

**AGREEMENT FOR PURCHASE AND SALE OF GOODS**

**Bid/Proposal No.**

**Contract No.** \_\_\_\_\_

**Project Name**    **Phone System**

**THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement")** is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Selpan Interactive, Inc., whose address is 838 10<sup>th</sup> Street South, Naples, FL 34102 ("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 the total not-to-exceed sum of: \$264,100.00 for the goods 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 Attn: Steve Weeks, 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: A. William Moss, 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: Selpan Interactive, Inc.  
Address: 838 10<sup>th</sup> Street South  
Naples, FL 34102  
Attention: Mark Jackson, CTO

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

14. **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.

15. **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":  
**Selpan Interactive, Inc.**

(Corporate Seal)

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

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

ATTEST:

"BUYER"

City of Naples, Florida

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

By: \_\_\_\_\_  
A. William Moss, City Manager

Approved as to form and legal sufficiency:

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

Agreement for Purchase and Sale of Goods  
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Date Submitted: 8/27/2009  
 Quote Number: N211021

Quote presented to:  
 The City of Naples  
 City Manager  
 735 Eighth Street South  
 Naples, FL 34102

Quote presented by:  
 Selpan Interactive, Inc.  
 Mark Jackson - CTO  
 838 10th Street S  
 Naples, FL 34102  
 (239) 404-8782

This quote is to replace the current phone systems and move the City Of Naples to one VoIP TeleVantage Solution saving approximately \$100k per year.

## TeleVantage Base Phone System

### Component and Description

|   |  |          |
|---|--|----------|
| 1 | <b>TeleVantage Release 8.X PBX Systems Ordered</b><br>Other Features<br>Conference Call Capability<br>Open Standards Architecture<br>Scalable software for future growth (up to 288 trunks, 720 stations)<br>Modular Intel voice processing hardware for easy expansion<br>DID/Direct line extensions<br>Capability for multiple audio on-hold (music and messages)  | Included |
|   | <b>Voice Mail (VM)</b><br>Up to 100,000 voice mail boxes (virtually unlimited)<br>35 HRS / GB of VM storage (virtually unlimited upgrade capacity)<br>Local and remote access to mailboxes<br>Real-time message screening and retrieval<br>Automated callback from voicemail<br>Email / pager notification   | Included |
|   | <b>Auto Attendant (AA)</b><br>Multiple attendants (virtually unlimited)<br>Multi-level menus (virtually unlimited)<br>Dial-by-name directory<br>Automated business hour and holiday attendant scheduling<br>Multi-language support   | Included |
|   | <b>Workgroup/Automatic Call Distribution (ACD)</b><br>Multiple workgroups (virtually unlimited)<br>Multiple distribution options (simultaneous, round robin, top down)   | Included |
|   | <b>Voice-over-IP (VoIP) Licenses Ordered</b><br>H.323 Standard or SIP VoIP Gateway<br>Multiple site tie-in (standard extension dialing)<br>Remote connectivity via IP Phone/handsets   | Included |
|   | <b>Unified Messaging (UM)</b><br>Voice mail to email integration<br>Microsoft Exchange / voice mail synchronization  | Included |
|   | <b>Advanced Call Handling</b><br>"Follow me" call forwarding with custom caller prompts (opting to voice mail)<br>Inbound caller announce and message screening<br>Personalized call routing and greetings via caller ID or PIN # call handling (up to 999 PIN #s)<br>Customized call routing (based on caller, personal status and time of day)<br>User call conferencing capabilities (up to 7 parties)<br>Personal Status settings (Available, Do Not Disturb, Out of Office, etc.) | Included |
|   | <b>CRM Integration</b><br>Inbound screen pops from CRM or Contact Manager application<br>Outbound point-and-click dialing from CRM or Contact Manager application  | Included |
|   | <b>IVR Interface and Software Development Kit (SDK)</b><br>ODBC-compliant database integration (to the desktop)<br>Industry-standard APIs including Microsoft COM & TAPI   | Included |
|   | <b>System Management Tools</b><br>Graphical User Interface (GUI) administration and management tools<br>Remote administration across network<br>Easy to administer moves, adds & changes (MACs)  | Included |

|  |   |                      |                      |
|--|---|----------------------|----------------------|
|  | Call routing and cost control through Automatic Route Selection (ARS) |                      |                      |
|  | System alerts via email and event log                                 |                      |                      |
|  | System-wide call log  |                      |                      |
| <hr/>  |   |                      |                      |
|  | <b>Headsets/User Guides/Adaptors Ordered</b>                          |                      |                      |
| 238  | Aastra 8757i  |                      | Included             |
| 137  | Aastra 8753i  |                      | Included             |
| <b>TeleVantage Base Phone System Sub-Total</b> |   | <b>\$ 184,000.00</b> | <b>\$ 184,000.00</b> |

| <b>TeleVantage Phone System Options</b>           |  |                     |                      |
|---|--|---------------------|----------------------|
| Qty.  | Component and Description  | Cost                | Aggregate Cost       |
| 125   | <b>ViewPoint - Computer Telephony Integration (CTI) - Desktop PC Interface</b><br>GUI voicemail (play, pause, rewind, bookmark, forward, record, file, export, email out)<br>Point-and-click call handling (conference, transfer, park, grab-and-hold, record)<br>On-line phone directory with real-time personal and call status display<br>Web Browser interface for remote users<br>Manual call recording | \$ 12,500.00        |                      |
| 1   | <b>TeleVantage Call Classifier Add-on Solution</b><br>Identify incoming calls and caller information based on DID number dialed<br>Perfect for companies handling calls for more than one business   | \$ 1,750.00         |                      |
|   | <b>TeleVantage Persistent Pager Add-on Solution</b><br>Polls identified mailboxes for unheard messages, then continuously pages users until message is heard<br>Ideal for after hours customer support or other groups that require immediate response   |                     |                      |
| <b>TeleVantage Phone System Options Sub-Total</b> |  | <b>\$ 14,250.00</b> | <b>\$ 198,250.00</b> |

| <b>TeleVantage Call Center and Options</b>           |  |                    |                      |
|--|--|--------------------|----------------------|
| Qty.   | Component and Description  | Cost               | Aggregate Cost       |
| 25   | <b>TeleVantage Call Center Release 8 (Agents) Licenses Ordered</b>   | \$ 6,250.00        |                      |
| 4  | <b>Call Center Queues</b><br>Supervisor GUI console for queue management (with CTI Option – above)<br>Supervisor to agent coach, monitor, join call<br>Multiple routing choices (up to 6)<br>Skills-based overflow routing<br>Call Recording (automated - every nth call - or manual control)<br>Real-time statistical monitor and reporting<br>Multiple audio (on-hold music/messages/wait times) per queue |                    |                      |
| 1  | <b>Call Center Reporter Licenses Ordered</b><br>Multiple standard reports (easily customized) with exportable, up-to-the-minute call statistics<br>Agent performance and trunk usage and trend analysis  | \$ 1,000.00        |                      |
|  | <b>Call Recording</b><br>Automatic or manual call recording by queue or agent (record every nth call)  |                    | Included             |
|  | <b>Call Center Scoreboard Supervisor Console Licenses Ordered</b><br>Desktop statistics center monitors over 25 additional call center statistics<br>Wallboard device support drives physical call center statistical wallboards<br>Trigger alarms (audible, visual, email, etc.) for call center metrics  |                    |                      |
|  | <b>Conference Manager Licenses Ordered</b>   |                    |                      |
|  | <b>Enterprise Manager Licenses Ordered</b>   |                    |                      |
| <b>TeleVantage Call Center and Options Sub-Total</b> |  | <b>\$ 7,250.00</b> | <b>\$ 205,500.00</b> |

| <b>Implementation Services</b>                                  |                     |                      |          |
|---|---------------------|----------------------|----------|
| Component and Description                                       | Cost                | Aggregate Cost       |          |
| System Assembly, Design, Installation and Configuration         | \$ 17,000.00        |                      |          |
| Fiber Terminations (8)  | \$ 3,700.00         |                      |          |
| Cat5 Cable Runs (212)   | \$ 21,200.00        |                      |          |
| New Fiber Runs at Police, City Hall & Community Services (3)    | \$ 4,700.00         |                      |          |
| User and Administrator System Training                          | \$ 12,000.00        |                      |          |
| 1 Year 24x7 Remote Support with 4 Hour to Site and Reduced Rate |                     |                      | Included |
| <b>System Implementation Services Sub-Total</b>                 | <b>\$ 58,600.00</b> | <b>\$ 264,100.00</b> |          |

|                                       |  |                      |
|---------------------------------------|--|----------------------|
| <b>TeleVantage System Grand Total</b> |  | <b>\$ 264,100.00</b> |
|---------------------------------------|--|----------------------|