> 5 gal. pail
	PRICE: <u>234.00</u> 120lb. K&G CDC
	PRICE: <u>715.00</u> 55 gal. drum
ITEM #5 - Gear Lubricants	PRICE: <u>550.51</u> 5 gal. pail
G5 viscosity	PRICE: <u>522.34</u> 55 gal. drum 410lb.
<i>CASTROL NA R&D 80W/90/85W/140</i>	
ITEM #6 - Automotive Trans. Fluid	PRICE: <u>27.38</u> ¹² / ₂₄ qt. Cases
Dextron III	
ITEM #7 - Multi-purpose Tractor Oil	PRICE: <u>41.85</u> 5 gal. pail
10W viscosity	PRICE: <u>386.10</u> 55 gal. drum
	PRICE: <u>6.64</u> Bulk
ITEM #8 - Ethylene Glycol	PRICE: _____ 55 gal. drum <i>CALL FOR QUOTE CHANGED MONTHLY.</i>
ITEM #9 - Transmission Oil	PRICE: <u>48.44</u> 5 gal. pail
	PRICE: <u>454.44</u> 55 gal. drum

Other Charges:

Description

Charge

ENVIRONMENTAL IMPACT FEE .0074

* Fuel option
Diesel Fuel additives to improve fuel efficiency .016 per gallon

Florida Petroleum Corporation

Company Name

031 N. FRONT ST.

Address

SEANANCHUA BEACH FL. 32034

City

State

Zip

Clayton

Bid Submitted By:

904-261-3200

Telephone Number

REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.

FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.



231 North Front Street
Fernandina Beach, Florida 32034
(Toll Free) 800-272-3288
www.flpetroleum.com

August 17, 2006

Nassau County Board of Commissioners
Bid Number: NC06-017
Road & Bridge

Dear Commissioner,

I would like to list a few of the extra things that Florida Petroleum Corporation offers under this bid. We have serviced the county bid for a number of years and because of this we are very much aware of your needs and the type of service you require in order to operate without interruption. Below are just a few of the services that we have done or can do to allow Nassau County to work in a more efficient and cost effective manner.

1. We make deliveries twice a week instead of once a week to top off your tanks. This helps ensure that there won't be any problems in case of fire or rescue emergency, or if the Nassau County Sheriff Department or even your own people pull out more product than was anticipated, that you will still be ok until the next delivery.
2. We monitor your inventory so your people can focus on more important issues.
3. We work with your maintenance people to come up with the right product to meet the needs of all your equipment and fleet; helping reduce costly breakdowns due to lubricant failure.
4. We switched them to DYED LOW SULFUR which allows you to purchase a tax-free product. This keeps you from having to file for a refund for the Federal excise tax, allowing you to keep more of your money readily available.
5. One of the most important things FPC does is to work closely with your emergency response people during hurricane season to make sure you have fuel available to operate emergency vehicles and equipment.
6. Last, but not least, we are locally owned and operated and paying taxes in Nassau County.

Sincerely,

The Management
Florida Petroleum Corporation



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 MAHANÉY
 County Administrator

ATTACHMENT "B"

I HEREBY CERTIFY:

1. My company meets the Affirmative Action/Equal Opportunity Employee Plan for Nassau County. Yes _____ 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. *AS FAR AS WE UNDERSTAND, CAN'T GET A COPY OF THE PLAN.*

[Handwritten Signature]
 Signature and Title *V/P GEN. MGR.*

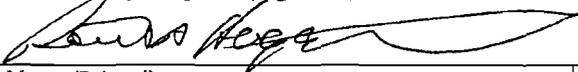
Florida Pet Botecorn Corp.
 Name of Company

(THIS PAGE MUST BE RETURNED WITH YOU BID)

ATTACHMENT "C"

Addendum Acknowledgment

NO Addendum

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # ____ through # ____ Initial: Date:
Person Completing ITB (Signature) 	
Name (Printed): <i>Richard H. Ggrider</i>	Title: <i>V/P Gen Mgr.</i>

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

ATTACHMENT "D"

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 NASSAU COUNTY BOARD OF COMMISSIONERS
2. This sworn statement is submitted by FLORIDA PAPERWORK CORP. (entity submitting sworn statement), whose business address is 231 N. FRONT BEACH RD. BEACH FL. and its Federal Employee Identification Number (FEIN) is 59-2412672. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is RICHARD N. GIBBON (please print name of individual signing), and my relationship to the entity named above is V.P. GEN. MGR.
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.)

X 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]
(Signature)

8/17/06
Date

STATE OF FLORIDA
COUNTY OF LASSALL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Richard D. Higginbotham who, after first being sworn by me, affixed his/her signature in the space provided above on this 17th day of August, 2006.

[Signature]
(Notary Public)

My Commission Expires: 2/26/2010

(seal)

NOTARY PUBLIC-STATE OF FLORIDA
Susan D. Carless
Commission # DD505032
Expires: FEB. 26, 2010
Co., Inc.

**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:** FLORIDA PETROLEUM CORPORATION
Address: P.O. BOX 1405 231 N. FRONT ST.
City/State/Zip: FRANCONIA BEACH FL. 32035-1405
Phone: 261-3200 **Fax:** 261-8860
Name of primary contact responsible for work performance: RICHARD NIGGINBOYAN
Phone: 261-3200 **Cell Phone:** 237-9789 **Email:** _____

2. **INSURANCE:**
Surety Company: EMPIRE FIRE & MARINE INS. CO.
Agent Company: LASSITER-WARE INSURANCE
Agent Contact: JAMES MOABNGY
Total Bonding Capacity: \$ _____ **Value of Work Presently Bonded:** _____

3. **EXPERIENCE:**
Years in business: JULY 4TH 1984
Years in business under this name: 22 YRS.
Years performing this type of work: 22 YRS.
Value of work now under contract: _____
Value of work in place last year: _____
Percentage (%) of work usually self-performed: ALL
Name of subcontractors you may use: NONE
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>3</u>	Full time	_____	Part time
Site/Crew Supervisors	<u>2</u>	Full time	_____	Part time
Workers/Laborers	<u>16</u>	Full time	_____	Part time
Clerical	<u>4</u>	Full time	_____	Part time
Other <i>Sales.</i>	<u>5</u>	Full time	_____	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: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
Address: 37356 PEA FARM RD N. HAVEN FL. 32046
Contract Person: GEORGE
Phone: 356. 2003 Fax: _____ Email: _____
Project Description: Bailey Rd & N. Haven Yard.
Contract \$ Amount: _____
Date Completed: _____

Reference #2:

Company/Agency Name: JEFFERSON SMCRTY STEW
Address: P.O. BOX 2000 FRANKLIN BEACH FL.
Contract Person: BENJ. BONTEN
Phone: 277-5742 Fax: 277-5888 Email: _____
Project Description: Pulp & Paper Mill
Contract \$ Amount: \$1,000,000.00 ACCOUNT
Date Completed: on going

Reference #3:

Company/Agency Name: RAYONIER MILL
Address: P.O. BOX 2002 FRANKLIN BEACH.
Contract Person: PAM NIEL
Phone: 912-588-1369 Fax: _____ Email: _____
Project Description: Pulp & Paper Mill
Contract \$ Amount: \$600,000.00 +
Date Completed: on going

**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

10/11/2006

PRODUCER (904)997-6603 FAX (904)997-6605 Lassiter-Ware Insurance 9424 Baymeadows Road Suite 140 Jacksonville, FL 32256		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 Florida Petroleum Corporation P.O. Box 1405 Fernandina Beach, FL 32035		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A	Empire Fire & Marine Ins Co
		INSURER B	
		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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CP300565	11/23/2005	11/23/2006	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED INF (per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPAG AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP300565	11/23/2005	11/23/2006	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WE STAFF / <input type="checkbox"/> OTH-EN (COPY LIMITS) (EN) E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Notice of Award- Fuels, Oils & Lubes, Bid No. NC06-017

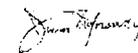
CERTIFICATE HOLDER

Nassau County
 Board of County Commissioners
 Charlotte Young
 P O Box 1010
 Fernandina Beach, FL 32035-1010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 James Morency/SHARON



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2006

PRODUCER (912)638-8600 FAX (912)634-1819
McGinty-Gordon and Associates
P. O. Box 20668
225 Marina Dr.
St. Simons Island, GA 31522

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 Florida Petroleum Corporation
P.O. Box 26329
Jacksonville, FL 32226

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Associated Industries Of Flori
INSURER B:
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 TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	
						PRODUCTS - COM/PO/ AGG	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
						OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$	
						AGGREGATE	\$	
							\$	
							\$	
							\$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2005302622	11/23/2005	11/23/2006	X	WC STATU-TORY LIMITS	OTH-ER
							E L. EACH ACCIDENT	\$ 500,000
							E L. DISEASE - EA EMPLOYEE	\$ 500,000
							E L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER

Nassau County Board of County Commissioners
POB 1010
Fernandina Beach, FL 32035-1010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

A. Hayward Burnett II

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2006

PRODUCER (904)997-6603 FAX (904)997-6605
Lassiter-Ware Insurance
 9424 Baymeadows Road
 Suite 140
 Jacksonville, FL 32256

INSURED **Florida Petroleum Corporation**
 P O Box 1405
 Fernandina Beach, FL 32035

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Empire Fire & Marine Ins Co	21326
INSURER B:	
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CP300565	11/23/2006	11/23/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP300565	11/23/2006	11/23/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UM300565	11/23/2006	11/23/2007	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

This certificate supersedes all others issued prior to this date.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Notice of Award- Fuels,Oils & Lubes, Bid No. NC06-017

NOV 28 2006
 MW

CERTIFICATE HOLDER

Nassau County
Board of County Commissioners
Charlotte Young
 P O Box 1010
 Fernandina Beach, FL 32035-1010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
James Morency/SHAROH

James Morency

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2006

PRODUCER (904)997-6603 FAX (904)997-6605 Lassiter-Ware Insurance 9424 Baymeadows Road Suite 140 Jacksonville, FL 32256		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 Florida Petroleum Corporation P O Box 1405 Fernandina Beach, FL 32035		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Empire Fire & Marine Ins Co	21326
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CP300565	11/23/2006	11/23/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CP300565	11/23/2006	11/23/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	UM300565	11/23/2006	11/23/2007	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Notice of Award- Fuels,Oils & Lubes, Bid No. NC06-017

REC-27 2006
 [Signature]

CERTIFICATE HOLDER Nassau County Board of County Commissioners Charlotte Young P O Box 1010 Fernandina Beach, FL 32035-1010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE James Morency/SHAROH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2007

PRODUCER (904)997-6603 FAX (904)997-6605

Lassiter-Ware Insurance
8375 Dix Ellis Trail
Suite 301
Jacksonville, FL 32256

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED **Florida Petroleum Corporation**
P O Box 1405
Fernandina Beach, FL 32035

INSURER A: **Empire Fire & Marine Ins Co**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

21326

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CP300565	11/23/2007	11/23/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP300565	11/23/2007	11/23/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UM300565	11/23/2007	11/23/2008	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT	
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT														
E.L. DISEASE - EA EMPLOYEE														
E.L. DISEASE - POLICY LIMIT														
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Notice of Award- Fuels,Oils & Lubes, Bid No. NC06-017

RECEIVED
 CONTRACT MANAGEMENT
 2007 NOV 26 PM 3:22

CERTIFICATE HOLDER

Nassau County
Board of County Commissioners
Charlotte Young
P O Box 1010
Fernandina Beach, FL 32035-1010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Morency/SHAROH

