

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No.

Contract No. 12-00057

Project Name Purchase of Fleet Vehicles

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 3rd day of October, 2012, by and between **Tamiami Ford, Inc** whose address is **1471 North Airport Road, Naples FL 34104** ("Seller") and **Collier County**, a political subdivision of the State of Florida, Collier County, FL 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. This is consistent with Collier County Bid number 06-4023 in effect through March 24, 2013 (**EXHIBIT B**).
2. **Acceptance; Purchase.** Buyer shall accept the goods and pay the total sum of **2.25% below the dealers invoice price** 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, 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 as set forth by the manufacturer's warranty of the vehicle purchased.

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
735 Eighth Street South
Naples, Florida 34102-3796
Attention: A. William Moss, City Manager

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:

Tamiami Ford, Inc
1471 North Airport Road
Naples, FL 34104
Attention: Robert Sponseller, Municipal Fleet Manager

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 expiring on March 31, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

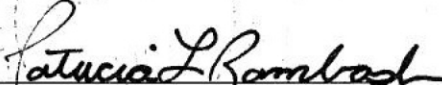
SELLER:
Tamiami Ford, Inc

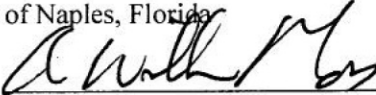

(Print Name: ROBERT C. SPONSELLER)

(Corporate Seal)
By: 
Authorized Representative

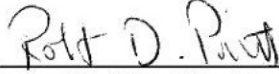
ATTEST:

BUYER


By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

City of Naples, Florida
By: 
A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: 
Robert D. Pritt
Robert D. Pritt, City Attorney

Agreement for Purchase and Sale of Goods
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EXHIBIT A

Department	Project Name	C.I.P. #	Funding Source	Description
Police	Patrol Cars	13H01	340-1120-521-60-70	5 Taurus Interceptors
Police	Criminal Investigation	13H03	340-1119-521-60-70	1 Fusion, 1 Explorer
Utilities	Service Truck W/D	13L06	420-2034-533-60-70	1 F-450 With Utility Body and Crane
Utilities	Service Truck W/W/C	13N22	420-3043-535-60-70	1 F-250
Utilities	Service Truck U/M	13X05	420-4070-536-60-70	1 F-450 With Utility Body and Crane
Utilities	Administration Vehicle S/W	13P20	450-1270-534-60-70	1 F-150
Building	Vehicle Addition	13B02	110-0602-524-60-70	1 Escape
Building	Vehicle Replacement	13B04	110-0602-524-60-70	1 Escape

EXHIBIT B

JUL-24-2012 12:49 From: 239-413-3799

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June 21, 2012

Mr. Robert Sponseiler
Municipal Fleet Manager
Tamiami Ford, Inc.
1471 North Airport Road
Naples, FL 34104
Fax: 643-4569
Email: sponse52@yahoo.com

Re: Extension of Contract # 06-4023 "Purchase Fleet Vehicles"

Dear Mr. Sponseller:

The above contract will expire September 29, ~~2012~~²⁰¹³. In order to maintain required service levels in the interim, we request an extension of your contract as provided for in the Collier County Purchasing Policy until March 24, 2013 or until the new contract is awarded, whichever is sooner. The previous contract will be terminated on issuance of the new contract.

If you are agreeable to extension of the referenced contract, please indicate your intentions by providing the appropriate information as requested below:

I am agreeable to extending the present contract for the time period indicated under the same terms and conditions as the existing contract.

I am not agreeable to extension of this contract.

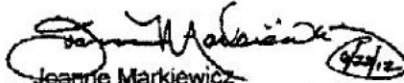


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Re: Extension of Contract # 06-4023 "Purchase Fleet Vehicles"

Your prompt attention is urgently requested. Please return this letter to the Purchasing Department, with your response as soon as possible. You may fax your response to: 239-252-6592 or email brendareaves@colliergov.net. If you have any questions you may contact me at 239.252.6020.

Best regards,

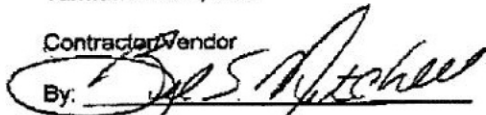


Jeanne Markiewicz
Interim Director - Purchasing / General Services

Acceptance:

Tamiami Ford, Inc.

Contractor/Vendor

By: 

Signature

Brenda S. Mitchell, GM

Typed Name and Title

(Corporate Officer)

Date: 7-24-2012

Bid Response

FROM: TAMIAMI FORD, INC

DUE: July 10, 2006 at 2:30 p.m.

Board of County Commissioners
Collier County Government Center
Naples, Florida 34112

RE: **BID No. 06-4023 - "Purchase of Fleet Vehicles"**

Dear Commissioners:

The undersigned, as bidder, hereby declares that he has examined the specifications and informed himself fully in regard to all conditions pertaining to the furnishing and delivery of fleet vehicles per the attached specifications. The Bidder further declares that the only persons, company or parties interested in this Bid to be entered into as principals are named herein; that this bid is made without connection with any other person, company or companies submitting a Bid and it is all respects fair and in good faith, without collusion or fraud.

The undersigned submits and agrees, if this bid is accepted, to contract with the County to furnish work and products in complete accordance with the aforementioned bid specifications at the following percentage discount below dealer's invoice price as defined:

2.25 ^(RFB) %

Any discounts or terms must be shown on the Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than 15 days payment be offered.

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

Addenda received (if applicable): #1 _____ #2 _____ #3 _____

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the County.

The undersigned do agree that should this Bid be accepted, to execute the form of contract and present the same to the County Purchasing Director for approval within fifteen (15) days after being notified of the awarding of the Contract.

The undersigned do further agree that failure to execute and deliver said forms of contract within fifteen (15) days, will result in damages to the County.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 05 day of JULY, 2006 in the County of COLLIER, in the State of FLORIDA

TAMIAMI FORD, INC
Firm's Complete Legal Name

1471 NORTH AIRPORT ROAD
(Address)

NAPLES, FLORIDA 34104
(City, State, ZIP)

Phone No. (239) 643-3673
Fax No. 643-4569

- Check one of the following:
- Sole Proprietorship
 - Corporation or P.A. State of FLORIDA
 - Limited Partnership
 - General Partnership

By: ROBERT C. SPONSELLER
Robert C. Sponseller
Typed and Written Signature
MUNICIPAL FLEET MANAGER
Title

ADDITIONAL CONTACT INFORMATION

Send Payments To:
(REQUIRED ONLY if different from above) _____
(Company Name used as Payee)

SAME AS ABOVE
(Address)

(City, State, ZIP)

Contact Name SAME AS ABOVE Phone No. _____
Title _____ FAX No. _____
Email address: _____

Office Servicing Collier County Account
/Place Orders/Request Supplies
(REQUIRED ONLY if different from above) _____
(Address)

(City, State, ZIP)

Contact Name _____ Phone No. _____
Title _____ FAX No. _____
Email Address: _____

Note: If you choose to bid, please submit an ORIGINAL and ONE COPY of your response pages.