

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 057-08

Contract No. _____

Project Name **Purchase 23 Foot Police Boat**

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 18th day of June, 2008, by and between **American Marine Holdings dba Donzi Marine**, whose address is **7110 21st East, Sarasota, FL 34221** ("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 a **23' Donzi 230 CC boat** as 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: **\$72,767.83** 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. **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: A. William Moss, 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: American Marine Holdings dba Donzi Marine
Address: 7110 21st East
Sarasota, FL 34221
Attention: Christopher Allard, Dir. Of Engineering

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 whose 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":

**American Marine Holdings dba
Donzi Marine**

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, 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	TITLE	BID #	CLOSING DATE & TIME
05/08/08	Purchase 23 Foot Police Boat	057-08	05/30/08
PRE-BID DATE, TIME AND LOCATION:			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	
American Marine Holdings dba Danz Marine	
MAILING ADDRESS	
7110 21st East	
CITY-STATE-ZIP	
Sarasota FL 34231	
PH: 941-755-7790	EMAIL: callard@ambmail.net
FX: 941-758-5417	WEB ADDRESS: www.ambgov.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 the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
<i>Christopher Alward</i>	5/28/08	Christopher Alward Dir. of Engineering
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1 CA	Addendum #2	Addendum #3

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.



7110 21st Street East
 Sarasota FL, 34243
 941.766.7790 Tel
 941.756.5417 fax

Naples PD
 Effective 5/28/2008
 DONZI
 230 CC
 Quote # CDMA_5_28_003

PART #	Description	Commercial	QTY	Total
GS-1000-00	Boat Only	\$31,517.48	1	\$31,517.48
	Engines			
GS-10048-00	Engine Installation	\$450.00	1	\$450.00
GS-25000-00	Mercury 250 XL Verado 4 Stroke - Engine Only	\$12,895.65	1	\$12,895.65
	Battery Systems & Batteries			
GS-10008-00	Battery Group 27 Optima (each)	\$182.00	2	\$364.00
	Engine Equipment, Pre-Rigs and Props			
GS-10046-02	Mercury Single Engine Verado Pre-Rig	\$2,995.00	1	\$2,995.00
Z3050CG	Props - Single	\$450.00	1	\$450.00
	Gauges & Indicators			
GS-10076-00	Gauges - Single Smartcraft Mercury	\$795.00	1	\$795.00
	Hull and Deck Equipment			
GS-10082-00	10 in. Deck Cleats (pair)	\$101.00	2	\$202.00
	Console and Steering Equipment			
GS-10030-00	Tilt Steering Wheel	\$145.00	1	\$145.00
	T-Tops, Arches and Weather Protection			
GS-10157-00	T-Top	\$3,091.00	1	\$3,091.00
	Electrical Accessories			
GS-10032-00	12 Volt receptacle (ea)	\$95.00	1	\$95.00
GS-10171-00	Diamond Shaped Switch Panel	\$280.63	1	\$280.63
	Law Enforcement and Lighting Equipment			
GS-10128-00	Remote Spotlight - Black	\$370.00	1	\$370.00
GS-10108-00	Cockpit courtesy lights (red pair)	\$86.00	1	\$86.00
GS-10110-00	Flood Lights (individually switched) (ea)	\$146.00	4	\$584.00
	Shipping & Delivery			
9999	Delivery and test with Naples PD	\$850.00	1	\$850.00
	Custom Options			
9999	Bottom Paint and Barrier Coat	\$2,500.00	1	\$2,500.00
9999	Orion Flare Kit (Night and Day Flares)			
9999	Throw able Rescue Rope			
9999	Fire Extinguisher and Horn			
9999	First Aid Kit			
9999	Inflatable Adult PFD'S, Quantity 8		1	\$2,376.60
9999	PFD Throw-able			
	MARINE EQUIPMENT			
9999	Standard Horizon Intrepid VHF			
9999	Garmin GPSMAP4208 Network Bundle (GDL 30A Satellite Receiver/GSD 22 Sounder) GPS 17xNMEA 2000 Antenna, GMR 18 HD Radar Dome, Transom mount transducer with depth, temp & speed 500 watts			
9999	Jensen MCD5110 AM/FM C/D Receiver			
9999	Poly-Planar Speakers			
9999	BlueChart Americas			
9999	SeaWorthy Sea Antenna AM/FM			
9999	SeaWorthy Marine Radio Housing AM/FM			
9999	Ratchet Mount Quantity 2			
9999	VHF Antenna 8 Ft			
9999	Install customer supplied police radio and antenna			
9999	Whelen # FT6BBBBP-NPD (This light-bar is a special configuration for the City of Naples, please contact Whelen Engineering for ordering instructions, 800-824-8303) Tim Davis Morganelli & Associates Cell # 954-445-2055 email: ledtda@bellsouth.net		1	\$11,399.72
	MISC. SUPPLIES			
9999	Anchor #8 Super Hooker			
9999	Anchor Chain 1/2" 6 Ft			
9999	Anchor Rope 1/2" X 100 Ft			
9999	Shackle 3/8"			
9999	Bumper Blue Quantity 4			
9999	Bumper Line Quantity 4			
9999	Boat Hook and Brush			
9999	Extended Pole			
9999	Dock Lines Quantity 10			
9999	Tool Kit		1	\$1,320.75
Total				\$72,767.83

Terms and Conditions:

- American Marine Holdings LLC, reserves the right to modify or discontinue models and equipment at any time without incurring obligation.
- This quotation is valid for 90 days from date issued.
- CONTRACTUAL DELIVERY TERMS: 90 days ARO
- PAYMENT TERMS: NET 30 days



DONZI 230 CC

Quick and Capable

The 230 CC is the ideal patrol boat for the wide range of Law Enforcement, Rescue and Homeland Security missions required of today's marine operators.

The 230 CC is a trailerable craft with a center console design allowing 360 degree access over the sides. The 230 CC is easily handled by a single operator and is equally capable of sitting on station, patrolling, running intercepts or boarding vessels. Designed to be fully capable of safely running in rough water, the 230 CC can handle both calm and challenging conditions with ease.

Configured with twin engines, the 230 CC is capable of safely handling speeds in excess of 50 mph. The 230 CC is quickly establishing itself as an extremely capable craft designed to exceed the needs of demanding Marine Agencies.



Craft shown with optional equipment

The 230 CC comes with an extensive complement of standard equipment and has a long list of options to include law enforcement equipment, seating, electronics, towing gear, and much, much more.

Built Tough, Built to Perform™

The 230 CC and all the Donzi's manufactured by the AMH Government Services group are designed to be durable and low maintenance. Each craft is hand built by skilled workers using high quality components, wood-free construction, Vinylester resin and high strength fiberglass and composite structural materials.

The 230 CC is built using Donzi's Z-Tech ventilated stepped bottom advanced performance hull. Z-Tech hulls perform like no other on the water. They handle fantastic, ride smooth and are just plain fast—and not just in calm water. Take a Z-Tech hull out in the rough stuff and learn why these hulls are the choice of professionals. There is no better performing hull on the water.

The AMH Government Services group has designed the 230 CC to provide operators with the safest and most capable craft possible for many of the most demanding missions on the water.

Contact an AMH Government Services representative today and begin the process of designing a 230 CC for your team.



Craft shown with optional equipment

AMH GOVERNMENT SERVICES

American Marine Holdings (AMH) is the parent company of Donzi Marine and ProLine Boats and the lead partner in Metal Shark Aluminum Boats. The AMH Government Services group is responsible for the engineering, production, sales and support of Donzi, ProLine and Metal Shark craft customized for government and commercial applications. These commercially available off-the-shelf craft are offered directly to government and commercial customers.

AMH is also the exclusive licensee of the SeaCoaster. The SeaCoaster is a built-to-contract-specifications, aluminum or steel, High Speed Surface Effect Catamaran (SECAT) available in designs from 65'-390'.

AMH is an equal opportunity employer with a diverse staff of over 450 employees producing more than 2,500 boats per year for both the recreational and government markets. From backwaters, to ports, offshore and on the high-seas, AMH has a wide range of Workboat, Law Enforcement, Dive/Rescue, Military & Special Operations craft to meet the demanding needs of government and commercial professionals.



Craft shown with optional equipment

Specifications

LOA	BEAM	DRAFT (engines down)	DEADRISE	STD FUEL CAPACITY	WEIGHT	MAX HP
23' 7"	8' 6"	18" (34")	22 degree Z-Tech	140 gal.	3,300 lbs.	400

Standard Equipment

- Z-Tech Ventilated Two Step Advanced Performance Hull
- Wood Free Vacuum Bag Construction with Heavy Duty Commercial Grade Laminate and Self Bailing Cockpit
- Hull & Deck Joint Chemically Bonded & Glassed
- Premium Vinylster White Gelcoat and Black Trim
- 5 Year Limited Transferable Hull Warranty
- Accessory Buss Bar Under Dash
- Battery Switch w/Breakers - Dual
- Battery Trays - Stainless
- Bilge Pump - (2) 2000 GPH
- Bow & Stern Eyes - Stainless
- Bracket with Dive Platform - Integrated
- Cleats - 8" Stainless Pop-Up (4)
- Cleats Aft - 10" Stainless w/Hawse Pipes (2)
- Compass - High Speed
- 12V Receptacle
- Non-Skid Decks & Gunnels
- Electronics Box w/Lock in Console
- Gunnel Trim - Heavy Duty, Black
- Hardware - Stainless
- Horn - Recessed, Electric
- Ignition - Safety Switch
- Lighting - Cockpit Courtesy Lights (2)
- Lighting - Navigation Lights
- Rails - Bow Rail - Anodized Aluminum
- Removable Dive Ladder
- Under Gunnel Storage Rack - (1) Rack w/4 Holders
- Seating - Leaning Post with Backrest
- Stainless Latches
- Steering - Hydraulic (Single Ram)
- Storage - Anchor
- Storage - Bow Platform Compartment
- Storage - Aft In-Deck, Port & Starboard, Insulated
- Switch Panel, Commercial, (8) switches
- Transom Door
- Hydraulic Trim Tabs
- Upholstery - Heavy Duty, Stain-Resistant, UV Protected, Premium 32 oz. Vinyl
- Windshield - Plexiglass, clear
- 140 Gallon Baffled Aluminum Fuel Tank



Donzi Z-Tech™ Advanced Performance Hull

All weights, fuel capacities and other specifications are approximate and may vary. Specifications are for base boat configurations and do not include optional equipment. Specifications are subject to change without notice. AMH reserves the right to modify or discontinue models, equipment or prices at any time without incurring obligation.

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The 230 CC will be going on GSA contract soon. Contact AMH for more information.

Contract
GS-07F-6002P

AMH Government Services
7110 21st Street East
Sarasota, FL 34243

Phone: (941) 755-7790 • Fax: (941) 758-5417 • Email: govinfo@amhmail.net

Ver. 1 / 7-12-05