

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made **this 5th day of March, 2003**, by and between **Symtron Systems, Inc.**, whose address is **17-01 Pollitt Drive, Fair Lawn, NJ 07410** ("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: **\$161,900.00** 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, 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 warranties of fitness and warranties that the goods are free from defects, **per Exhibit C**.
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: 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:

Symtron Systems, Inc.
17-01 Pollitt Drive
Fair Lawn, NJ 07410
Attention: Paul Fegter

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

16. **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:

"SELLER":
SYMTRON SYSTEMS INC.

(Corporate Seal)

(Print Name: Patricia A. Stolarz)
Contracts Administrator

By: _____
Authorized Representative
Paul Fegter, Vice President &
Director of Program Management

ATTEST:

"BUYER"

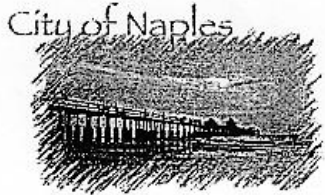
City of Naples, Florida

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

<small>MAILING DATE:</small> 12/20/02	<small>BID TITLE:</small> MOBILE FIRE SIMULATOR UNIT	<small>BID NUMBER:</small> 041-03	<small>BID OPENING DATE & TIME:</small> 2:00PM 1/24/03
<small>SEE-BID DATE, TIME AND LOCATION:</small> N/A			

<small>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:</small> SYMTRON SYSTEMS inc.	<small>IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE:</small>
<small>BIDDER'S MAILING ADDRESS:</small> 17-01 Pollitt Drive P.O. Box 950	
<small>CITY-STATE-ZIP:</small> Fair Lawn, NJ 07410	
<small>PH:</small> (201) 794-0200	
<small>FX:</small> (201) 703-9031	<small>EMAIL:</small> paulfegter@symtron.com
	<small>WEB SITE ADDRESS:</small> www.symtron.com

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.

<small>AUTHORIZED SIGNATURE:</small> 	<small>DATE:</small>	<small>TYPED OR PRINTED NAME AND TITLE:</small> Paul Fegter, Vice President & Director of Program Management
<small>I acknowledge receipt of the following addendum (please initial by all that apply):</small>		
<input checked="" type="checkbox"/> Addendum #1	<input checked="" type="checkbox"/> Addendum #2	<input checked="" type="checkbox"/> Addendum #3
<input type="checkbox"/> 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 ONE MOBILE FIRE
SIMULATOR UNIT, AS SPECIFIED: \$ 161,900.00

MANUFACTURER & MODEL #: SYMTRON SYSTEMS FireTrainer(r) T-4000

DELIVERY CAN BE ACCOMPLISHED WITHIN 183 CALENDAR
DAYS AFTER RECEIPT OF PURCHASE ORDER.

DOES YOUR COMPANY OFFER AN EXTENDED
WARRANTY: Yes

IF YES, INCLUDE DETAILS AS PART OF YOUR BID
SUBMISSION.

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

10



INVITATION TO BID

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

MAILING DATE: 12/20/02	BID TITLE: MOBILE FIRE SIMULATOR UNIT	BID NUMBER: 041-03	BID OPENING DATE & TIME: 2:00PM 1/24/03
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE:
BIDDER'S MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	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	DATE:	TYPED OR PRINTED NAME AND TITLE:
I acknowledge receipt of the following addendum (please initial by <u>all that apply</u>):		
___ 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.

GENERAL CONDITIONS

Exhibit B

BIDDER: To insure acceptance of the bid, follow these instructions page 2

SEALED BID: All bids must be submitted in a sealed envelope. The face of the envelope shall contain, in addition to the above address, the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
2. **NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. Bid files may be examined during normal working hours.
4. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid, but only by telegraphic or written request, at any time prior to the scheduled bid opening. No bidder may withdraw his bid for a period of sixty (60) days after the opening of bids.
5. **PRICES, TERMS AND PAYMENT:** Firm Prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - (a) **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - (b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - (c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - (d) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - (e) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - (f) **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
6. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
7. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
8. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.
9. **CONFLICT OF INTEREST:** All bid awards are subject to Section 15.3, Personal Financial Interest, City of Naples Charter, which states:

"Any member of Council or any City Officer or employee who has a substantial financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City or in the sale of any land, material, supplies or services to the City, or to a contractor supplying the City, shall make known that interest and shall refrain from voting upon or otherwise participating in his capacity as a City Officer or employee in the making or performance of such contract. Any member of Council or any City Officer or employee who willfully conceals such a substantial financial interest or willingly violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with, or making a sale to the City, shall render the contract or sale voidable by the City manager or the City Council."
10. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
11. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
12. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to

this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.
14. **PURCHASES BY OTHER GOVERNMENTAL AGENCIES:** The City of Naples is one of several local entities participating in cooperative purchasing agreements. As such, other entities in Collier, Lee and Charlotte Counties may elect to purchase from this contract, unless the bidder explicitly states in his bid proposal that the bid prices are offered to the City of Naples only.
15. **RIGHT TO PROTEST:** Any actual or prospective bidder, offerer or contractor who is aggrieved in connection with the solicitation of a contract may protest to the City Manager. Any actual bidder, offerer or contractor who is aggrieved in connection with the award of a contract may protest to the City Council. Protestors are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to an invitation to bid or request for proposals shall be submitted in writing prior to the opening of the bids or the closing of the proposals, unless the aggrieved person did not know or should have known the facts giving rise to such a protest prior to the bid opening or closing date of the proposals. The protest shall be submitted within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto.
16. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.
17. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
18. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
19. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
20. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and

understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. **Page 3**

21. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
22. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
23. **LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
24. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
25. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING GENERAL CONDITIONS SHALL ALSO APPLY:

26. **ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.
27. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
28. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, in addition to the provisions of Paragraph 19 below, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
29. **RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
30. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.
31. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

ANY & ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS HAVE PRECEDENCE

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER.

**CITY OF NAPLES
GENERAL INSURANCE REQUIREMENTS**

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

SPECIAL CONDITIONS

I. OVERVIEW

A. INTENT

It is the intent of these specifications are to clearly describe the furnishing and delivery to The City of Naples a complete apparatus equipped as specified. The primary objective of these specifications is to obtain the most acceptable equipment for service in the Fire Department. These specifications have been written in accordance with NFPA recommendations and are not proprietary in nature. All components, materials and equipment required in these specifications are commercially available to all apparatus manufacturers. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

B. EXCEEDING SPECIFICATIONS

Nothing in this specification is intended to prevent any bidder from using systems, methods, or devices that are superior in quality, strength, fire resistance, effectiveness, durability, and safety in place of those specified. It shall be the sole responsibility of the bidder to provide technical information and supporting documentation in order to demonstrate equivalency or superiority to that which is specified. The City of Naples shall be the sole judge as to the acceptability of any bid proposal, in part or whole.

C. DESIGN & WORKMANSHIP

The design of the apparatus must embody the latest approved design practices. The workmanship must be of the highest quality in its respective field. Special consideration shall be given to service access to areas needing periodic maintenance, ease of operation, and symmetrical proportions. Construction must be heavy duty and ample safety factors must be provided.

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

1

D. NFPA STANDARDS

The apparatus shall conform to the National Fire Protection Association Standards.

E. FMV SAFETY STANDARDS

The apparatus shall also conform to all Federal Motor Vehicle Safety Standards. No exception.

F. EVIDENCE OF ABILITY

Each bidder shall furnish satisfactory evidence of their ability to design, engineer and construct the equipment specified and shall state the location of the factory producing the apparatus. They shall also show the company is in the position to render prompt service and to furnish replacement parts for the said apparatus.

G. BID ADDRESS

Bids will be addressed and submitted in accordance with the instructions provided on the cover sheet. The words "Mobile Fire Simulator Unit", the date, and bid opening time shall be stated on the front of the envelope.

H. LATE BIDS

Late proposals, telegrams, facsimile or telephone bids will not be considered. No Exception.

2. DELIVERY and TESTS

A. DELIVERY

The bidder shall state the time required for delivery of the completed unit on the Bid Schedule. The completed unit shall be delivered to the purchaser with full instructions. The bidder shall provide training to not-more-than four facility staff members for a minimum of eight hours.

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

2

B. TESTS

The equipment shall be tested to meet all performance standards as required by NFPA.

C. MANUALS

The manufacturer shall supply at the time of delivery, complete operation and maintenance manuals covering the completed apparatus delivered.

3. AWARD

The City of Naples intends to award this bid to the lowest, best, and most responsive and most responsible bidder meeting specifications. The City of Naples reserves the right to reject any or all bid proposals and purchase the equipment it deems most suitable to its needs. The purchaser does not, in any way, obligate itself to accept the lowest or any bid.

4. EXCEPTIONS

All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder. Proposals taking total exception to specifications shall not be acceptable.

5. PROPOSAL PRICE

Each bidders proposal price must include all items required in the specifications. Any bidder who option prices an item included in these specifications that does not specifically require option pricing will have their proposal rejected. The bid price shall include delivery to the City of Naples, Equipment Services Division, 370 Riverside Circle, Naples, FL 34102

6. BID SECURITY

A bid security in the form of a Bid Bond, cashier's check, or certified check made payable to The City of Naples in the amount of 5% of the total bid is required. This shall serve as a guarantee which may be forfeited and retained by the Purchaser in lieu of its other legal remedies if a successful bidder's proposal is accepted by the Purchaser

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

3

and the bidder shall fail to execute and return to the Purchaser the required contract and bonds within 10 days after delivery. If a Bid Bond is provided, it shall be issued by a bonding company licensed to bond in the State of Florida.

7. REFERENCE LIST

Each bid shall be accompanied by a list of at least 5 other units presently in service in the State of Florida. The list shall include customer's name, address, date placed in service, and current contact with phone number.

8. SERVICE REQUIREMENTS

To insure the purchaser a source of service and parts over the anticipated life of the apparatus, the bidder shall have established his permanence in the industry and include with this proposal a list of company owned, or affiliated, parts and service agencies within a reasonable distance of The City of Naples. Reasonable distance is defined as within a six-hour driving distance from Naples. The bidder must insure the purchaser that these "centers" are capable of all repairs, including accident repairs with painting facilities. Service capabilities will be one of the criteria for award of this contract.

9. MINIMUM WARRANTY REQUIREMENTS

The equipment shall be warranted to be free from defects in materials or workmanship under normal use and service. Each manufacturer shall supply, as part of their bid package, a copy of the warranty or warranties that they propose to provide, and in no case shall it be less than one year on the entire apparatus. All other warranties as outlined in these specifications shall be provided in writing as a part of the bid package. Failure to provide these warranties may be cause for rejection of the bid package.

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

4

MINIMUM SPECIFICATIONS

The City of Naples Fire Bureau requests formal bids on the following specifications for a mobile fire simulator unit.

A. BACKGROUND

A live fire training program is vital to the continued success of our fire suppression program. The goal of our live fire training program is to teach and maintain proficiency in fire attack, search and rescue, personal protective equipment, teamwork, and fire behavior. A structured in service training program for our own employees teaches new skills, and reinforces previously learned skills for all members of the bureau.

The City of Naples Fire Bureau also runs a Florida State certified fire recruit training facility (Naples Fire Training Center). The NFTC coordinates and delivers regional training programs for basic firefighting.

The proposed mobile fire simulator facility will be replacing our 10 year old unit that has been recently deemed unusable because of old age and structural problems.

B. SPECIFICATIONS

The mobile fire simulator unit shall have at a minimum the following specifications:

1. CERTIFICATION

The training unit builder shall submit written evidence that the live fire training equipment supplied has been certified and labeled by a Nationally Recognized Testing Laboratory (NRTL) to ensure the equipment complies with the requirements of the following applicable standards.

- a. (NRTL) must meet OSHA 29CFR1910.7 requirements
- b. NFPA 54, the National Fuel Gas Code
- c. NFPA 86, the Standard for Ovens and Furnaces
- d. UL 58, the Standard for Industrial Control Equipment

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

5

- e. NFPA 1402, the Guide to Building Fire Service Training Centers
2. MINIMUM LENGTH
The training container shall be a minimum of 40' in overall length.
 3. CHASSIS
The fire simulator unit shall be mounted to a US D.O.T. compliant trailer chassis including two staircases for ease of relocation.
 4. AXEL CAPACITY
The trailer bed shall have axles suitable for the load of the training container.
 5. BRAKES/AXLES
The trailer shall be equipped with anti-lock air brakes and have dual axles with tandem wheels.
 6. FIRE SIMULATOR FUEL
The fire simulator unit shall be LP/Propane fueled.
 7. GAS SUPPLY
A portable gas supply consisting at a minimum of two 100 pound DOT/ICC LP-G cylinders and a portable 6000w generator, gasoline fueled, shall be provided for a self-contained operation. The fire structure shall be provided with quick connects for gas and electric inlets to support operation from either a portable or a fixed gas and electric supply.
 8. MOVABLE PANELS
Movable panels that represent walls, hallways, doorways, etc. shall be provided to easily reconfigure the layout of the training compartment. One panel should have a functional interior doorway that can be moved to different areas of the maze. The walls in general shall be light enough for one or two persons to move them around easily.
 9. CEILING/WALLS
In the fire area, the ceiling and walls of the training compartment shall be lined with heat resistant materials to protect the exterior walls from exposure to direct flames and damaging heat.

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

6

10. OBSERVATION WINDOW
There shall be a heat resistant observation window provided to see into the training compartment. It shall be a minimum of 18"x18".
11. TRAINING COMPARTMENT BURNERS
The training compartment shall have both a main flame burner and a flashover burner.
12. SAFETY-INTERLOCKING REQUIREMENTS
All safety-interlocking requirements of airflow confirmation, low and high gas pressure switches and safety shut-off valves as required by NFPA 86 shall be provided.
13. CONTROLLER
The operational equipment shall consist of a Programmable Logic controller, or equivalent, pre-programmed for all safety features, shut down ventilation, smoke control and live fire burn prop control.
14. PILOT LIGHT CONFIRMATION
If the presence of a pilot flame is not confirmed, the safety monitoring system shall alert the operator and automatically disable the fireplace from any main flame operation.
15. CONTROL SYSTEM
The mobile fire simulator unit shall have a control system that monitors temperature and propane concentration in the training compartment.
16. FIRE CONTROLS
The fires shall be capable of being controlled automatically or manually using a detachable, multi-pushbutton control pendant.
17. CONTROL BUTTONS
The control pendant control buttons shall be a group of back-lit push buttons. These buttons shall control the operation of the equipment in the trainer. Each button shall be clearly marked as to its purpose and shall illuminate to indicate the status of the function it controls.

18. SMOKE GENERATOR
The smoke generator shall be turned on and brought up to operating temperature automatically when the operator initiates the system power.
19. AEROSOL SMOKE
Aerosol smoke shall be generated by the operator when pushing the button on the control pendant.
20. SMOKE GENERATOR OUTPUT
The output of the smoke generator shall be sufficient to provide the area with limited to no visibility in the training compartment while the fire is burning.
21. TRAINER CONFIGURATION
The trainer shall be configured for A, B, or C fires so different firefighting techniques can be taught.
22. SAFETY SYSTEM
The unit shall have a safety system that allows for automatic shut down of the fuel and turn on a ventilation fan.
23. GAS FLOW REDUCTION SENSOR
There shall be a gas flow reduction sensor to detect the application of extinguishing agent. When extinguishing agent is detected, gas flow to the main flame burner element shall be reduced to simulate an actual firefighting response and to reduce the amount of unburned gas build up. The sensor shall reduce the fire, and not actually cause the fire to go out.
24. EXHAUST VENTILATION FAN
The trainer shall contain an exhaust ventilation fan to provide purge air to remove excess heat, combustion by products, and unburned combustible gas from the training compartment.
25. FIRE PLACE EQUIPMENT
The fire place equipment shall include but not be limited to:
 - a. Burner assembly for main fire
 - b. Flashover burner assembly
 - c. Dual continuous pilot assemblies
 - d. Smoke generator
 - e. Exhaust fan and Combustion air blower

BID#: 041-03
DATE: 1/24/03
CITY OF NAPLES, FLORIDA

- f. Dual Compartment gas monitoring system
- g. Temperature monitoring system
- h. Manual emergency stop switches
- i. Hand-held control pendant
- j. Electronic control enclosure

26. OTHER SUPPLIER REQUIREMENTS

The Fire Training System Supplier shall provide the following:

- a. Testing of the live fire trainer
- b. Four copies of an operation and maintenance manual to the purchaser
- c. A 1 day operator's training course for up to 4 facility staff members. The course shall cover operation, calibration and maintenance of the system.
- d. A warranty to cover all parts supplied with the system for a minimum of one year from the acceptance date.

27. ADDITIONAL DATA

Firms that wish to furnish the Fire Training System must provide, at a minimum, the following data:

- a. NRTL compliance summary data
- b. Safety analysis report compliance summary
- c. Mobile Fire Trainers complying site information
- d. At least 2 references of similar trainers and their locations including address, phone number, and contact name.

28. BID PRICES

Bid prices shall include delivery of equipment.

29. DELIVERY

To City of Naples, Equipment Services Division

WARRANTY STATEMENT

Symtron Systems inc. warrants the fire training system to be free from defects in material and workmanship for one year from the date of system acceptance by the Owner.

Symtron will

1. Provide a replacement part to the Owner for any part that fails in normal use at no additional cost.
2. Provide a toll free telephone number to contact Symtron's Customer Service Department 7 days a week.
3. Provide telephone assistance to the Owner's representative to resolve any issue or problem.
4. Travel to the Owner's trainer location to resolve any problem or issue that the Owner cannot resolve with its own personnel and resources within a reasonable time period after Symtron receives such request.