

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 18-036

Clerk Tracking No. 2018-00028

Project Name: **Purchase of Trailer Mounted Mixerpump**

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 21st day of **March 2018**, by and between **THE STRONG COMPANY, INC.**, an Arkansas Corporation whose address is 4505 Emmett Sanders Road; Pine Bluff, Arkansas ("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 **Attachment A-1** which is attached and made part of this Agreement and as stated in **Invitation to Bid (ITB) 18-036** herein referenced and made a part of this Agreement and as subject to such terms as are set forth in the Invitation to Bid and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay an amount that is not to exceed \$67,150.00 as indicated in **Attachment A-1 Scope & Basis of Compensation**.

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 in accordance with the performance of this Agreement.

4. **Rate and Time of Payment.** Buyer will make an initial payment to Seller of \$27,150.00 dollars to place item into production and shall make final payment to Seller for the goods within thirty (30) days after the goods are inspected, received and accepted 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 Maintenance – Wastewater Collections Division; 380 Riverside Circle; Naples, Florida 34102**. Delivery of the goods and services to Buyer shall occur **between 8:00am and 3:00pm, Monday through Friday**.

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/ITB, 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 SELLER 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 Invitation to Bid (ITB) No. 18-036 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

EL

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:

The Strong Company, Inc.
4505 Emmett Sanders Road; Pine Bluff, Arkansas 71601
Attention: **Emily Lanier**, National 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 **March 21, 2018** and be valid through delivery and acceptance of **Strong-Seal 35C-4 Spraymate Trailer Mounted Mixerpump with and estimated delivery date of 05/31/2018.**

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

SELLER WITNESSED:

By: *Laurel Maranto*

LAUREL MARANTO
Printed Name

SELLER:

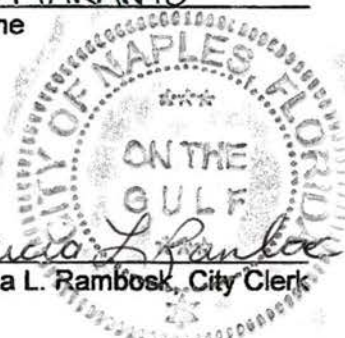
The Strong Company, Inc.

By: *Emily Lanier*
Authorized Representative

Emily Lanier
Printed Name

ATTEST:

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



BUYER:

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

EL

City of Naples FL
Purchase of Trailer Mounted Mixerpump
ITB NO. 18-036
Strong-Seal 35C-4 Spraymate

1. **PURPOSE**

The purpose of this bid is to obtain competitive pricing for the purchase of One (1) Strong-Seal 35C-4 Spraymate, as specified in the Minimum Specifications herein, for the City of Naples Wastewater Collections Division.

2. **PRICES/DELIVERY**

- 2.1. All prices quoted will include delivery to the City of Naples Wastewater Collections Division, 380 Riverside Circle, Naples, Florida 34102.
- 2.2. All prices will remain in effect for sixty (60) days from the official bid opening date.
- 2.3. The successful bidder shall make delivery of the specified equipment within the vendors specified delivery date listed on the bid tabulation sheet, from receipt of the official City of Naples purchase order.

3. **BID EXCEPTIONS**

Any exceptions to the specifications contained in this bid must be clearly noted on a separate sheet of paper and included with the bid proposal.

4. **TECHNICAL INFORMATION/DOCUMENTATION FOR BID REVIEW**

Bidders shall include all technical and operational information with their bid proposal on all items that they propose to furnish to the City. An itemized list of all equipment and parts, proposed, shall be furnished with the bid.

5. **AWARD**

An award, if any, will be made to the lowest responsible bidder meeting specifications.

6. **INFORMATION**

All questions and requests shall be directed to the Purchasing Division. The contact phone number is (239)-213-7100, and the fax number is (239)-213-7105.

**MINIMUM SPECIFICATIONS
STRONG-SEAL 35C-4 SPRAYMATE**

The spray machine shall be a Strong-Seal 35C-4 Spraymate, or approved equal. If an equal product is bid, bidder must prove the machine is capable of being manufactured and performing to the same specifications as the Strong-Seal 35C-4 Spraymate.

Strong-Seal 35C-4 Spraymate specifications:

The **SPRAYMATE** tandem machine is designed to batch mix, and pump a cementitious slurry for coating of manholes.

Machine specifications per the following:

MIXER: Contrablend design, twin ribbon paddles with Neoprene wiper blades, slurry seal packing support bearings on all shafts. Mixer to empty without tilting. Body construction of twin interconnected horizontal positioned mild steel drum, capacity 6 cubic feet.

PUMP: Optimized #60 full progressive cavity pump, chrome rotor, natural rubber stator, with 2.5 cubic foot wet material holding hopper. Discharge rate variable from 0-10 GPM @ 0 PSI.

AIR SYSTEM: Jenny GCU 24 cfm air compressor @ 100 PSI, complete with air reservoir, filter, safety valve and pressure gauge.

POWER TRAIN: 30 HP Duetz, 3 cylinder air-cooled diesel engine driving hydraulic pump and air compressor.

TANDEM AXLE TRAILER: Dual 3,500 lb. capacity axles and slipper springs and 14" radial tires. Brakes, running lights and all components mounted to a tubular steel trailer with pintle hitch.

WATER STORAGE SYSTEM: 1" water meter with direct reading dial, manual on-off, hydraulic driven transfer water pump complete with on-off control valve, 200 gallon storage tank.

CONTROL SYSTEM: Hydraulic system to allow for variable speed control of mixer and pump. System to include on/off function for mixer and on/off/reverse function for pump. System to include all necessary safety valves and controls for safe operation of system.

HYDRAULIC SYSTEM: Variable displacement pressure compensated piston pump with fixed displacement gear pump, 30-gallon hydraulic oil reservoir.

ADDITIONAL COMPONENTS: System shall be complete with:

- (1) 25 ft. section of 1 ¼" plaster hose,
- (1) Straight Spray Nozzle,
- (1) 2"x1-1/4" pressure gauge, and

(1) 3,500 psi high pressure washer. Unit completely assembled and painted beige.

TRAINING: Successful bidder shall provide a minimum of three (3) days of on-site training for the Strong-Seal 35C-4 Spraymate, and shall be included as part of the bid price.

Strong-Seal[®]

SYSTEMS

THE TECHNOLOGY LEADER IN MANHOLE REHABILITATION

"WE PROVE IT EVERYDAY"

The Complete Solution for all Mixing and Pumping Jobs

Completely mobile, all components mounted on a tandem axle trailer can be towed with a pick-up truck. This is the dependable, efficient machine for the installation of cementitious material to rehabilitate structures.



Strong-Seal[®] 35C-4 SprayMate[®]

The Complete Solution for Mixing and Pumping

Engine

Deutz, 30hp, Deisel, Air Cooled.

Optional Engines: Contact The Strong Company, Inc. for other engine options.

Mixer

Patented 6 cubic ft. Double-Drum Mixer, Variable Speed, Hydraulically Operated via Mechanical Drive, Counter Rotating Ribbon Paddles, Rubber Lined.

Options include: Adjustable Packing Chambers and Outboard Bearings. Hydraulically Operated Mixer Door, UHMW liner

Material Pump

#60 Progressive Cavity Design Pump, Chrome Rotor, Natural Rubber Stator, 2.5 cubic ft. Wet Material Holding Hopper, Variable Output 0-10gpm @0 psi.

Options include: Carbide Rotor, 6 cubic ft. Material Blender, Material Hose Pressure Gauge, UHMW Liner for Hopper

Water System

200-Gallon Water Tank, Belt Driven Water Pump, Analog Water Meter

Options include: Hydraulic Powered High Pressure Washer, Digital Water Meter

Hydraulic System

Variable Displacement Pressure Compensated Piston Pump with Fixed Displacement Gear Pump, 30-Gallon Hydraulic Oil Reservoir

Options include: Hydraulic Oil Cooler

Air System

Englo compressor, belt driven, 27cfm Displacement, 24cfm Free Air at 100 psi.

Optional Compressor: Contact The Strong Company, Inc.

Frame

Made of Tubular Steel, Tandem Axle, 14" Tires, Slipper Spring Suspension, Electric Brakes, Running Lights, Ball or Pintle Hitch

Options: Contact The Strong Company, Inc.

Dimensions

Length: 16'Width: 6'3"Height: 6'6"Weight: 4500lbs.



4505 EMMETT SANDERS RD • PINE BLUFF, AR 71601

PHONE 1-800-982-8009 • (870) 535-7617

FAX (870) 850-6933

www.strongseal.com

E-MAIL info@strongseal.com

Strong Mfg. Co. manufactures this machine for The Strong Company, Inc.

BID SCHEDULE

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1. Strong-Seal 35C-4 Spraymate as Specified.	1 Each	\$ <u>21,400</u>
All installation, Dealer Prep, Testing, Training and Delivery of the unit shall be inclusive of the Total Bid Price		
2. OPTIONAL ACCESSORIES provided by the manufacturer:		
(A) Spare parts kit for pump (P/N 88000439) consisting of one stator, one connecting rod, one set of pins, one set of boots, one set of packing, and two grommets	1 Each	\$ <u>960</u>
(B) Spare parts kit for straight nozzle	1 Each	\$ <u>120</u>
(C) 50 foot section of 1 1/4" material hose quick-coupled	1 Each	\$ <u>730</u>
(D) 25 foot section of 1 1/4" material hose quick-coupled (P/N 88002016)	1 Each	\$ <u>540</u>
(E) Rubber lined mixer	1 Each	\$ <u>1,600</u>
(F) High pressure washer 5,000 psi (in lieu of standard)	1 Each	\$ <u>1,800</u>
All installation, Dealer Prep, Testing, Training and Delivery of the unit shall be inclusive of the Total Bid Price.		

GRAND TOTAL BID: \$ 67,150

Delivery of equipment 603 Days.
Prompt Pay Terms N/A % N/A Days

NOTE: Attach all bid exceptions, drawings, and required documentation to this page.

Company Name: The Strong Company, Inc.

EIN: 71-0814639

Email: emilylanier@strongseal.com

Name and Title of individual completing this schedule:
EMILY LANIER NATIONAL SALES REP
(Printed Name) (Title)

Emily Lanier 2/20/19
(Signature) (Date)

T H E
Strong Company

QUOTE #: 11-110-506

DATE: 02/20/2018

COMPLETION DATE: As Noted

PAYMENT TERMS: As Noted

ATTENTION: City of Naples

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1 35C	<p>SPRAYMATE tandem machine to batch mix, and pump a cementitious slurry for coating of manholes. Machine specifications per the following:</p> <p>MIXER: Contrablend design, twin ribbon paddles with Neoprene wiper blades, slurry seal packing support bearings on all shafts. Mixer to empty without tilting. Body construction of twin interconnected horizontal positioned mild steel drum, capacity 5 cubic feet.</p> <p>PUMP: Optimized #60 full progressive cavity pump with holding hopper. Discharge rate variable from 0-10 GPM.</p> <p>AIR SYSTEM: Jenny GCU 24 cfm air compressor, complete with air reservoir, filter, safety valve and pressure gauge.</p> <p>POWER TRAIN: 30 HP, 3 cylinder air-cooled diesel engine driving hydraulic pump and air compressor.</p> <p>TANDEM AXLE TRAILER: Dual 3,500 lb. capacity axles and slipper springs and 14" radial tires. Brakes, running lights and all components mounted to trailer.</p>	

WATER STORAGE SYSTEM: 1" water meter with direct reading dial, manual on-off, hydraulic driven transfer water pump complete with on-off control valve, 200 gallon storage tank.

CONTROL SYSTEM: Hydraulic system to allow for variable speed control of mixer and pump. System to include on/off function for mixer and on/off/reverse function for pump. System to include all necessary safety valves and controls for safe operation of system.

ADDITIONAL COMPONENTS: System complete with:

- (1) 25 ft. section of 1 1/4" plaster hose,
- (1) Straight Spray Nozzle,
- (1) 2"x1-1/4" pressure gauge, and
- (1) 3,500 psi high pressure washer. Unit completely assembled and painted beige.

TOTAL COST - F.O.B. PINE BLUFF, AR \$61,400.00

OPTIONS:

YES NO

- (1) Spare parts kit for pump (P/N 88000439) consisting of one stator, one connecting rod, one set of pins, one set of boots, one set of packing, and two grommets. **\$960.00**
- Spare parts kit for straight nozzle **\$120.00**
- 50 foot section of 1 1/4" material hose quick-coupled . . **\$730.00**
- 25 foot section of 1 1/4" material hose quick-coupled . . **\$540.00**
(P/N 88002016)
- Rubber lined mixer **\$1,600.00**
- High pressure washer 5,000 psi (in lieu of standard) **\$1,800.00**

COMPLETION DATE:

- 8 to 10 weeks after receipt of order and down payment.
- Seller is not responsible for delays in delivery due to circumstances beyond seller's control.
- Balance due before releasing for shipment.

This quote is valid for 30 days.

CONDITIONS:

Customer agrees to take delivery within 30 days after notification that equipment is ready for delivery under terms for payment as stated before. Failure to do so gives The Strong Company, Inc. the right to reschedule customer's order to a later production date.

Prepared by:

Accepted:



 Emily Lanier

Date Accepted:

**1 YEAR LIMITED WARRANTY**

March 12, 2018

Owner: City of Naples, Florida
735 8th Street South
Naples, FL 34102

This warranty applies to one (1) Strong-Seal® SprayMate 35-C.

WARRANTY REQUIREMENTS

The Strong Company, Inc. reserves the right through inspection to determine whether any claim is the result of a mechanical failure as set forth herein (not from damage or neglect).

Any claim made under this warranty may require further investigation in order to determine if a mechanical failure has occurred. In order to assist in the examination of a claim it is the obligation of any party making a claim to comply with all assessment requests by The Strong Company, Inc.

DISCLAIMER

THE SOLE REMEDY OF THE CITY OF NAPLES, FL SHALL BE REPAIR OF THE MACHINE, INCLUDING LABOR AND COSTS DIRECTLY RELATED TO THE REPAIR.

NO OTHER REMEDY INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE TO THE CITY OF NAPLES, FL.

THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPHS SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

THIS WARRANTY IS BEGINS ON THE DATE OF DELIVERY AND IS EFFECTIVE FOR ONE YEAR.

A handwritten signature in black ink that reads "Emily Lanier".

Emily Lanier
National Sales Representative

The Strong Company, Inc.
4505 Emmett Sanders Road • Pine Bluff, AR 71601
(870) 535-7617 • 800-982-8009 • Fax (870) 850-6933
Website: www.strongseal.com
Email: info@strongseal.com