

## **AGREEMENT FOR PURCHASE AND SALE OF GOODS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this **21<sup>st</sup> day of February, 2007**, by and between **Environmental Products of Florida**, whose address is **1158 Elhoc Way, Winter Garden, Florida 34787** ("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 amount not-to-exceed \$209,476.00** 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:

**Environmental Products of Florida**  
**1158 Elboc Way**  
**Winter Garden, Florida 34787**

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:

"SELLER":  
**Environmental Products of Florida**

(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

Agreement for Purchase and Sale of Goods  
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**MANATEE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**FILE COPY**

<b>SUBJECT:</b>	Award IFB #06-4049MR for a Cab Over Chassis Vacuum Sweeper	<b>TYPE AGENDA ITEM:</b>	Consent
<b>DATE REQUESTED:</b>	September 26, 2006	<b>DATE DISCUSSION CHASED:</b>	September 11, 2006
<b>BRIEFING? Why?</b>	N/A	<b>CONSEQUENCES IF DENIED:</b>	N/A
<b>DEPARTMENT/DIVISION:</b>	Financial Management/Purchasing	<b>AUTHORIZED BY TITLE:</b>	Jim Seuffert, Financial Mgt Director
<b>CONTACT PERSON TELEPHONE/EXTENSION:</b>	Rob Cuthbert, Ext 3014 Larry Mau, Ext 7476	<b>PRESENTER TITLE TELEPHONE-EXTENSION:</b>	Larry Mau, Director, Transportation Ext 7476
<b>ADMINISTRATIVE APPROVAL:</b>			
<b>ACTION DESIRED:</b> INDICATE WHETHER 1) REPORT, 2) DISCUSSION, 3) FORM OF MOTION, OR 4) OTHER ACTION REQUIRED			
Authorization to award IFB #06-4049MR, Cab Over Chassis Vacuum Sweeper, to the lowest, responsible, responsive bidder meeting specifications, Environmental Products of Florida, Winter Garden, Florida, in the amount of \$209,476.00.			
<b>ENACTING AUTHORITY:</b> Federal/State Law(s), Administrative Orders, Manatee County Code of Ordinances and Development Code, ordinances, resolutions, policy			
Ordinance 99-37, Purchasing Code Section 4 - 102, Sealed Bids			
<b>BACKGROUND DISCUSSION:</b>			
<ul style="list-style-type: none"> <li>The Transportation Department, Highway Maintenance Division, has a need for a cab over chassis vacuum sweeper</li> <li>08/17/2006 through 09/11/2006 appropriate bid procedures were followed. Three hundred twenty-three potential vendors were notified via DemandStar's bid distribution service; seventeen (17) planholders downloaded the documents, and three (3) bids were received.</li> <li>Bid specifications stipulate for both total maintenance of the equipment and for a repurchase at the end of 48 months or 40,000 miles, whichever comes first.</li> <li>It has been determined that the low bid submitted by Environmental Products of Florida, for an Elgin Whirlwind will meet the needs of the Highway Division.</li> <li>This unit is required for cleaning streets and gutters throughout Manatee County. Specifications were coordinated with Fleet Services and fully meet the Division's requirements.</li> </ul>			
<b>COUNTY ATTORNEY REVIEW:</b>			
<b>Check appropriate:</b>	<b>REVIEWED</b>		
<input type="checkbox"/>	Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: ____)		
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)		
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)		
<input type="checkbox"/>	OTHER		
<b>ATTACHMENTS:</b> (List in order as attached)		<b>INSTRUCTIONS TO BOARD RECORDS:</b>	
1 Department Letter 2 Bid Tabulation		None	
<b>COST:</b>	\$209,476.00.00	<b>SOURCE (ACCT #'s &amp; NAME):</b>	1010011200564000 Transportation Department
<b>COMMENTS:</b>	N/A	<b>IS IT AN ITEM OF RECURRING COSTS? (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

Manatee Memorandum Form 2001 revised September 28, 2005

F:\USER\Russell\Agenda 06-2841MR Curb-Gutter Machine

*RJM #6 GPCM*

**IN A TOTAL AMOUNT NOT-TO-EXCEED \$209,476.00**