

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this **18th day of May, 2005**, by and between **Gateway Companies, Inc., whose address is 610 Gateway Drive, PO BOX 2000, North Sioux City, SD 57049** ("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 an amount not-to-exceed \$118,296.00** 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, 295 Riverside Circle, 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 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/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:

Gateway Companies, Inc.
610 Gateway Drive
PO BOX 2000
North Sioux City, SD 57049
Attention: Brad Danke, Account Executive

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

15. **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.

16. **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":
Gateway Companies, Inc.

(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



Account Executive: **Brad Danke**
 Phone: 800-211-4952 x 25944
 Fax: 605-232-2590
 E-Mail: Brad.danke@gateway.com
 Contract Number: 250-000-03-01

Company Name: **City of Naples**
 Attention: **DESKTOP CONFIG #3**
 GW Quote #: **0226004-SP**
 Quote Date: **02/26/05 6:22 CST**

E-4300 6-Bay

System Quote

Part Number: 1008372
 Operating System: Microsoft® Windows® XP Professional Edition (SP2)
 Restoration Kit: Blank CDR Restore Kit CD
 AntiVirus Software: Norton AntiVirus 90 day introductory offer
 Processor: Intel® Pentium® 4 Processor 540J (3.2GHz) Added \$37.00
 Chipset: Intel® 915G Chipset with DDR 2 Support
 Memory: 512MB DDR2 Dual Channel 400MHz SDRAM (2-DIMMs)
 Hard Drive: 80GB Serial ATA150 7200rpm hard drive w/ 2MB cache Added \$20.00
 Controller Card: Integrated ultra ATA100 and serial ATA150 controllers
 Floppy and/or IOMEGA Drive: 3.5" 1.44MB diskette drive
 Optical Drive: 16x Double-Layer Multi-Format DVD±R±RW/CD-R/RW recorder
 Case: 6-bay mid-tower case w/ front audio ports and 305-watt dual-voltage power supply
 Expansion Slots: 1 PCI-E x 16 (available for graphics card option), 1 PCI-E x 1, and 2 full height PCI slots
 External Ports: (6) USB 2.0 (2 in front and 4 in back), (1) IEEE 1394 FireWire in back, (1) Serial, (2nd Serial Port available upon request part # 6612285), (1) Parallel, (2) PS/2, (1) RJ-45 Integrated LAN, (1) VGA, (1) Microphone, front audio ports
 Certification: Energy Star Compliant
 Recycling Fee: My order is not shipping to California - no recycling fee required
 Video: Integrated Intel® Graphics Media Accelerator 900 with up to 128MB shared memory
 Monitor: FPD1940 19" Black LCD Flat Panel Display (19" viewable) Added \$270.00
 Keyboard: Gateway 104+ Keyboard (PS/2)
 Mouse: Gateway 2-Button USB Optical Wheel Mouse and mouse pad
 Sound System: Integrated Sound Blaster compatible audio
 Speakers: Gateway 2.0 (2-piece) Speaker Solution
 Modem: 56K PCI data/fax modem
 Network Adapter: Integrated Marvell 10/100/1000 Twisted Pair Ethernet
 Extended Service Plan including Limited Warranty: Desktop Value Plus Service Plan -- 4 year part/labor/NBD on-site/4 year technical support Added \$40.00
 Keep Your Hard Drive Program: 4 Yr. Keep Your Hard Drive plan (requires 4 Yr. or greater warranty)
 LANDesk Software: Intel® LANDesk Client Manager Software v6.3 Added \$10.00
 Custom: (1) City of Naples Hard Drive Image Duplication (1-like config/2 unique system images) (Part#: 1506827) Added \$75.00

Configured Price: US \$1,145.00
 System Quantity: 80
 Total Price: US \$91,600.00

Options:

Processor: Intel® Pentium® 4 Processor 560J with HT Technology (3.60GHz, 800MHz FSB, 1MB L2 cache) add: \$290.00
Operating System Software Backup Media: Microsoft® Windows® XP Professional (SP2) Backup CD Add: \$10.00 per
Drivers and Application Software Backup Media: E-Series 4300 Drivers and Applications CD, Power DVD 2-Channel Backup Media, Nero 6 Suite Backup Media Add: \$15.00 per
Video: ATI Radeon X600XT Pro 128MB/128bit memory with DVI and TV out add: \$125.00