

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the "First Amendment") to the Agreement for Purchase and Sale of Goods is made and entered into this **17th day of March, 2004** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and **Gateway Companies, Inc.** (the "Contractor").

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Purchase and Sale Agreement, **dated October 16, 2002** (the "Original Agreement") for **the purchase and sale of Gateway computers** ('Project'); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment to provide for an increase in the amount of computers to be purchased, pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. The scope of services shall be amended hereto and incorporated herein for the provision of **purchases of computers, in an amount not to exceed \$120,000 for FY 2004.**
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

"SELLER":

**GATEWAY COMPANIES, INC.**

(Corporate Seal)

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

"BUYER"

City of Naples, Florida

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney



Account Executive: **Brad Danke**  
 Phone: **800-846-2042 x25944**  
 Fax: **605-232-2715**  
 E-Mail: **brad.danke@gateway.com**  
 Contract Number: **Florida #250-000-03-1**

Company Name: **City of Naples**  
 Attention: **STEVE WEEKS**  
 Address:  
 Phone:  
 Fax:  
 E-Mail:  
 GW Quote #: **0213623-SP**  
 Quote Date: **02/13/04 10:57 CST**

## E-4100-C

### System Quote

**Operating System:** Microsoft® Windows® XP Professional  
**AntiVirus Software:** Norton AntiVirus 90 day Introductory Offer  
**Processor:** Intel® Pentium® 4 Processor 2.8GHz w/ Hyper-Threading Technology and 800MHz FSB  
**Chipset:** Intel® 865G chipset  
**Memory:** 512MB PC2700 333MHz DDR SDRAM dual-channel  
**Hard Drive:** 40GB ultra ATA100 7200rpm hard drive  
**Controller Card:** Integrated ultra ATA100 and serial ATA150 controllers  
**Floppy and/or IOMEGA Drive:** 3.5" 1.44MB diskette drive  
**Optical Drive:** 48x/24x/48x CD-RW  
**Case:** 6-bay mid-tower case w/ front audio ports and 250-watt power supply  
**Expansion Slots:** In 4-bay small form factor case: 1 PCI and 1 AGP  
 In 6-bay mid-tower case: 3 PCI and 1 AGP  
**External Ports:** (8) USB 2.0 (2 in front and 6 in back), (1) Serial, (1) Parallel, (2) PS/2, (1) RJ-45  
 Integrated LAN, (1) VGA, (1) Audio In/Out, (1) Microphone, front audio ports  
**Certification:** Energy Star Compliant  
**Monitor:** 18" LCD Flat Panel Display Analog/Digital (18.1" viewable)  
**Video:** 32MB NVIDIA™ GeForce2 MX200 AGP Graphics  
**Keyboard:** 104+ Keyboard  
**Mouse:** Logitech USB Optical Wheel Mouse and Gateway mouse pad  
**Sound System:** Integrated Sound Blaster compatible audio  
**Speakers:** 2-piece speaker solution  
**Network Adapter:** Integrated Intel® 10/100/1000 Ethernet (Gigabit) adapter  
**Extended Service Plan Including Limited Warranty:** 3Yr Parts, Labor, Onsite, Limited HW&SW  
**Tech Support for as long as you own it**  
**LANDesk Software:** Intel® LANDesk Client Manager Software v6.3  
**Personalized Help Desk - Gateway PC Support:** 3 years of Personalized Help Desk — Gateway PC support  
**CIS Options:** Custom Software Download/Image (software media and licensing additional)  
 (minimum of 20 units required)

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**Configured Price: US \$1,325.00 each – with a minimum order of 20 units**