

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **2<sup>nd</sup> day of April, 2003**, by and between **Florida Irrigation Supply, Inc.**, whose address is **6300 Arc Way, Ft. Myers, FL 33912** ("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 the **unit pricing as per attached bid proposal** for the goods in accordance with the terms of this Agreement, **with an annual amount not-to-exceed \$95,532.00**
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, Parks and Parkways, 270 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 (Exhibit B).
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. **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: Kevin J. Rambosk, 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:

**Florida Irrigation Supply, Inc.**  
**6300 Arc Way**  
**Ft. Myers, FL 33912**  
**Attention: Thomas Allen**

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

14. **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 who signature appears thereon and all of which shall together constitute one and the same instrument.

15. **Effective Date.** This Agreement shall take effect on the day of execution by the last party to execute this agreement and **remain in effect for 12 months, with the option of two additional 12-month renewals.**

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

ATTEST:

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

ATTEST:

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

"SELLER":

**Florida Irrigation Supply, Inc.**

(Corporate Seal)

By: \_\_\_\_\_  
Authorized Representative

"BUYER"

City of Naples, Florida

By: \_\_\_\_\_  
Kevin J. Rambosk, City Manager

City of Naples



# INVITATION TO BID

CITY OF NAPLES  
PURCHASING DIVISION  
280 RIVERSIDE CIRCLE  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105

MAILING DATE: 02/27/03	TITLE: RAINBIRD IRRIGATION EQUIPMENT ANNUAL CONTRACT	BIDDER: 047-03	OPENING DATE & TIME: 2:00PM 03/17/03
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: <i>Florida Irrigation Supply Inc.</i>	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE:
BIDDER'S MAILING ADDRESS: <i>6300 Arc Way</i>	
CITY-STATE-ZIP: <i>H. Myers, FL 33912</i>	
PH: <i>941-936-6556</i>	EMAIL:
FX: <i>941-936-0085</i>	WEB SITE ADDRESS:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time of City tenders final payment to the bidder.

AUTHORIZED SIGNATURE: <i>Thomas Allen</i>	DATE: <i>3/14/03</i>	TYPED OR PRINTED NAME AND TITLE: <i>Thomas Allen</i>
--	-------------------------	---

I acknowledge receipt of the following addendum (please initial by all that apply):  
 \_\_\_ Addendum #1      \_\_\_ Addendum #2      \_\_\_ Addendum #3      \_\_\_ Addendum #4

**PLEASE NOTE THE FOLLOWING:**

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- > Bids received after the above closing date and time will not be accepted.
- > If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.

PH - 800-771-1323  
FX - 863-688-0123

BID SCHEDULE

RAINBIRD IRRIGATION EQUIPMENT

ITEM NO.	PART DESCRIPTION	RAINBIRD PART NO.	EST ANNUAL PURCHASES	LIST PRICE/EACH	NET DISCOUNT*	DISCOUNTED PRICE/EACH	TOTAL COST*
1	ESP SITE SATELLITE CONTROLLER, 12 STATION, METAL WALL MOUNT	M45300	THREE (3)	2885.00	51%	1178.08	3534.24
2	ESP SITE SATELLITE CONTROLLER, 16 STATION, METAL WALL MOUNT	M45400	THREE (3)	3025.00	51%	1489.37	4468.11
3	ESP SITE SATELLITE CONTROLLER, 24 STATION, METAL WALL MOUNT	M45500	THREE (3)	3370.00	51%	1659.23	4977.69
4	ESP SITE SATELLITE CONTROLLER, 32 STATION, METAL WALL MOUNT	M45600	THREE (3)	3890.00	51%	1915.25	5745.75
5	ESP SITE SATELLITE CONTROLLER, 40 STATION, METAL WALL MOUNT	M45700	THREE (3)	4420.00	51%	2176.20	6528.60
6	ESP SITE SATELLITE CONTROLLER, 12 STATION, STAINLESS STEEL PEDESTAL	M45800	THREE (3)	3445.00	51%	1696.16	5088.48
7	ESP SITE SATELLITE CONTROLLER, 16 STATION, STAINLESS STEEL PEDESTAL	M45900	THREE (3)	3655.00	51%	1799.55	5398.65
8	ESP SITE SATELLITE CONTROLLER, 24 STATION, STAINLESS STEEL PEDESTAL	M46000	THREE (3)	4000.00	51%	1969.41	5908.23
9	ESP SITE SATELLITE CONTROLLER, 32 STATION, STAINLESS STEEL PEDESTAL	M46100	THREE (3)	4525.00	51%	2227.89	6683.67
10	ESP SITE SATELLITE CONTROLLER, 40 STATION, STAINLESS STEEL PEDESTAL	M46200	THREE (3)	5050.00	51%	2486.39	7459.17
11	SATELLITE CONTROLLER UPGRADE KIT, (CONVERTS ESP-MC OR ESPSAT CONTROLLER TO ESPSITE SAT)	M72050	THREE (3)	2473.00	51%	1217.59	3652.77
12	CCU & SATELLITE ACCESSORY, UNIVERSAL STAINLESS STEEL PEDESTAL	F68440	THREE (3)	1245.00	51%	659.12	1977.36

ID#: 47-03  
DATE: 03/17/03

ITEM O.	PART DESCRIPTION	RAINBIRD PART NO.	EST ANNUAL PURCHASES	LIST PRICE/EACH	NET DISCOUNT*	DISCOUNTED PRICE/EACH	TOTAL COST*
13	CCU & SATELLITE ACCESSORY, MAXICOM SURGE PIPE	D05110	THREE (3)	250.00	48%	132.35	397.05
14	MAXICOM REMOTE CONTROL, FREEDOM FOR MAXICOM (PHONE)	M90000	THREE (3)	2420.00	48%	1191.49	3797.88
15	WEATHER STATION/SENSOR, PHONE CONNECT WEATHER STATION	M60400	THREE (3)	14100.00	51%	6942.18	20826.54
16	WEATHER STATION/SENSOR, 4 INCH RAINFALL GAUGE	M61010	THREE (3)	370.00	48%	195.88	587.64
17	1" BRASS TEE-TYPE SENSOR	M80101	THREE (3)	584.00	51%	287.21	861.63
18	1 1/2" PVC TEE-TYPE SENSOR	M80102	THREE (3)	506.00	51%	249.13	747.39
19	2" PVC TEE-TYPE SENSOR	M80103	THREE (3)	575.00	51%	283.10	849.30
20	3" PVC TEE-TYPE SENSOR	M80104	THREE (3)	625.00	51%	307.72	923.16
21	4" PVC TEE-TYPE SENSOR	M80107	THREE (3)	655.00	51%	322.49	967.47
22	BRASS INSERT STYLE SENSOR	M80105	THREE (3)	653.00	51%	321.50	964.50
23	STAINLESS STEEL STYLE SENSOR	M80106	THREE (3)	1067.00	51%	221.56	664.68
24	RAINBIRD 322 PULSE TRANSMITTER	M80201	THREE (3)	450.00	51%	221.56	664.68
25	RAINBIRD 1502 MONITOR	M80203	THREE (3)	975.00	48%	516.18	1548.54
26	NEMA CABINET FOR RAINBIRD 1502 MONITOR	M80205	THREE (3)	195.00	48%	103.24	309.72
GRAND TOTAL							95,532.90

\*Multiply quantity by discounted price to obtain total

PROMPT PAYMENT TERMS: 2 % 10 DAYS



Reference

## Warranties

### *Rain Bird's Professional Customer Satisfaction Policy*

*Rain Bird will repair or replace at no charge any Rain Bird professional product that fails in normal use within the warranty period stated below. You must return it to the dealer or distributor where you bought it. Product failures due to acts of God including without limitation, lightning and flooding, are not covered by this warranty.*

*This commitment to repair or replace is our sole and total warranty.*

*Implied warranties of merchantability and fitness, if applicable, are limited to one year from the date of sale.*

*We will not, under any circumstances be liable for incidental or consequential damages, no matter how they occur.*

#### *I. Turf Products*

*Falcon® 6504 Series rotors, the T-Bird® Series rotors, R-50 Series rotors, 7005 and 8005 rotors, 5000 Series rotors, 1800 Series pop-up spray heads, U-Series nozzles, brass MPR nozzles, A-8S and PA-8S-PRS shrub adapters and 1300 and 1400 bubblers, RSD-BEx and RSD-CEx - five years.*

*All other turf products - three years.*

#### *II. Golf Products*

*Golf Rotors: TG-25, DR, DH, DS and EAGLE™ series Golf rotors - three years. Additionally, any TG-25, DR, DH, DS or EAGLE™ rotor sold and installed in conjunction with a Rain Bird swing joint - five years. Proof of concurrent installation is required.*

*Swing Joints - five years.*

*Brass And Plastic Valves: EFB and PE-B Remote Control Valves, and Brass Quick Coupling Valves and Keys - three years.*

*All other golf products - one year.*

#### *III. Agricultural Products*

*PC Dripline - three years*

*Rain Guns - three years (in agricultural applications only)*

*Disk Filters - one year*

*Pressure Gauges - one year*

*All other agricultural products - two years.*

#### *IV. All Other Products - one year.*

*For more information, see your Rain Bird distributor or call 800-458-3005.*

