

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **16th day of August, 2006**, by and between **Steele Truck Center, Inc., whose address is 2150 Rockfill Road, Fort Myers, Florida 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 amount not-to-exceed \$412,678.00** 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, 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:

Steele Truck Center, Inc.
2150 Rockfill Road
Fort Myers, Florida 33916
Attention: John Schwind, Sales Representative

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":
Steele Truck Center, Inc.

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

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

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

City of Naples



INVITATION TO BID

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

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

MAILING DATE	TITLE	NUMBER:	OPENING DATE & TIME
06/22/06	REAR LOADING 25 YD SPLIT BODY/TAILGATE REFUSE/RECYCLE TRUCK	092-06	07/24/06; 2:00pm
PRE-BID DATE, TIME AND LOCATION: NON-MANDATORY PRE-BID MEETING ON 07/07/06 @ 10:30 AM @ 270 RIVERSIDE CIRCLE, PURCHASING DIVISION			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL <i>Steele Truck Center, Inc</i>	
MAILING ADDRESS <i>2150 Rockfill Rd.</i>	
CITY-STATE-ZIP <i>Fort Myers, FL 33916</i>	
PH: <i>239-334-7300</i>	EMAIL: <i>jjs@steeletruck.com</i>
FX: <i>239-334-4676</i>	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 the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE <i>John Selph</i>	DATE <i>7-17-06</i>	PRINTED NAME/TITLE <i>John Schwind Sales Rep.</i>
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1	Addendum #2	Addendum #3
Addendum #4		

BID SCHEDULEBASE BID

1. Furnish two (2) low-entry, dual drive, 25 yd rear loading hydraulically actuated split body/tailgate refuse/recycle truck as specified:

Unit Price \$ 206,339.00 each

Unit Price X 2 units = TOTAL: \$ 412,678.00

2. Prompt Pay Terms: Net % 30 Days.
3. Make and Model Cab & Chassis Offered: Mack LE613 w/G+H Body
4. State Time of Normal Warranty: See attached warranty Schedule
5. State Where Warranty Work Will Be Performed: Fort Myers
(PROVIDE COPY OF WARRANTY)
6. Time of Delivery: 90 Calendar Days After Receipt of Purchase Order.

ALL WARRANTIES SHOULD BE INCLUDED WITH THE BID.

WARRANTY COVERAGES AND LIMITATIONS: All Coverage is 100% Parts and Labor

VEHICLE APPLICATION: VOCATIONAL CLASS "C" -	Hours	Months	Miles	Kilometers
SCHEDULE 1. BASIC VEHICLE * (Includes Roadside Assistance and Towing for warrantable failures**) *Clutch Lining, Brake Lining and Brake Drums are covered for 12 months or 25,000 miles/40,000 Kilometers only. **Roadside Assistance and Towing coverage does not apply to vendor engines, transmissions and axles.	---	12	100,000	161,000
SCHEDULE 2. MACK DIESEL ENGINE Standard Warranty Major Components: Cylinder Block Casting Main Bearing Bolts Cylinder Head Castings Cylinder Head Capscrews Crankshaft Forging Con-Rod & Cap Forging Con-Rod Capscrews Camshaft Forging Valve Lifters Intake Manifold Casting Flywheel Housing Gear Cover Engine Gears	10,800 12,500	36 60	300,000 500,000	483,000 805,000
Coverage also applies to consumables such as lubricant, antifreeze, filter elements, belts, hoses and similar maintenance items not reusable and replaced directly as a result of warrantable engine, carrier or transmission failure. Components not manufactured by Mack Trucks, Inc., but used on MACK diesel engine assemblies are excluded from the coverage in Schedule 2. These components are covered by the component manufacturer's warranty in effect at the time of delivery. Consult your local MACK service facility for details.				
SCHEDULE 3. MACK T300 and TM300 TRANSMISSIONS	---	36	400,000	644,000
SCHEDULE 4. MACK AXLES Rear Carriers and Housings Front I-Beam S85 Bogie and Carrier, Regardless of Carrier Model	---	36 36 12	350,000 300,000 100,000	563,000 483,000 161,000
SCHEDULE 5. Trunnion Bracket and Spindle, Suspension Trunnion (except Bushings).	---	36	300,000	483,000
SCHEDULE 6. FRAMES: SIDE RAILS AND CROSSMEMBERS	---	36	300,000	483,000
SCHEDULE 7. CAB STRUCTURE	---	24	200,000	322,000
SCHEDULE 8. CAB CORROSION Coverage applies to perforation (an actual hole in the cab panel) due to corrosion. Coverage does not apply to corrosion caused by damage to paint finish.	---	60	500,000	805,000
SCHEDULE 9. Components not manufactured by Mack Trucks, Inc. may have warranty coverage different from above as they are covered by the manufacturer's warranty. Consult your local MACK sales facility for				