

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made **this 19th day of November, 2003, by and between Sterling Trucks of Tampa, LLC, whose address is PO Box 16579, Tampa, FL 33687** ("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 **total sum of \$93,092.00** for the 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. **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: Dr. Robert E. Lee, 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:

Sterling Trucks of Tampa, Inc.
7524 U.S. highway 301 North
Tampa, FL 33637
Attention: Clinton Gasque

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 Agreement on the day first written above.

ATTEST:

(Print Name: _____)

"SELLER":

(Corporate Seal)

By: _____
Authorized Representative

ATTEST:

By: _____
Tara A. Norman, City Clerk

"BUYER"

City of Naples, Florida

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Agreement for Purchase and Sale of Goods
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City of Naples



INVITATION TO BID

CITY OF NAPLES
PURCHASING DIVISION
280 RIVERSIDE CIRCLE
NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

MAILING DATE 9/24/03	TITLE TRUCK-MOUNTED VACUUM TANKER	NUMBER: 028-04	CLOSING DATE & TIME 2:00PM 10/22/03
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL <i>Sterling Trucks of Tampa, LLC</i>	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE
MAILING ADDRESS <i>P.O. Box 16579</i>	
CITY-STATE-ZIP <i>Tampa, FL 33687</i>	
PH: <i>(813) 262-0890 x140</i>	
FX: <i>(813) 262-0983</i>	EMAIL:
	WEB 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>[Signature]</i>	DATE	PRINTED NAME/TITLE <i>OLIVION G. GASQUE</i>
Please initial by all that apply I acknowledge receipt of the following addendum		
____ 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

ITEM

TOTAL

1. QUANTITY 1 - LT7500 CAB & CHASSIS
as Specified in Section 1.

\$ 59,842.⁰⁰

Manufacturer & Model Offered:

2. QUANTITY 1 - TANKER AND ACCESSORIES
As Specified in Section 2

\$ 33,250.⁰⁰

Manufacturer & Model Offered:
CUSCO SEPTIC SYSTEM 4000

TOTAL BID \$ 93,092.⁰⁰

Delivery of equipment 90-120 Days ARO

All installation, Dealer Prep, Testing, and Delivery of the unit shall be inclusive of the Total Bid Price.

Prompt Pay Terms NET % 30 Days

Attach all bid exceptions, drawings, and required documentation to this page.

Warranty Coverage Definitions

Aerial Device	Warranty coverage includes hydraulic system (gauges, hoses, seals, valves, hydro/electric swivel and motors [rotation and extension/retraction]); electrical system (switches, wiring, intercom, lights, cables, and cord reels); device components (rotation bearing, slide pads, extension/retraction cables); waterway components (couplings, plumbing, swivel, and controls).
Aerial Device Structure and Corrosion	Warranty coverage includes aerial device, torque box, outriggers and stabilizers, and lift cylinders. Excludes surface rust or corrosion caused by chips or scratches.
Axles	Warranty coverage includes all factory-installed steer axles; drive axles; tag axles; and pusher axles. Excludes any axle installed by a dealer or body builder.
	Drive Axle(s). Warranty coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. Excludes suspension and torque rod brackets, wheel end equipment, wiring, yokes, and attaching hardware.
	Pusher Axle. A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.
	Steer Axle. Warranty coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. Excludes wheel end equipment, steering linkage components, and kingpin bushings.
	Tag Axle. A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations. Warranty coverage includes all components included in the individual build specification of each individual application.
Basic Chassis	Warranty coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, distance, or hours.
Basic Vehicle	Warranty coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, distance, or hours.
Battery	Warranty coverage includes the battery assembly only.
Brightwork	Warranty coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. Excludes any damage, backside of bumpers, and concealed or inner surfaces.
Body Basic	Warranty coverage includes fire pump panel and controls; foam insulation and controls; foam system plumbing; body emergency lighting and controls; hinged and rollup compartment doors; body trim; body trim; body lighting and controls; body electrical systems; hydraulic ground ladder rack and controls.

Body Structure and Corrosion	Warranty coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. Excludes surface or corrosion caused by chips or scratches.
Cab Structure	Warranty coverage includes cab and integral sleeper structural components, structural components of factory installed sleeper boxes, sheet metal panels, doors, and hoods. Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.
Corrosion	<p>Cab Corrosion. Warranty coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. Excludes all rust or corrosion conditions which has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to the paint such as chips or scratches.</p> <p>Cowl Corrosion. Warranty coverage is limited to rust-through or perforation of the cowl structure due to corrosion from within. Excludes all rust or corrosion conditions that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint or painted surface such as chips or scratches.</p>
Cowl Structure	Warranty coverage includes cowl structural components, sheet metal panels, and hood. Excludes all bolt-on components (for example: hood hinges, latches, guides, or other mounting hardware)
Crossmembers	Warranty coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. Excludes any bolt-on item attached with either conventional or huck bolts.
Driveline	Warranty coverage includes driveshaft tubing, u-joints, yokes, support bearings, and splines.
Drivetrain	Warranty coverage includes transmission (except Allison transmissions), steer axle(s), and drive axle(s). Excludes tag axle(s), pusher axle(s), driveline, and u-joints.
Fire Pump	Warranty coverage includes pump body, gearbox, and all internal components of the pump body and gearbox.
Frame Rails	Warranty coverage is limited to breaking or cracking of factory installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. Excludes all bolt-on items regardless if attached with conventional or huck bolts.
Glider	An incomplete vehicle that may be ordered without major drive train components. Warranty coverage includes all components as specified in the specific build specification.
Paint	Body Paint. Warranty coverage includes all factory-painted exterior body surfaces against orange peel, peeling/delaminating, cracking or checking or loss of gloss due to cracking, checking, or hazing. Excludes lack-of-gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

Cab Paint. Warranty coverage includes all factory-painted exterior surfaces (except those included in chassis paint coverage) against orange peel, peeling or delaminating, cracking or checking or loss of gloss due to cracking, checking or hazing. Excludes lack-of-gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

Chassis Paint. Warranty coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware against peeling or non-adhesion. Excludes u-joints and any damages to the paint or painted surface such as chips and scratches.

Cowl Paint. Warranty coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint) against orange peel, peeling or delaminating, cracking or checking or loss of gloss due to cracking, checking or hazing. Excludes lack of gloss issues on cowl structures painted with low gloss colors. Excludes underside of hood.

Towing/Roadside Assistance

Warranty coverage includes towing or roadside assistance for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle.

Transfer Case Assembly

Warranty coverage includes housing and all internally lubricated parts.

Transmission

Warranty coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. Excludes broken synchronizer pins, PTOs, transfer case(s), airlines, gauge senders, yoke(s), clutch and clutch control components including clutch brake. Excludes Allison brand automatic transmissions.

Warning Equipment (Emergency Vehicles)

Warranty coverage includes emergency light bar and components, strobe light power supply, electronic and/or electromechanical siren and speaker(s). Warranty coverage excludes consumable parts.

Water Tank

Warranty only covers water tanks manufactured by American LaFrance against failures including mounting, cracking, splitting, delaminating, or other similar structural failures of baffles, chambers, and shell. Excludes water tanks manufactured by Custom Fiberglass Products (CFP), Pro-poly, UPF, etc.

Wheel End Equipment

Warranty coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjustors, and attaching hardware.

DC 995-072 Medium duty I warranty coverage

Freightliner LLC warrants that each new Sterling vehicle, with the exception of certain excluded components and parts, will be manufactured to the specifications agreed upon and will be free from defects in material and workmanship which appear under normal use and service, subject to different time and distance limitations for specific components and parts as set forth below. Refer to Section 4 Warranty Requirements in the Pricing Section to determine which vehicle service/application information is required for a vehicle to receive an available warranty.

Description	Coverage ⁽¹⁾
Basic Vehicle	2 years Unlimited
Alliance Batteries	1 year or 100,000 miles/161,000 km
Drivetrain	2 years Unlimited
Cab Structure	5 years Unlimited
Cab Corrosion	5 years Unlimited
Frame Rails	5 years Unlimited
Crossmembers	5 years Unlimited
Cab Paint	1 year or 100,000 miles/161,000 km
Brightwork	6 months Unlimited
Chassis Paint	6 months Unlimited
Corrosion (excluding Cab Corrosion)	6 months Unlimited

1. Time or distance, whichever occurs first.

DC 995-073 Medium duty II warranty coverage

Freightliner LLC warrants that each new Sterling vehicle, with the exception of certain excluded components and parts, will be manufactured to the specifications agreed upon and will be free from defects in material and workmanship which appear under normal use and service, subject to different time and distance limitations for specific components and parts as set forth below. Refer to Section 4 Warranty Requirements in the Pricing Section to determine which vehicle service/application information is required for a vehicle to receive an available warranty.

Description	Coverage ⁽¹⁾
Basic Vehicle	1 year Unlimited
Alliance Batteries	1 year or 100,000 miles/161 000 km
Drivetrain	2 years Unlimited
Cab Structure	5 years Unlimited
Cab Corrosion	5 years Unlimited
Frame Rails	3 years Unlimited
Crossmembers	3 years Unlimited
Cab Paint	1 year or 100,000 miles/161 000 km
Brightwork	6 months Unlimited
Chassis Paint	6 months Unlimited
Corrosion (excluding Cab Corrosion)	6 months Unlimited

1. Time or distance, whichever occurs first.

DC 995-068 Highway warranty coverage

Freightliner LLC warrants that each new Sterling vehicle, with the exception of certain excluded components and parts, will be manufactured to the specifications agreed upon and will be free from defects in material and workmanship which appear under normal use and service, subject to different time and distance limitations for specific components and parts as set forth below. Refer to Section 4 Warranty Requirements in the Pricing Section to determine which vehicle service/application information is required for a vehicle to receive an available warranty.

Description	Coverage ⁽¹⁾
Basic Vehicle	1 year or 100,000 miles/161 000 km
Alliance Batteries	1 year or 100,000 miles/161 000 km
Drivetrain	3 years or 300,000 miles/483 000 km
Cab Structure	3 years or 300,000 miles/483 000 km
Cab Corrosion	5 years Unlimited
Frame Rails	6 years or 750,000 miles/1 207 000 km
Crossmembers	6 years or 750,000 miles/1 207 000 km
Brightwork	6 months or 50,000 miles/80 500 km
Chassis Paint	6 months or 50,000 miles/80 500 km
Corrosion (excluding Cab Corrosion)	6 months or 50,000 miles/80 500 km

1. Time or distance, whichever occurs first.

DC 995-069 Light vocation warranty coverage

Freightliner LLC warrants that each new Sterling vehicle, with the exception of certain excluded components and parts, will be manufactured to the specifications agreed upon and will be free from defects in material and workmanship which appear under normal use and service, subject to different time and distance limitations for specific components and parts as set forth below. Refer to Section 4 Warranty Requirements in the Pricing Section to determine which vehicle service/application information is required for a vehicle to receive an available warranty.

Description	Coverage ⁽¹⁾
Basic Vehicle	1 year or 100,000 miles/161 000 km
Alliance Batteries	1 year or 100,000 miles/161 000 km
Drivetrain	2 years or 100,000 miles/161 000 km
Cab Structure	3 years or 150,000 miles/242 000 km
Cab Corrosion	5 years Unlimited
Frame Rails	5 years or 300,000 miles/483 000 km
Grossmembers	5 years or 300,000 miles/483 000 km
Brightwork	6 months or 50,000 miles/80 500 km
Chassis Paint	6 months or 50,000 miles/80 500 km
Corrosion (excluding Cab Corrosion)	6 months or 50,000 miles/80 500 km

1. Time or distance, whichever occurs first.