

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. 20-019
Clerk Tracking No. 2020-00034
Project Name: Generator Purchase

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 11th day of March 2020, by and between **Zabatt Engine Services, Inc., dba Zabatt Power Systems**, a Florida Corporation whose address is 4612 Highway Avenue; Jacksonville, Florida 32254 ("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 **Attachment A-1** pricing structure which is attached and made part of this Agreement and as stated in **Invitation to Bid (ITB) 20-019** 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 a Department's adopted budget at the indicated pricing in **Attachment A-1 Basis of Compensation** with an **expenditure not exceeding \$50,000.00 in Fiscal Year 2020** and as 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 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: Streets and Traffic Operations; 295 Riverside Circle; Naples, Florida 34102. Contact Info: Dave Rivera, Supervisor. Telephone: 239-213-5011.** 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. 20-019 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: **Charles T. Chapman IV**, 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:

Zabatt Engine Service, Inc., dba Zabatt Power Systems
4612 Highway Avenue; Jacksonville, Florida 32254

Attention: **J. Michael Sabatier**, President 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 2020** and be valid through **09/30/2020**. **Delivery of Generators must be within forty-five (45) calendar days after receipt of Buyer's City of Naples Purchase Order.**

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

SELLER WITNESSED:

By: Jennifer Moser
Jennifer Moser
Printed Name

SELLER:

**Zabatt Engine Services, Inc.
Dba Zabatt Power Systems**

By: J. Michael Sabatier
Authorized Representative
J. MICHAEL SABATIER
Printed Name

ATTEST:

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

BUYER:

City of Naples, Florida
By: Charles T. Chapman IV
Charles T. Chapman IV, City Manager

Approved as to form and legal sufficiency:

By: James D. Fox
James D. Fox, City Attorney

BID TABULATION ITB 20-019 Generator Purchase

\$991ea

Item No.	Description	Unit	Quantity	Unit Price	Total Price	Make & Model
1	New portable, gas engine generators	EA	40	\$ 39,640	\$ 39,640	Cummins Onan P4500i

Total Price written in words:
Thirty-Nine Thousand Six Hundred Forty Dollars

NOTE 1:

ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS IN THE BID DOCUMENT.

NOTE 2:

NOTE: taking exception to item 11 " DC output - automotive batteries charging output - 12A"; please see attached spec sheet for details

FAILURE TO SUBMIT ALL REQUIRED ITEM SPECIFICATIONS AND IN THE REQUIRED FORMAT WILL RESULT IN THE BIDDER BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION OF BID.

This solicitation has potential for P-Card Payment. Does your company accept

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		X	
Is there an additional charge for credit card payment?	X		plus 3%
Discount for early payment?		X	
Prompt payment terms: _____ % _____ Days; Net 30 Days		X	

Company Name: Zabatt Engine Services, Inc. dba Zabatt Power Systems

EIN: 59-1889271

Email: sales@zabatt.com

Name and Title of individual completing this schedule:

J. Michael Sabatier

President

(Printed Name)

(Title)

X
 (Signature)

02/24/2020

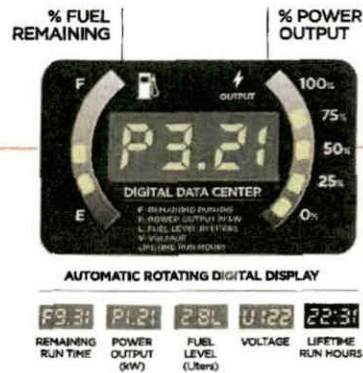
(Date)

**POWER YOUR
WORLD.**

NEW

Onan P4500i

4500 Watt Digital Inverter Gasoline Portable Generator
3700 Running Watts | 4500 Peak Watts



- **PUSH BUTTON & REMOTE START**

Pull cord backup

- **QUIET & DURABLE**

Double-insulated

- **PARALLEL CAPABLE**

Capable of paralleling with another P4500 inverter generator.

- **FUEL EFFICIENT**

3.4 gallon fuel tank that runs 18 hrs at 25% load

- **LIGHTWEIGHT**

At 98 lbs, and with a telescopic handle and wheels it's lighter and easier to manage.



Onan P4500i

Inverter Generator Features and Specifications

- RV and camper ready with 30A TT-30R outlet
- Two 5V USB ports for charging sensitive electronics such as phones or tablets
- Telescoping handle and wheels for easy transportation
- Dependable 7.3 HP 224cc OHV 4-Stroke engine
- Parallel capable with another P4500 inverter generator to reach 50A of power
- 3-Year Warranty

Part Number	A058U955	Run Time at 9650 Load (hrs.)	15 hrs.
Gasoline Peak Watts	4500	Gasoline Fuel Gauge	Yes
Gasoline Running Watts	3700	Choke type	Automatic
Peak Amps at 120V	37.5 amps	AC Outlets	(1) 120V 30A (TT-30R) (1) Duplex 120V 20A (5-20R)
Running Amps at 120V	30.8 amps	DC Outlets	(2) 5V USB ports
AC Voltage	120 Volts	Ground	Floating Neutral
DC Voltage	5 Volts	Covered Outlets	Yes
AC Frequency	60 Hz	Transfer Switch Ready	No
Parallel Capable	Yes	GFCI Outlets	No
Engine Horse Power (HP)	7.3 HP	LED Data Center	Yes
Total Harmonic Distortion (THD)	<3%	RV Ready Outlet	Yes
Automatic Voltage Regulator (AVR)	Yes	Overload Protection (circuit breaker)	Yes
Starting System	Electric, Remote, Recoil	Handle Style	Telescoping Handle
Battery Included	Yes	Emissions	EPA, CARB
Battery Charger Included	Yes	Canada CSA Compliant	Yes
Remote Start Fob Included	Yes (paired at factory)	Wheel Kit Included	Yes (assembled)
Remote Start Distance (yards/meters)	109 yd. (100 m.)	Wheel Size	5.5 in. Diameter, 1.5 in. Thick
Engine Displacement	224cc	Spark Arrestor	Yes
Engine Brand	Ducar	Residential Warranty	3 Years
Engine Type	OHV 4 Stroke	Commercial Warranty	1 Year
Engine Speed	Variable	Assembled Length in. (mm)	24.5 in. (622 mm)
Engine RPM	Max 3600	Assembled Width in. (mm)	18.25 in. (463 mm)
Operational Volume	As low as 52 dBA	Assembled Height in. (mm)	20.5 in. (520 mm)
Spark Plug (included)	Torch E6RTC	Carton Length in. (mm)	30.3 in. (768 mm)
Carburetor Kit Required to Operate at Altitude	Yes, above 2000ft	Carton Width in. (mm)	19.5 in. (495 mm)
Economy Mode Switch	Yes	Carton Height in. (mm)	21 in. (533 mm)
Built-in Inverter	Yes	Dry Unit Weight lb. (kg)	98 lb. (44 kg)
Engine Lubrication	Splash	Shipping Weight lb. (kg)	104 lb. (47 kg)
Recommended Oil	SAE 10W30		
Oil Bottle Size (included)	.6 qt. (20.3 oz.)		
Oil Capacity (Quarts/Ounces)	.6 qt. (20.3 oz.)		
Low Oil Shutdown	Automatic		
Fuel Type	Unleaded Gasoline, 10% Ethanol or less		
Fuel Shut Off	Manual		
Fuel Tank Material	Steel		
Fuel Tank Capacity (Gallons/Liters)	3.4 gal. (12.8 L)		
Run Time at 9625 Load (hrs.)	18 hrs.		

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