

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **17th day of May, 2005**, by and between **Pitney Bowes** whose address is **6297 E. Linebaugh Avenue, Tampa, FL 33625** ("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 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 \$20,287.00** 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, 735 8th Street South, 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, attached hereto and made a part of as Exhibit "B" at 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. **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: Dr. Robert E. Lee, 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:

Pitney Bowes
Attention: Randy Coppens
6297 W. Linebaugh Avenue
Tampa, FL 33625

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 who 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.

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

ATTEST:

"SELLER":
Pitney Bowes

(Corporate Seal)

(Print Name: _____)

By: _____
Authorized Representative

ATTEST:

"BUYER"

City of Naples, Florida

By: _____
Tara A. Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

BID SCHEDULE

DELIVERED PRICE TO FURNISH ONE
FOLDER/INSERTER, AS SPECIFIED

\$ 18,817

ANNUAL MAINTENANCE COST:

\$ 1,470

MAXIMUM SIZE PAPER
MACHINE WILL ACCEPT:

9x16

MAXIMUM WEIGHT PAPER
MACHINE WILL ACCEPT:

32 LB

MAKE AND MODEL OFFERED:

DI 600 (DI600)

TIME OF DELIVERY: 30 DAYS ARO.

PROMPT PAY TERMS: N/A % N/A DAYS.

WARRANTY INFORMATION- ALL PARTS, LABOR AND
SERVICE CALLS ARE INCLUDED FOR 90 DAYS
FROM INSTALLATION DATE.

PITNEY BOWES CUSTOMER SATISFACTION GUARANTEE

Pitney Bowes Mailing Systems is committed to providing our State of Florida customers with the finest products backed by the highest quality care and service. **As long as you continually maintain coverage with a Pitney Bowes equipment maintenance agreement / software agreement after warranty**, Pitney Bowes promises to provide the following:

Guaranteed Product Performance - For all products purchased or leased from this contract, we guarantee performance to our specifications for the initial term of your Term Rental Agreement or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation, a replacement product does not perform as specified, you will be entitled to an equipment refund. **Should a malfunction occur due to the use of a non-Pitney Bowes consumable supply or unapproved software / hardware modification, this guarantee will not apply. Any type of third party maintenance will void all product guarantees.**

Guaranteed Statewide Service - Our statewide service force will respond to service and preventative maintenance requests as part of your equipment maintenance agreement. If we find that we cannot return your equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Product Information and Ordering Information

Please check the contract page titled "ORDERING INSTRUCTIONS".

Questions

Please contact: Chip Davin, Government Account Manager
1800-322-800 ext 22165
E-Mail Address: (chip.davin@pb.com)

Equipment Maintenance

For Equipment Repair Call: 1-800-522-0020 (Please have the model and serial number ready)

Equipment Maintenance Terms and Conditions

1. Pitney Bowes will provide maintenance and emergency service as required, including new (or equivalent to new) parts and assemblies needed due to normal wear. For electronic scales, Pitney Bowes will repair or replace the unit.
2. You may call for emergency repair or maintenance service during our normal working hours. There will be no hourly charges if Equipment is Rented/Leased or there is a current, active Pitney Bowes Equipment Maintenance Agreement on the equipment being serviced, unless Pitney Bowes performs service outside those hours. Lubricants and other materials needed to service your equipment, except consumable supplies and rate program software for electronic scales, are provided without additional charge.
3. Not included as normal wear is coverage for repairs made necessary due to negligence, misuse, external force, loss of electrical power, power fluctuation, **non Pitney Bowes service or the use of supplies not meeting our specifications.**