

## **PURCHASE ORDER FOR PURCHASE AND SALE OF GOODS**

**THIS PURCHASE ORDER FOR PURCHASE AND SALE OF GOODS (the "Purchase Order")** is made this 7th day of May, 2003, by and between **Florida Equipment Specialists, LLC, whose address is PO BOX 490667, Leesburg, FL 34749** ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, whose address is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable considerations, 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 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 total amount of **\$67,920 for a Mustang 742 telescopic loader and optional 60" pallet forks**, 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 time when 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, Equipment Services Division, 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 five (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 five (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 thirty (30) days of the notice of rejection unless Buyer earlier notifies Seller to forego 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 Equipment Specialists, LLC  
PO BOX 490667  
Leesburg, FL 34749  
Attention: Judy Bjorn

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.

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

ATTEST:

"SELLER":

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

By: \_\_\_\_\_  
Judy Bjorn, Owner

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

ATTEST:

"BUYER"

City of Naples, Florida

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

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

Approved as to form and legal sufficiency:

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



# INVITATION TO BID

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

<b>MAILING DATE:</b> 01/14/02	<b>BID TITLE:</b> TELESCOPIC LOADER	<b>BID NUMBER:</b> 043-03	<b>BID OPENING DATE &amp; TIME:</b> 2:00PM 2/13/03
<b>PRE-BID DATE, TIME AND LOCATION:</b> N/A			

<b>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL</b> FLORIDA EQUIPMENT SPECIALISTS, LLC.	<b>IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE:</b>
<b>BIDDER'S MAILING ADDRESS:</b> P.O. BOX 490667	
<b>CITY-STATE-ZIP:</b> LEESBURG, FL. 34749-0667	
<b>PH:</b> 352-787-7607	<b>EMAIL:</b> judybjorn@aol.com
<b>FX:</b> 352-787-7905	<b>WEB SITE ADDRESS:</b>

**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.**

<b>AUTHORIZED SIGNATURE</b> 	<b>DATE:</b> 2/10/03	<b>TYPED OR PRINTED NAME AND TITLE:</b> JUDY BJORN, MANAGING PARTNER
<b>I acknowledge receipt of the following addendum (please initial by all that apply):</b>		
___ 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.

BID SCHEDULE

Furnish and deliver to Naples, Florida  
one (1) telescopic loader, as specified:

\$ 67,270.00

Make & Model Offered: MUSTANG 742

Time of Delivery: 30 calendar days ARO

Length of warranty: ONE YEAR OR 1,000 MILES

Location of nearest branch where parts and warranty service is  
available: PALMETTO, FLORIDA (ROAD SERVICE AVAILABLE)

OPTIONS

The following options are to be priced separately over and above the base price. Purchaser may or may not opt to add these items on individually.

Air-conditioned cab \$ 2,500.00

2.25 cubic yard light material bucket \$ 2,350.00

60" pallet forks \$ 650.00

48" block forks with 6 tines \$ 1,500.00

Extended warranty: 24 Months/3,000Hours  
(beyond standard manufacturer's warranty) \$ 2,500.00



## ☆ New Equipment Limited Warranty ☆

MUSTANG MANUFACTURING COMPANY, INC. ("Company") warrants, in accordance with the provisions below, to each purchaser of Company's new MUSTANG equipment from an authorized MUSTANG dealer that such equipment is free from defects in material and workmanship if used and serviced in accordance with the recommendations in the operator's manual. This New Equipment Limited Warranty does not apply to (a) tires, tubes, and specified engines, or (b) any equipment, accessories or attachments supplied by other manufacturers.

The obligation of Company under this warranty is limited to repairing, or, at its option, replacing any part(s) which, in Company's judgment, are defective in material or workmanship under normal use and condition and shall extend only for a period of twelve (12) months from the time of first use of the equipment or for the first one thousand (1,000) hours of use (whether such first use is by the dealer or the first retail purchaser), whichever is first. The warranty on attachments manufactured by the Company shall extend only for ninety (90) consecutive days from the date of sale or 500 operating hours, whichever is first.

This warranty will not apply to equipment which has been subject to misuse, negligence, accident, or alteration. This warranty constitutes the purchaser's sole and exclusive remedy against Company and its authorized dealer.

Except as set forth in this New Equipment Limited Warranty and the Warranty Specifics described below, COMPANY SHALL HAVE NO OBLIGATION OR LIABILITY OF ANY KIND ON ACCOUNT OF ANY OF ITS EQUIPMENT, AND SHALL NOT BE LIABLE FOR ANY INJURY TO PERSON OR PROPERTY, OR ANY OTHER LOSS OR DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF CROP, LOSS OF PROFIT, RENTAL OF SUBSTITUTE EQUIPMENT OR OTHER COMMERCIAL LOSS, EITHER DIRECT OR CONSEQUENTIAL, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

See below in the Warranty Specifics a more detailed outline of your owner's warranty. The Warranty Specifics are a part of this New Equipment Limited Warranty. No one has authority to vary the terms of this written warranty, or give any warranty except the one stated in the New Equipment Limited Warranty and the Warranty Specifics.

## Warranty Specifics

The following information explains in detail, Company's warranty. These details include an explanation of the criteria for determining warranty, those items covered and not covered, and how to obtain warranty service.

### SERVICE

Obtain service by contacting the authorized MUSTANG dealer from whom the machine was purchased. If this becomes impractical, any authorized MUSTANG dealer may perform warranty work. When the MUSTANG dealer is not an authorized engine dealer, he may have to make arrangements with the closest authorized dealer to have the work done.

### REGISTRATION

All machines must have the warranty registration forms on file at Company's corporate headquarters before warranty can be honored. This must be done within 72 hours upon purchase of a new MUSTANG product to insure warranty.

### REPLACEMENT

Genuine MUSTANG replacement parts will be warranted for 30 days from date of purchase, or the remainder of the original equipment period, whichever is longer. Labor will not be paid for parts replacement outside of the warranty period.

### COVERAGE

Only defective parts are covered by this warranty. Any part(s) of a MUSTANG product found to be defective from date of sale or lease to the first purchaser in accordance with the provision of the warranty will be repaired or replaced by an authorized MUSTANG dealer. This warranty includes the replacement or repair of any part(s) of machine or attachments on MUSTANG'S new equipment purchased from an authorized MUSTANG dealer (except tires, tubes, and specified engines) which are defective in material, workmanship, or both. Tires, tubes and specified engines will be warranted as defined by their manufacturer.

### ITEMS NOT COVERED

#### DEALER TRAVEL TIME

The customer is responsible for payment of dealer travel time to the machine or to deliver the machine to the dealer's service shop for repair. Company's warranty **DOES NOT** cover travel time.

#### USED EQUIPMENT

The Company's warranty only applies to the new equipment owner. All used equipment is sold "as is" with no warranty.

#### ENGINES

In some cases, engine warranty shall be handled by the engine manufacturer's local authorized dealer. See your MUSTANG dealer for this information.

#### TIRES & TUBES

Tires and tubes shall be warranted by the selling dealer or by local dealer of the tire manufacturer.

### MODIFIED OR ALTERED EQUIPMENT

No warranty shall apply on any equipment or parts that have been modified or altered in any way without prior written approval and knowledge of the company. Warranty will be voided if done by an unauthorized dealer, or the use of parts not purchased from or approved by Company.

### NORMAL WEAR OR MAINTENANCE PARTS

Company shall not be responsible for normal replacement parts such as cutting edges, chains, belts, filters, oil, anti-freeze, nor for parts which are worn out unless they are determined to be defective in material or workmanship.

### MISCELLANEOUS

No warranty shall apply to damage resulting from accident, misoperation, abuse, or damage caused by environment (such as exposure to corrosive materials), or equipment not maintained per the operator's manual.

### ALLIED ATTACHMENTS

Company does not approve or disapprove, warrant, service, recommend or assume any responsibility for use of these attachments when used on MUSTANG equipment.

### IMPROVEMENTS

Company is continually improving its products, and therefore, reserves the right to make improvements or changes when it becomes practical and possible to do so, without incurring any obligations to make changes or additions to the equipment sold previously.