

## AGREEMENT FOR PURCHASE AND SALE OF GOODS

**Bid/Proposal No.**                    ITB 20-057

**Clerk Tracking No.**                2020-00140

**Project Name:**                      **Purchase of Treatment Plant Chemicals**

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS** (the "Agreement") is made this **7<sup>th</sup> day of October 2020**, by and between **LHOIST NORTH AMERICA OF ALABAMA, LLC**, an Alabama Limited Liability Company whose address is 1479 Town Center Drive, Suite 229; Lakeland, Florida 33803 ("**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 **Invitation to Bid (ITB) 20-057** 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 Annual Estimated expenditure of \$1,925,111.00 for Item-2 Titled Quicklime of indicated ITB at a rate of \$326.29 per ton** 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 the following locations: **City of Naples; Attention: Water Treatment Plant; 1000 Fleischmann Boulevard; 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. 20-057 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, 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:**

Lhoist North America of Alabama, LLC  
1479 Town Center Drive, Suite 229; Lakeland, Florida 33803  
Attention: J. Dale James, Sales Manager FEIN Number: On-File (AL)


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 October 7, 2020 and be valid through 09/30/2022 and shall have with mutual agreement of the Seller and Buyer the option of three (3) 1/year renewals.

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

**SELLER WITNESSED:**

By:   
Rachel GRAMAN  
Printed Name

**SELLER:**

Lhoist North America of Alabama, LLC  
By:   
Authorized Representative  
RONALD D. THOMPSON  
Printed Name

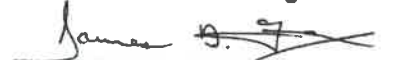
**ATTEST:**

By:   
Patricia L. Rambosk, City Clerk

**BUYER:**

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

Approved as to form and legal sufficiency:

By:   
James D. Fox, City Attorney

**SCHEDULE OF VALUES  
RFP [ITB] 20-057  
Purchase of Treatment Plant Chemicals ITB**

ITEM	CHEMICAL	BRAND	EST. ANNUAL USAGE	UNIT COST	UNIT	TOTAL
1	Chlorine	No Bid	405 Tons		/TON	
2	Quicklime	Lhoist North America	5,900 Tons	326.29	/TON	1,925,111.00
3	Aluminum Sulfate (ALUM)	<b>NO Bid</b>	160 Dry Tons		/DRY TON	
4	Carbon Dioxide	No Bid	180 Tons		/TON	

**This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES \_\_\_ NO<sup>x</sup> \_\_\_**

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	N/A
Discount for early payment?		x	
Prompt payment terms: 0 ___ % 0 ___ Days; Net 30 Days		x	

Company Name: Lhoist North America of Alabama, LLC

EIN: 63-1002780

Email: dales.james@lhoist.com

Name and Title of individual completing this schedule:

Dale James

Sales Manager

(Printed Name)

(Title)

x  
(Signature)



09/11/2020

(Date)