

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 7th day of June, 2006, 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 \$110,000.00** 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



610 Gateway Drive
North Sioux City, SD 57049

Phone: 800.779.2000
Fax: 605.232.2023

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: 735 8th St S, Naples, FL 34102
Phone: (239) 213-5101
Fax: (941) 434-4659
E-Mail: sweeks@naplesgov.com
GW Quote #: **0502467**
Quote Date: 05/02/06 11:30 CDT

E-4500D

System Quote

Part Number: 1008486

Operating System: Microsoft® Windows® XP Professional Edition (SP2)

Operating System Software Backup Media: Microsoft® Windows® XP Professional (SP2) Backup CD

Application Software Backup Media: Nero 6 Suite Backup Media (requires CD-RW drive), Power DVD Backup Media (requires DVD-ROM or DVD-RW drive)

Drivers Backup Media: E-4500 Drivers and Application Backup Media

Security Software: Norton AntiVirus 90 day introductory offer

Manageability Software: Gateway System Manager

Processor: Intel® Pentium® D Processor 920 featuring two processing cores (2.80GHz, 800MHz FSB, 2x2MB cache, non-HT EM64T)

Chipset: Intel® 945G Chipset with DDR 2 Support

Trusted Platform Module: TPM - Embedded security chip for user authentication and data protection (version 1.2 ready)

Memory: 1024MB PC5300 Dual-Channel DDR2 667MHz SDRAM (2-512MB modules)

Controller Card: Integrated Ultra ATA100 and Serial ATA II/300 controllers

Hard Drive: 160GB Serial ATA II/300 7200rpm hard drive w/ 8MB cache

Floppy and/or IOMEGA Drive: Not Selected

Optical Drive: 16x Double-Layer Multi-Format DVD±R±RW/CD-R/RW recorder

Case: 6-bay micro-BTX mid-tower case w/ front audio ports and 305-watt power supply

Controller: IEEE 1394 (FireWire) PCI Card (1 in front and 2 in back)

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) Serial, (1) Parallel, (2) PS/2, (1) RJ-45 Integrated LAN,

(1) VGA, (1) Microphone, front audio ports

Certification: Energy Star Compliant

Monitor: Monitor not selected

Monitor Cable: Belkin DVI-D Dual Link Cable (6607885)

Recycling Fee: My order is not shipping to California - no recycling fee required

Video: DVI Adapter (PCIe x 16 ADD2 Card) Works with Integrated Graphics to Provide DVI Out

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

Network Adapter: Integrated Broadcom 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

Additional Software: Adobe® Acrobat Reader® 7.0 and Google Toolbar

Standard Training: Not Selected

Custom: (1) Hard Drive Image Duplication (Part#: 9519429)

System Quantity: 75

Configured Price (including S&H): US \$859.00

Delivered Price (including S&H): US \$64,425.00

Comments:

Additional Items for STATEMENT OF WORK:

| 10. STATEMENT OF WORK | | | | 11. QUOTE | | |
|--------------------------------------|---|--|-----------------|---|-------------------|---------------|
| ITEM NO. (a) | COMMODITY CODE / SUPPLIES/SERVICES (b) | Refurbished=1 Remanufactured=2 (c) | QUANTITY (d) | UNIT (e) | UNIT PRICE (a) | AMOUNT (b) |
| 2 | Intel Pentium D920+ w/1gb 800fsb mem Mid-tower case/keyboard/optical mouse DVD-RW 16x, 160GB 7200 disk Microsoft XP Pro w/SP2 Integrated Audio w/external speakers 4+ USB 2.0 Ports, 2 Firewire Ports Integrated Network Adaptor 10/100/1000 Backup Software (DVD) & Load City Image DVI Video Adaptor & Cable Four year warranty & support ----- | | 75 | each | \$859.00 | \$64,425.00 |
| 3 | 19" LCD Analog/Digital Flat Panel Display ----- Notes: Multiple delivery locations within Naples Two City Images to pre-load on systems Staggered shipments may be preferable Inside delivery / Do not pallet shipments | | 67 | each | * \$265.00 | \$17,755.00 |
| | | | | * if purchased at point of sale with a desktop unit. includes 4 yr warranty | | |
| 12. DISCOUNT FOR PROMPT PAYMENT ▶ 0% | | | | CALENDAR DAYS | | |
| | | | | NUMBER OF DAYS | | PERCENTAGE |
| | | | | NET 30 DAYS | | |



610 Gateway Drive
North Sioux City, SD 57049

Phone: 800.779.2000
Fax: 605.232.2023

Account Executive: **Brad Danke**
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E-Mail: brad.danke@gateway.com
Contract Number: Florida #250-000-03-1

Company Name: **City of Naples**
Attention: **STEVE WEEKS**
Address: **735 8th St S, Naples, FL 34102**
Phone: (239) 213-5101
Fax: (941) 434-4659
E-Mail: sweeks@naplesgov.com
GW Quote #: **0502467.01**
Quote Date: **05/02/06 12:59 CDT**

E-4500D


System Quote

Part Number: 1008486
Operating System: Microsoft® Windows® XP Professional Edition (SP2)
Operating System Software Backup Media: Microsoft® Windows® XP Professional (SP2) Backup CD
Application Software Backup Media: Nero 6 Suite Backup Media (requires CD-RW drive), Power DVD Backup Media (requires DVD-ROM or DVD-RW drive)
Drivers Backup Media: E-4500 Drivers and Application Backup Media
Security Software: Norton AntiVirus 90 day introductory offer
Manageability Software: Gateway System Manager
Processor: Intel® Pentium® D Processor 940 featuring two processing cores (3.20GHz, 800MHz FSB, 2x2MB cache, non-HT EM64T) with 400-watt power supply
Chipset: Intel® 945G Chipset with DDR 2 Support
Trusted Platform Module: TPM - Embedded security chip for user authentication and data protection (version 1.2 ready)
Memory: 2048MB PC5300 Dual-Channel DDR2 667MHz SDRAM (2-1024MB modules)
Controller Card: Integrated Ultra ATA100 and Serial ATA II/300 controllers
Hard Drive: 160GB Serial ATA II/300 7200rpm hard drive w/ 8MB cache
Floppy and/or IOMEGA Drive: Not Selected
Optical Drive: 16x Double-Layer Multi-Format DVD±R±RW/CD-R/RW recorder
Case: 6-bay micro-BTX mid-tower case w/ front audio ports and 305-watt power supply
Controller: IEEE 1394 (FireWire) PCI Card (1 in front and 2 in back)
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) Serial, (1) Parallel, (2) PS/2, (1) RJ-45 Integrated LAN, (1) VGA, (1) Microphone, front audio ports
Certification: Energy Star Compliant
Monitor: Monitor not selected
Recycling Fee: My order is not shipping to California - no recycling fee required
Video: Integrated Intel® Graphics Media Accelerator 950 with up to 224MB shared memory
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
Network Adapter: Integrated Broadcom 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
Additional Software: Adobe® Acrobat Reader® 7.0 and Google Toolbar
Standard Training: Not Selected

Custom: (1) Hard Drive Image Duplication (Part#: 9519429)

System Quantity: 6
 Configured Price (including S&H): US \$988.00
 Delivered Price (including S&H): US \$5,928.00

Comments:

| CITY OF NAPLES REQUEST FOR QUOTATION <i>(This is not an order)</i> | | RESTRICTED TO VENDORS LISTED ON STATE OF FLORIDA TERM CONTRACT # 250-000-03-1 IN ACCORDANCE WITH CHAPTER 287.056(3) FLORIDA STATUTES AND TERMS OF THE ABOVE STATE TERM CONTRACT | | PAGE OF PAGES 1 2 | | |
|---|--|--|--|---|--|------------|
| 1. RFQ NO. | | 2. DATE ISSUED 04/26/06 | | 4. DELIVER BY (Date) 09/30/06 | | |
| 3a. ISSUED BY City of Naples Florida | | 3b. FOR INFORMATION CALL: (No collect calls) | | 5. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) | | |
| Name JF Workman | | TELEPHONE NO. / FAX NO. / E-MAIL 239-213-7100 | | 7. DESTINATION | | |
| 6. TO | | a. Name of Consignee Steve Weeks / City of Naples | | b. Street Address 295 Riverside Circle | | |
| a. Name Brad Danke | | b. Company Gateway | | c. City Naples | | |
| c. FEIN or SPURS NUMBER: 46-0431398 | | d. Street Address 610 Gateway Drive | | d. State FL | | |
| d. Street Address 610 Gateway Drive | | e. City North Sioux City | | e. Zip Code 34102 | | |
| e. City North Sioux City | | f. State SD | | g. Zip Code 57049 | | |
| 8. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A OR ON BEFORE CLOSE OF BUSINESS (Date) 05/11/06 | | IMPORTANT: This is a REQUEST for QUOTATION, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the issuing party in Block 3. This request does not commit the CITY OF NAPLES to pay any costs incurred in the preparation of the submission on this quotation or to contract for supplies and services. Any representations and/or certifications attached to this RFQ must be completed by the quoter. | | | | |
| 9. NOTE: Additional provisions and representations <input type="checkbox"/> are <input checked="" type="checkbox"/> are not attached | | | | | | |
| 10. STATEMENT OF WORK | | | | 11. QUOTE | | |
| ITEM NO. (a) | COMMODITY CODE / SUPPLIES/SERVICES (b) | Refurbished=1 Remanufactured=2 (c) | QUANTITY (d) | UNIT (e) | UNIT PRICE (a) | AMOUNT (b) |
| 1 | Intel Pentium CPU d940 w/2gb 800fsb mem Mid Tower Case, Keyboard, Optical Mouse DVD-RW 16x, 160GB 7200 disk Microsoft XP Professional w/SP2 Integrated Audio & External Speakers 4+ USB 2.0 ports, 2 Firewire Ports Integrated Network Adaptor 10/100/1000 Backup Software (DVD) & Load City Image PCIe 16x slot Matrox QID LP PCIe Graphics Card Four year warranty & support | | 6 | each | \$988.00 | \$5,928.00 |
| | | | 6 | | \$784.00 NOT INSTALLED | \$4,704.00 |
| 12. DISCOUNT FOR PROMPT PAYMENT ▶ 0 | | | | CALENDAR DAYS NUMBER OF DAYS PERCENTAGE NET 30 DAYS | | |
| 13. NAME AND ADDRESS OF QUOTER | | | 16. Company does <input checked="" type="checkbox"/> does not accept the Florida State Purchasing Card | | | |
| a. NAME OF QUOTER GATEWAY COMPANIES INC. | | | 17. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 18. DATE OF QUOTATION 5-11-2006 | |
| b. STREET ADDRESS 610 GATEWAY DRIVE | | |  | | | |
| c. COUNTY UNION | | | | | | |
| d. CITY NORTH SIOUX CITY | e. STATE SD | f. ZIP CODE 57049 | a. NAME (Type or Print) JIM SOBASKI | | b. TELEPHONE 800-211-4952 | |
| 14. FLORIDA CERTIFIED MINORITY VENDOR OR WOMAN-OWNED BUSINESS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | | 15. MINORITY DESIGNATION | c. TITLE (Type or Print) SR. MGR. BIDS/PROPOSALS | | d. E-MAIL OR FAX NO. 605-232-2701 / proposals@gateway.com | |

Last printed 1/29/2003 4:45 PM