

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **7th of November, 2007**, by and between **Evans Oil Company LLC, whose address is 3170 S. Horseshoe Drive, Naples, FL 34104** ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.
2. **Acceptance; Purchase.** Buyer shall accept the goods and pay **an annual amount not-to-exceed of \$1,004,169.00 for the purchase of gasoline and diesel fuel, under Collier County bid # 07-4180** for goods in accordance with the terms of this Agreement.
3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.
5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at City of Naples, **370 Riverside Circle, Naples, Florida 34102**. Delivery of the goods to Buyer shall occur on a business day and shall not occur after 3:15 p.m. on the delivery day.
6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.
7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the

basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Bid Documents.** The terms and conditions of the Invitation to Bid attached hereto and made a part hereof as Exhibit "B" shall be incorporated herein as a part of this Agreement.

14. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Buyer:

City of Naples
Attention: City Manager
735 Eighth Street South
Naples, Florida 34102-3796

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following:

To Seller:

Evans Oil Company LLC
3170 S. Horseshoe Drive
Naples, FL 34104

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Effective Date.** This two-year Agreement shall commence on November 7, 2007 through September 30, 2009 with the City's option for three additional two-year periods.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

"SELLER":

Evans Oil Company LLC

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Project Mgr.: Dan Croft
 Date Posted: 8-2-07
 Date Due: 8-29-07

BID #07-4180
 "Gasoline Diesel Fuel"
 Addendums: 0

Notices Ser
 Packages Requested
 Bids Receiv

Product Type	Order Quantity	Vendor Markup	Edison Oil Company	Evans Oil Company	MacMillan Oil Company of Florida, Inc.
Unleaded Regular 87 AKI	Transport	Amount Per Gallon:	\$ 0.053	\$ 0.05	\$ 0.0250
Unleaded Regular 87 AKI	Tank Wagon	Amount Per Gallon:	\$ 0.103	\$ 0.12	No Bid
Combined ** Regular 87 AKI/Diesel	Transport	Amount Per Gallon:	\$ 0.057	\$ 0.05	\$ 0.0250
Diesel #2 Ultra Low Sulfur	Transport	Amount Per Gallon:	\$ 0.061	\$ 0.055	\$ 0.0300
Diesel #2 High Sulfur	Transport	Amount Per Gallon:	\$ 0.061	\$ 0.055	\$ 0.0300
Diesel #2 Ultra Low Sulfur	Tank Wagon	Amount Per Gallon:	\$ 0.111	\$ 0.12	No Bid
Diesel #2 High Sulfur	Tank Wagon	Amount Per Gallon:	\$ 0.111	\$ 0.12	No Bid
**Transports carrying both Unleaded and Diesel Fuel.					
Number of tractor trailer transports owned and based locally?			10	20	6
Total fuel capacity of all owned transport trailers in gallons?			91,200	180,000	54,000
Number of tank wagon trucks owned and based locally?			3	18	9
Total fuel capacity of all owned tank wagon trucks in gallons?			9,870	77,600	45,000
Capacity in gallons of fixed fuel storage tanks at local supply point?			180,000	181,000	144,000
Is your supply point equipped with an emergency generator?			yes	yes	yes
Is your Emergency Response Plan attached?			yes	yes	yes
Is your Emergency Fuel Supply Plan attached?			yes	yes	yes
Proof of fuel supply contracts with Port Everglades and Port of Tampa attached?			yes	yes	yes
Prompt Payment Terms:			N/A% - Days; Net 30 Days	- % - Days; Net 30 Days	Net 30 Days
Addenda received (if applicable):			N/A	N/A	N/A

Opening Agent: Michael F. Hauer

Witness: Carol Ropp

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review.