

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 4th day of October, 2006, by and between **Sun Power Diesel and Marine**, whose address is **833 NE 3rd Street, Dania Beach, Florida 33004** ("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 (**seven (7) 100KW portable trailer mounted generators**) 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 amount of: \$230,538.00 (\$32,934 each)** 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:

Sun Power Diesel and Marine
833 NE 3rd Street
Dania Beach, Florida 33004
Attention: Jay Davis

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 whose 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":

Sun Power Diesel and Marine

(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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Sun Power Diesel & Marine

Bid Contact **Jay Davis**
jay@sunpowermarine.com
Ph 954-237-2200 x212

Address **833 NE 3rd St**
Dania Beach, FL 33004

Vendor Code 00015092

Qualifications **SB**

Bid Notes **Sun Power Diesel has a parts and service department with factory trained technicians located 5 minutes south of Fort Lauderdale airport. Sun Power Diesel is not only a dealer for Atlas Copco but also a factory authorized dealer for both John Deere and Volvo. We have both diesel engine mechanics and generator technicians. We can handle any technical or service issues in house. We have been in business locally since 1949.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
662-9518-1-01	25 KW Generator	Supplier Product Code: QAS 30 JD 25KW Atlas Copco is powered by an 1800 RPM John Deere engine coupled to a Newage Alternator with Class H insulation and marine impregnation.	First Offer - \$17,117.00	2 / each	\$34,234.00	Y	Y
662-9518-1-02	50 KW Generator	Supplier Product Code: QAS 58 JD 52KW Atlas Copco is powered by an 1800 RPM John Deere engine coupled to a Mecc Alte Alternator with Class H insulation and marine impregnation.	First Offer - \$26,819.00	2 / each	\$53,638.00	Y	Y
662-9518-1-03	100 KW Generator	Supplier Product Code: QAS 108 JD 100KW Atlas Copco is powered by an 1800 RPM John Deere engine coupled to a	First Offer - \$32,934.00	11 / each	\$362,274.00	Y	Y

City of Fort Lauderdale

Bid 662-9518

		Mecc Alte Alternator with Class H insulation and marine impregnation.						
662-9518-1-04	250 KW Generator	Supplier Product Code:	First Offer - \$68,722.00	2 / each	\$137,444.00	Y	Y	
		QAS 325 276 KW Atlas Copco is powered by 1800 RPM Volvo engine coupled to a Mecc Alte Alternator with Class H insulation and marine impregnation.						
662-9518-1-05	35' Portable Power Cable					No Bids		
662-9518-1-06	50' Portable Power Cable					No Bids		