

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 015-12

Contract No. _____

Project Name **Purchase Variable Frequency Drives**

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **2nd day of February, 2012**, by and between **CED/Raybro** whose address is **4325 Domestic Avenue Suite B, Naples, FL 34104** ("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 **variable frequency drives** 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 not to exceed **\$50,000.00 annually** 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, **Utilities Attn: Ben Copeland, Budget & C.I.P. Manager, 380 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 5 years 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: 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:

**CED/Raybro
Attention: Paul Kunkel, Manager
4325 Domestic Avenue, Suite B
Naples, FL 34104**

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 **for a period of five years with extended warranty pricing.**

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

ATTEST:

(Print Name: _____)

"SELLER":

CED/Raybro

(Corporate Seal)

By: _____
Paul Kunkel, Manger

ATTEST:

By: _____
Tara A. Norman, City Clerk

"BUYER"

City of Naples, Florida

By: _____
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

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BID SCHEDULE

Voltage	Manufacturer: Square D	Model	HP	Unit Cost	Extended Warranty Pricing (Square D Part #)		
					SQD- VFDWAR- EXTEND1 (1-year)	SQD- VFDWAR- EXTEND2 (2-year)	SQD- VFDWAR- EXTEND3 (3-year)
208/240 V		ATV12HO75M2	1	\$ 115.00	\$ Included	\$ Included	\$ 5.00
		ATV12HU15M2	2	\$ 150.00	\$	\$	\$ 5.00
		ATV12HU22M2	3	\$ 180.00	\$	\$	\$ 5.00
208/240 V		ATV31HU11M3 X	1.1	\$ 190.00	\$	\$	\$ 5.00
		ATV31HU15M3 X	1.5	\$ 220.00	\$	\$	\$ 10.00
		ATV31HU22M3 X	2.2	\$ 250.00	\$	\$	\$ 10.00
		ATV31HU30M3 X	3	\$ 290.00	\$	\$	\$ 10.00
		ATV31HU40M3 X	5	\$ 340.00	\$	\$	\$ 15.00
		ATV31HU55M3 X	5.5	\$ 442.00	\$	\$	\$ 20.00
		ATV31HU75M3 X	7.5	\$ 535.00	\$	\$	\$ 20.00
		ATV31HD11M3 X	11	\$ 708.00	\$	\$	\$ 30.00
		ATV31HD15M3 X	15	\$ 911.00	\$	\$	\$ 40.00
400/480 V		ATV31HU11N4	1.1	\$ 237.00	\$	\$	\$ 10.00
		ATV31HU15N4	1.5	\$ 263.00	\$	\$	\$ 10.00
		ATV31HU22N4	2.2	\$ 303.00	\$	\$	\$ 15.00
		ATV31HU30N4	3	\$ 343.00	\$	\$	\$ 15.00
		ATV31HU40N4	5	\$ 364.00	\$	\$	\$ 15.00
		ATV31HU55N4	5.5	\$ 455.00	\$	\$	\$ 20.00
		ATV31HU75N4	7.5	\$ 555.00	\$	\$	\$ 20.00
		ATV31HD11N4	11	\$ 733.00	\$	\$	\$ 30.00
		ATV31HD15N4	15	\$ 910.00	\$	\$	\$ 40.00

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208/240 V	ATV61HO75M3	1	\$ 337.00	\$ Included	\$ Included	\$ 15.00
	ATV61HU15M3	2	\$ 350.00	\$	\$	\$ 15.00
	ATV61HU22M3	3	\$ 403.00	\$	\$	\$ 20.00
	ATV61HU30M3	4	\$ 489.00	\$	\$	\$ 20.00
	ATV61HU40M3	5	\$ 547.00	\$	\$	\$ 20.00
	ATV61HU55M3	7.5	\$ 683.00	\$	\$	\$ 30.00
	ATV61HU75M3	10	\$ 838.00	\$	\$	\$ 35.00
	ATV61HD11M3 X	15	\$ 1063.00	\$	\$	\$ 50.00
	ATV61HD15M3 X	20	\$ 1336.00	\$	\$	\$ 60.00
	ATV61HD18M3 X	25	\$ 1439.00	\$	\$	\$ 70.00
	ATV61HD22M3 X	30	\$ 1753.00	\$	\$	\$ 85.00
	Manufacturer: Square D				Extended Warranty Pricing (Square D Part #)	
Voltage	Model	HP	Unit Cost	SQD- VFDWAR- EXTEND1 (1-year)	SQD- VFDWAR- EXTEND2 (2-year)	SQD- VFDWAR- EXTEND3 (3-year)
208/240 V	ATV61HD30M3 X	40	\$ 2249.00	\$ Included	\$ Included	\$ 110.00
	ATV61HD37M3 X	50	\$ 2690.00	\$	\$	\$ 130.00
	ATV61HD45M3 X	60	\$ 3090.00	\$	\$	\$ 150.00
	ATV61HD55M3 X	75	\$ 3815.00	\$	\$	\$ 170.00
	ATV61HD75M3 X	100	\$ 4586.00	\$	\$	\$ 230.00
	ATV61HD90M3 X	125	\$ 5845.00	\$	\$	\$ 290.00
400/480 V	ATV61HO75N4	1	\$ 399.00	\$	\$	\$ 20.00
	ATV61HU15N4	2	\$ 450.00	\$	\$	\$ 20.00
	ATV61HU22N4	3	\$ 528.00	\$	\$	\$ 25.00
	ATV61HU30N4	4	\$ 595.00	\$	\$	\$ 25.00
	ATV61HU40N4	5	\$ 612.00	\$	\$	\$ 30.00
	ATV61HU55N4	7.5	\$ 687.00	\$	\$	\$ 30.00
	ATV61HU75N4	10	\$ 835.00	\$	\$	\$ 40.00
	ATV61HD11N4	15	\$ 980.00	\$	\$	\$ 40.00
	ATV61HD15N4	20	\$ 1200.00	\$	\$	\$ 60.00
ATV61HD18N4	25	\$ 1366.00	\$	\$	\$ 60.00	

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ATV61HD22N4	30	\$1485.00	\$ Included	\$ Excluded	\$ 70.00
ATV61HD30N4	40	\$1830.00	\$	\$	\$ 80.00
ATV61HD37N4	50	\$2153.00	\$	\$	\$ 100.00
ATV61HD45N4	60	\$2700.00	\$	\$	\$ 130.00
ATV61HD55N4	75	\$3115.00	\$	\$	\$ 150.00
ATV61HD75N4	100	\$3550.00	\$	\$	\$ 170.00
ATV61HD90N4	125	\$3900.00	\$	\$	\$ 170.00
ATV61HC11N4	150	\$4410.00	\$	\$	\$ 230.00
ATV61HC13N4	200	\$5065.00	\$	\$	\$ 240.00
ATV61HC16N4	250	\$5720.00	\$	\$	\$ 250.00
ATV61HC22N4	350	\$6540.00	\$	\$	\$ 320.00
ATV61HC25N4	400	\$8050.00	\$	\$	\$ 400.00
ATV61HC31N4	500	\$11600.00	\$	\$	\$ 580.00
ATV61HC40N4	600	\$15500.00	\$	\$	\$ 770.00
TELEMECANI QE *model UVW3A 1101	VFD REMOTE KEY PAD	\$ 64.00	\$	\$	\$ Included
TELEMECANI QUE *model VW3A 1102	KEY PAD REMOTE MOUNTI NG	\$ 27.00	\$	\$	\$
TELEMECANI QUE * model VW3A 1103	KEY PAD REMOTE DOOR	\$ 22.00	\$	\$	\$
TELEMECANI QUE * model VW3A 1104 R30	KEY PAD CABLE	\$ 17.00	\$	\$	\$ ↓
	Totals:	\$123,626.00	\$ ↓	\$ ↓	\$ 5860.00

2% discount if paid by the 10th of the month following the invoice month.

If you choose to bid please submit an original and one copy.

End of Exhibit A