

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 16-003

Clerk Tracking No. 15-00190

Project Name: **Purchase Heavy-Duty Large Commercial Trucks**

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 2nd day of December 2015, by and between STEELE TRUCK CENTER, INC., a Florida Profit Corporation whose address is 2150 Rockfill Road; Fort Myers, Florida 33916 ("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 in each order placed based off of **Attachment A-1** pricing structure which is attached and made part of this Agreement and as stated in **Proposal RFP 16-003** herein referenced and made a part of this Agreement and as subject to such terms as are set forth in the Proposal and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay an amount that is not to exceed the negotiated cost of each ordered Heavy-Duty Large Commercial Truck ordered in accordance with the terms of this Agreement and shall be paid in the manner set forth in 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 each ordered Heavy-Duty Large Commercial Truck and in accordance with the performance of this Agreement.

4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within thirty (30) days after the goods are received by Buyer.

5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to the Buyer at **City of Naples; Attention: Utilities Department; 370 Riverside Circle; Naples, Florida 34102.** Delivery of the goods and services to Buyer shall occur as outlined in each ordered Heavy-Duty Large Commercial Truck.

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 the 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 the 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 or at time of delivery, 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 of 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: Manufacturer's warranty will apply. **Seller shall provide all warranty documentation at time of delivery.**

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within five (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 five (5) days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's facility. When such goods are confirmed or acquiesced as nonconforming, Seller will ship conforming goods within thirty (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, except Software, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **The CONTRACTOR shall:** (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY; and (e) Promptly notify the CITY of any public records request.

14. **Description/Proposal Documents.** The terms and conditions of **(RFP) Request for Proposal No. 16-003** which is herein referenced and made a part hereof shall be incorporated herein as a part of this Agreement.

15. **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 the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and 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 (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

**To Seller:**

Steele Truck Center, Inc.  
2150 Rockfill Road  
Fort Myers, Florida 33916  
Attention: **John Schwind**, Sales Representative  
FEIN Number: On-File

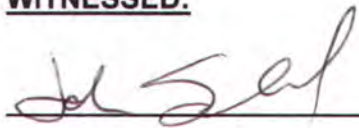
Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.


16. **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.

17. **Effective Date.** This Agreement shall commence on **12/02/2015 and be valid through 12/31/2018** and shall have with mutual agreement of the Seller and Buyer the option for (2) two 1/year renewal options.

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

**WITNESSED:**


  
\_\_\_\_\_

  
\_\_\_\_\_  
Printed Name

**ATTEST:**

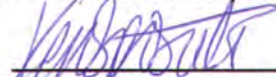
By:   
\_\_\_\_\_  
Patricia L. Rambosk, City Clerk

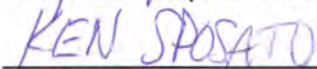
Approved as to form and legal sufficiency:

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

**SELLER:**

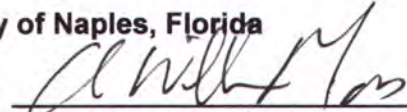
Steele Truck Center, Inc.

By:   
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Printed Name

**BUYER:**

City of Naples, Florida

By:   
\_\_\_\_\_  
A. William Moss, City Manager



# REQUEST FOR PROPOSAL

CITY OF NAPLES  
 PURCHASING DIVISION  
 CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
 NAPLES, FL 34102  
 PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 10/12/15	TITLE <b>Purchase Heavy-Duty Large Commercial Trucks</b>	NUMBER: 16-003	OPENING DATE & TIME: 11/03/2015 2:00 PM
PRE-PROPOSAL DATE, TIME AND LOCATION: <b>None</b>			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: <i>Steele Truck Center, Inc</i>	
MAILING ADDRESS: <i>2150 Rockfill Rd</i>	
CITY-STATE-ZIP: <i>Fort Myers FL 33916</i>	
PH: <i>239 334 7300</i>	EMAIL: <i>jjs@steeletruck.com</i>
FX: <i>239 334 4676</i>	WEB ADDRESS: <i>steeletruck.com</i>
AUTHORIZED SIGNATURE <i>John Schul</i>	DATE <i>11-3-15</i>
PRINTED NAME/TITLE <i>John Schulwind -Sales Rep.</i>	
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer 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 proposer.	
FEL/EIN Number <i>650223405</i>	
Please Initial by all that apply I acknowledge receipt/ review of the following addendum <input checked="" type="checkbox"/> Addendum #1      _____ Addendum #2      _____ Addendum #3      _____ Addendum #4	

## Cover Sheet

### PLEASE NOTE THE FOLLOWING

- > This page **must be completed and returned** with your proposal.
- > Proposals must be **submitted in a sealed envelope, marked with bid number & opening date.**
- > All submissions must be received and date stamped by Purchasing staff prior to the above "**OPENING DATE & TIME**".
- > Submission received after the above opening date and time will not be accepted.
- > Evaluation scores will be available on the City of Naples web site [www.naplesgov.com](http://www.naplesgov.com). **If you do not have computer access** and want a copy of the evaluation scores, please enclose a stamped, self-addressed envelope with your proposal.

## Bid Number 16-003 Purchase Heavy-Duty Large Commercial Trucks

Due to the varied discount structure Mack Trucks offers on the different models in our product line up, I am including a separate Proposal Pricing Response Form for the four different model families. Each sheet identifies the appropriate model family and the corresponding discount or additional percentage based on the net invoice price for that model.

\* This discount percentage applies to all Mack MRU and LR Chassis

### PROPOSAL PRICING RESPONSE FORM

RETURN WITH PROPOSAL UNDER TAB 1

The Vendor proposes and agrees if this Bid is accepted, to contract, either by a City issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

\* 1. Percentage figure below total dealer invoice price: 2.4% %

The City of Naples reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.

2. Directed Work Items

The following rates are being requested and may be graded as part of the selection criteria and incorporated into proposed contracts for any future maintenance work or repairs that may be required.

Standard Labor Rate \$ 105 Per Hour

"After Hour" Labor Rate \$ 105 Per Hour

Holiday Labor Rate \$ 105 Per Hour

Material mark-up for any parts of supplies required for maintenance and repairs:

25 %

Any discounts or terms must be shown on the Bid 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 fifteen (15) days payment be offered.

Prompt Payment Terms: Net % 30 Days; Net Days

#### Service Facilities

In order to insure that the City will be able to maintain and repair equipment purchased, the vendor shall operate a service facility capable of performing all repairs, maintenance, and warranty associated with the equipment they represent. This facility shall be stocked with common replacement and high wear parts, as may be designated by the equipment manufacturer, and approved by the City. This service facility shall be located within a reasonable distance of Naples, Florida 34102.

Name of Facility Steele Truck Center, Inc.

Address 2150 Rockfill Rd Fort Myers, FL 33916

\* This additional percentage applies to all Mack GU713 and GU813 models

**PROPOSAL PRICING RESPONSE FORM**

RETURN WITH PROPOSAL UNDER TAB 1

The Vendor proposes and agrees if this Bid is accepted, to contract, either by a City issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

\*1. Percentage figure ~~below~~ <sup>above</sup> total dealer invoice price: + 3.5% %

The City of Naples reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.

2. Directed Work Items

The following rates are being requested and may be graded as part of the selection criteria and incorporated into proposed contracts for any future maintenance work or repairs that may be required.

Standard Labor Rate	\$ <u>105</u>	Per Hour
"After Hour" Labor Rate	\$ <u>105</u>	Per Hour
Holiday Labor Rate	\$ <u>105</u>	Per Hour

Material mark-up for any parts of supplies required for maintenance and repairs:

25 %

Any discounts or terms must be shown on the Bid 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 fifteen (15) days payment be offered.

Prompt Payment Terms: Net % 30 Days; Net Days

**Service Facilities**

In order to insure that the City will be able to maintain and repair equipment purchased, the vendor shall operate a service facility capable of performing all repairs, maintenance, and warranty associated with the equipment they represent. This facility shall be stocked with common replacement and high wear parts, as may be designated by the equipment manufacturer, and approved by the City. This service facility shall be located within a reasonable distance of Naples, Florida 34102.

Name of Facility Steele Truck Center, Inc

Address 2150 Rockfall Rd Ft Myers FL 33916

\* This additional percentage applies to all Mack CHU + CXU models

**PROPOSAL PRICING RESPONSE FORM**

RETURN WITH PROPOSAL UNDER TAB 1

The Vendor proposes and agrees if this Bid is accepted, to contract, either by a City issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

\* 1. Percentage figure ~~below~~ <sup>above</sup> total dealer invoice price: +4.3 %

The City of Naples reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.

2. Directed Work Items

The following rates are being requested and may be graded as part of the selection criteria and incorporated into proposed contracts for any future maintenance work or repairs that may be required.

Standard Labor Rate \$ 105 Per Hour

"After Hour" Labor Rate \$ 105 Per Hour

Holiday Labor Rate \$ 105 Per Hour

Material mark-up for any parts of supplies required for maintenance and repairs:

25 %

Any discounts or terms must be shown on the Bid 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 fifteen (15) days payment be offered.

Prompt Payment Terms: Net % 30 Days; Net Days

**Service Facilities**

In order to insure that the City will be able to maintain and repair equipment purchased, the vendor shall operate a service facility capable of performing all repairs, maintenance, and warranty associated with the equipment they represent. This facility shall be stocked with common replacement and high wear parts, as may be designated by the equipment manufacturer, and approved by the City. This service facility shall be located within a reasonable distance of Naples, Florida 34102.

Name of Facility Steele Truck Center, Inc

Address 2150 Rockfill Rd Ft Myers FL 33916



This additional percentage applies to all Mack GV433 and GV533 models

**PROPOSAL PRICING RESPONSE FORM**

RETURN WITH PROPOSAL UNDER TAB 1

The Vendor proposes and agrees if this Bid is accepted, to contract, either by a City issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

\*1. Percentage figure ~~below~~ <sup>above</sup> total dealer invoice price: +7 %

The City of Naples reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.

2. Directed Work Items

The following rates are being requested and may be graded as part of the selection criteria and incorporated into proposed contracts for any future maintenance work or repairs that may be required.

Standard Labor Rate \$ 105 Per Hour

"After Hour" Labor Rate \$ 105 Per Hour

Holiday Labor Rate \$ 105 Per Hour

Material mark-up for any parts of supplies required for maintenance and repairs: 25 %

Any discounts or terms must be shown on the Bid 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 fifteen (15) days payment be offered.

Prompt Payment Terms: Net % 30 Days; Net Days

**Service Facilities**

In order to insure that the City will be able to maintain and repair equipment purchased, the vendor shall operate a service facility capable of performing all repairs, maintenance, and warranty associated with the equipment they represent. This facility shall be stocked with common replacement and high wear parts, as may be designated by the equipment manufacturer, and approved by the City. This service facility shall be located within a reasonable distance of Naples, Florida 34102.

Name of Facility Steele Truck Center, Inc.

Address 2150 Rockfill Rd Ft Myers, FL 33916

Contact Name/Number John Schwind

Name and Title of individual completing this schedule:

John Schwind  
(Printed Name)

Sales Rep.  
(Title)

John Schwind  
(Signature)

11-2-15  
(Date)

*Please attach an additional sheet if more space is needed.*

###

## Bid Number 16-003 Purchase Heavy-Duty Large Commercial Trucks

### Vendor's Ability to Provide Mack Trucks

Steele Truck Center, Inc has been the authorized Mack dealer serving Southwest Florida since November of 1990. Located at 2150 Rockfill Rd in Fort Myers, Fl, the dealership provides new Mack Trucks along with parts and service support for Lee, Collier, Charlotte, Glades, Hendry, Desoto and Highlands counties. Steele Truck Center, Inc is owned by Ted and Sue Steele, residents of Fort Myers since purchasing the dealership in 1990. Our dealership has a long track record of successful relationships with local companies in the refuse, construction and transportation industries. We enjoy strong relationships with our vendors that supply the specialized body equipment often required on the new trucks purchased by the City of Naples. The combination of Mack Trucks national position in the industry, coupled with the relationships we have built at the dealer level, allow us to provide an optimum level of design and production expertise required in providing the specialized equipment for your fleet.

We have worked with all of the major manufacturers of solid waste related body equipment. Including, but not limited to:

McNeilus

E-Z Pack

Heil

Leach

New Way

Galbreath

Roll –Offs USA

K-Pack

McClain

As a result of Mack Trucks historic success in the refuse and construction industries, any reputable supplier of related body equipment has experience with a Mack chassis. This makes it simple for all involved when putting a completed unit together for specific use.

## Bid Number 16-003 Purchase Heavy-Duty Large Commercial Trucks

### Service Location

Steele Truck Center, Inc is located at 2150 Rockfill Rd Fort Myers, Fl 33916. Our service and parts operations are open Monday-Friday from 7:30 am to 8 PM. We are the only authorized Mack Trucks warranty provider in Southwest Florida. Our Dealership includes over 30 employees dedicated to providing parts and service support to our customers. Our staff members regularly participate in Mack Trucks training programs and comply with all factory required certifications. In some cases, we are able to send technicians to the City of Naples to expedite the repair process.

We also have technicians that have completed the certification process for work on Cummins CNG/LNG equipped trucks. This puts us in a position to provide a comprehensive and effective level of support for your vehicle operation.

**Bid Number 16-003 Purchase Heavy-Duty Large Commercial Trucks****Value Added Information**

In addition to being the area's authorized Mack Truck dealer and the successful long-term relationships with the specialized body manufactures, Steele Truck Center, Inc has enjoyed a close working relationship with the City of Naples. Our parts and service personnel have come to know the vehicle operations, systems, and personnel from the various departments at the City of Naples. This truly displays the greatest benefit of working with a local provider. We take great pride in our products and services and even greater pride in the relationships we have with our local customers. This commitment resulted in Steele Truck Center, Inc being named as the Southeast Region Dealer of the year by Mack Trucks, Inc. You can be sure that there was significant competition for this prestigious award, but the commitment to supporting our local customers carried the day! Our staff features many industry veterans with decades of experience that have also been recognized on a national level for their individual performance.