

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 026-12

Contract No. _____

Project Name **Purchase Lift Truck**

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **21th day of March, 2012**, by and between **Stamm Manufacturing division of World Industrial Equipment, Inc.**, whose address is **4850 Orange Avenue, Fort Pierce, FL 34947**, ("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 **2010 Ford F-550 gasoline engine with ATR41I** as described in Exhibit "A" subject to such terms as are set in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the total sum of: **\$78,500.00** 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, **Equipment Services Attn: Buddy Bennett, 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 the following warranties: On the Ford F-550 there is a 3-year/36,000 mile factory warranty and a 5 year/50,000 mile warranty on the drive train. There is a 2-year 100% warranty on the aerial lift.

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: **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:

Stamm Manufacturing division of World Industrial Equipment, Inc.
Attention: **Chris Dillon**, Vice President
4850 Orange Avenue
Fort Pierce, FL 34947

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":

Stamm Manufacturing division of
World Industrial Equipment, Inc.
(Corporate Seal)

(Print Name: _____)

By: _____

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

Agreement for Purchase and Sale of Goods
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EXHIBIT A

TRUCK SPECIFICATIONS

1. General
 - 1.1 All unit(s) bid must meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award
 - 1.2 All specifications written are to minimums, unless otherwise noted
2. Manufacturer/Model
 - 2.1 Unit(s) bid must be new standard production model as offered for commercial trade
3. Item 1 - Cab and Chassis
 - 3.1 Engine:
 - a. Eight (8) cylinder turbo-charged diesel or gasoline
 - b. 350 horsepower
 - c. 650 ft. lbs. of torque
 - d. 110 VAC engine block heater with exterior plug mounted in or near front bumper.
 - 3.2 Transmission/Drive train:
 - a. Five (5) speed electronic automatic
 - b. Heavy duty transmission oil to water cooler
 - c. PTO capable
 - 3.3 Steering:
 - a. Hydraulic power steering

- b. Standard steering wheel
- 3.4 Brakes
- a. Hydraulic anti-lock brakes
 - b. Trailer tow package with electric brake controller. Controller shall be factory integrated.
- 3.5 Front Axle & Suspension
- a. 7,000# capacity rating front axle (4x2)
 - b. 7,000# leaf spring suspension
 - c. Heavy-duty double acting shock absorbers
- 3.6 Rear Axle & Suspension
- a. Limited slip rear axle with a minimum 13,500# capacity rating.
 - b. 13,500# rated leaf spring type suspension with auxiliary
 - c. Dual rear wheels
 - d. 4.88 Axle Ratio
- 3.7 Gross Vehicle Weight Rating
- a. 19,000#
- 3.8 Wheels/Tires
- a. 8-hole steel disc wheels (6)
 - b. Front - LT225/70Rx19.5 LR Tires to meet the rate weight of the vehicle fully loaded. Standard tread tubeless steel belted radials.
 - c. Rear - LT225/70Rx19.5 LR Tires to meet the rate weight rating of the vehicle fully loaded. Max Traction tread tubeless steel belted radials. (4)

3.9 Electrical System

- a. 12 volt, 120 amp alternator
- b. Two (2) 12volt sealed maintenance free batteries
- c. Engine oil pressure gauge
- d. Coolant temperature gauge
- e. Fuel level gauge
- f. MPH speedometer
- g. Mileage odometer
- h. Variable speed windshield wipers with electric washer pump and reservoir
- i. Lighting to comply with all state and federal regulations
- j. Trailer tow receptacle wired to color code
- k. Four factory installed up fitter accessory switches shall be provided
- l. 80 dba backup alarm

3.10 Cab

- a. Conventional type cab
- b. Two full width cab doors
- c. Adjustable front split bench seat with vinyl cover - individual adjustment for driver and passengers
- d. Seat belts for three (3) passengers
- e. Full vinyl/rubber floor covering

f. Factory installed air conditioner, heater and defroster

g. Dual trailer tow outside rear view mirrors

h. Tinted glass

i. Light Bar Type Ecco EC15-00036

3.11 Frame

a. Steel channel frame rails painted black enamel

b. Cab to Axle (CA) of 60"

c. Painted steel front bumper

d. Minimum two (2) front tow eyes fully braced to the chassis frame.

e. Trailer Hitch Receiver/Pindle hook combo type, removable with two inch ball. Two safety chain D ring hooks.

3.12 Fuel Tank

a. Minimum Forty (40) gallon fuel tank

b. Rear tank skid plate

3.13 Paint

a. Standard trim - painted school bus yellow

b. Gray interior color

LIFT TRUCK
BID PAGE

For this bid the City will accept equipment that is new or used or has been used as demonstration equipment. The City may request all repair and service records for the vehicle bid. The City reserves the right to inspect the vehicle prior to purchase. Furnish complete specifications if bidding other than specified.

Year, MAKE AND MODEL OF VEHICLE- USED EQUIPMENT (Please include mileage)

2010 Ford F-550 with ATR41I Mileage 23,799

Price \$ 78,500.00 State Warranty F-550 3 years 36,000 miles, 5 year 50,000miles drivetrain, 2 years 100% aerial