

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **21st day of September, 2005**, by and between **Forestry Resources, Inc.**, whose address is **4353 Michigan Link, Fort Myers, FL 33916**("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, the address of which is **735 Eighth Street South, Naples, Florida 34102** ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on the Description/Proposal attached hereto and made a part of as Exhibit "A" subject to such terms as are set forth in the Description/Proposal and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay **an annual amount not-to exceed \$70,000.00** 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 **various sites within the City as per the Parks and Parkways Superintendent**. 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, attached hereto and made a part of as Exhibit "B" at 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:

**Forestry Resources, Inc.**  
**Attention: Kristine Magee**  
**4353 Michigan Link**  
**Fort Myers, FL 33916**

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":

**Forestry Resources, Inc.**

(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



## INVITATION TO BID

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

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

MAILING DATE 6/24/05	TITLE PURCHASE OF MULCH ANNUAL CONTRACT	NUMBER: 005-06	CLOSING DATE & TIME 2:00PM 7/20/05
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL <i>Forestry Resources, Inc.</i>	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE
MAILING ADDRESS <i>4353 Michigan Link</i>	
CITY-STATE-ZIP <i>Ft. Myers, FL 33916</i>	
PH: <i>239-334-7272</i>	EMAIL: <i>Service@gomulch.com</i>
FX: <i>239-334-4602</i>	WEB ADDRESS: <i>Gomulch.com</i>

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 the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE <i>Kristine Magee</i>	DATE <i>7-19-05</i>	PRINTED NAME/TITLE <i>Kristine Magee / Direct Sales</i>
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1 <i>Kem</i>	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.

## REVISED BID SCHEDULE

1. Cypress Mulch, bagged \$ .73 Per Cubic Foot  
 Bag Size: 3 Cubic Feet  
 Minimum No. of Bags for Delivery: 600 Bags
2. Eucalyptus Mulch, bagged \$ 1.75 Per Cubic Foot  
 Bag Size: 2 Cubic Feet  
 Minimum No. of Bags for Delivery: 850 Bags  
*\* See alternate "Eucalyptus Blend"*
3. Melaleuca Mulch, bagged \$ .75 Per Cubic Foot  
 Bag Size: 2 Cubic Feet  
 Minimum No. of Bags for Delivery: 700 Bags
4. Bark only, bagged <sup>Grade A</sup> (Cypress) \$ 1.67 Per Cubic Foot  
 Bag Size: 3 Cubic Feet  
 Minimum No. of Bags for Delivery: 700 Bags
5. Australian Pine Mulch \$ N/B Per Cubic Yard  
 Minimum order for delivery        Cubic Yards
6. \*Fibar Wood Fiber Surfacing, bagged \$ 1.50 Per Cubic Foot  
 Bag Size: 2 Cubic Feet  
 Minimum No. of Bags for Delivery: 1400 Bags  
*\* Pending review of specifications / See Alternate product  
 \* Special order \* Florimulch "Playsage"*
- Prompt Payment Terms:        % 30 days
- Delivery can be made within 3-4 calendar days ARO.





**Specifications for the process of various Mulch Products  
Provided by: Forestry Resources, Inc.**

Vendor shall demonstrate the following to satisfaction:

**Mulch Specifications:**

1. Provide mulch manufactured exclusively from various trees. Materials cannot come from commercial logging or harvesting and must be derived exclusively from recycled materials such as land clearing.

Products are made with all natural wood fiber, No reconstituted dimensional or pressure treated lumber.

All shredded mulch products will contain raw materials that are a minus 3 ½" grind for shredded texture, and free from any contamination. This wood is harvested from local South Florida sources.

The manufacturing process "cures" the mulch and prohibits seed germination of weeds and invasive plant species.

2. Colored Mulches will incorporate a minimum of four pounds of pure environmentally safe pigment – (dry weight) into each cubic yard of mulch.

MSDS documentation – Ionized Colorant to be used.

3. Mulch is provided in both 2 CF or 3 CF bags and bulk. Vendor shall package mulch in a bag and palletize products on pallets.

Pallets 40 x 48 shall contain 70 to 80 bags, depending on products and mulches will be shrink-wrapped. All shrink-wrap contains UV inhibitors. Pallet caps if required due to weather conditions will contain UV inhibitors.

4. Detailed mulch specifications – can be provided on a per product basis.