

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this _____ day of _____, 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 \$34,334.94** 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



Quote #: 107874-1
 Quote Date: 07/18/2006
 Contract #: 250-000-03-1 - State of Florida

Quote Attn To: Steve Weeks
 Quote Email: sweeks@naplesgov.com

Sales Rep Information

Name: Brad Danke
 Phone: 8008462042 x25944
 Fax: (605) 232-2590
 Email: brad.danke@gateway.com

Bill To Customer Information

Customer: City of Naples
 Attn: Accounts Payable
 Phone: (813) 434-4638
 Fax:

Item	Unit Price	Quantity	Ext. Price
Gateway E-9515R Server	\$5,544.36	6	\$33,266.16
Operating System: No Operating Software			
Software Drivers: Gateway Server Companion CD			
Promotion: If for any reason you are not completely satisfied with your Gateway® Server or Storage product, you can return it within 90 days of purchase			
Processor: (2) Intel® Xeon® 3.0GHZ w/ 800MHz FSB and 2MB L2 Cache Processor			
Memory: 2GB 400MHz DDR2 ECC SDRAM (2-1024MB modules) Single Rank			
Riser Card: Secondary Full-height Riser with two (x4) PCI-e and one (100MHz) PCI-X slots			
Chassis: 2U rack-optimized chassis			
Hard Drive: 146GB Ultra320 SCSI SCA 10K rpm Hot Swappable Hard Drive			
Management Software: Gateway Server Management Software			
RAID Controller: LSI MegaRAID U320-2E two channel SCSI x8 PCIe RAID controller with 128MB cache and Intelligent Technology Battery Backup Unit			
RAID Level Array: Controller RAID Level 5 (Striping with Parity - requires minimum of 3 drives and RAID Controller)			
Floppy Drive: 3.5" 1.44MB diskette drive			
Optical Drive: 24x/10x/24x CD-RW / 8x DVD combo drive			
High Availability Kit: E-9515R High Availability Kit (2nd 700W hot-swap power supply, 4 additional fans, and monitoring capability)			
Display: E-9515R Bezel			
Warranty: 5Yr parts, labor, 5Yr/4 hour on-site 7X24, 5Yr HW tech support			
Software Documentation: End User License Agreement for Non-Microsoft Software			
Software Review: Out Of Box Experience Review			
Server Management: Gateway Systems Manager			
Extended Service Plan: 30-day Network Operating System Support (NOS) support for Gateway purchased Microsoft® Server OS			
Network: Dual PCI 10/100/1000 Twisted Pair Ethernet			
Rack Accessories: Fixed mounting rails			
Standard Disk Controller: Integrated Dual Channel Ultra320 SCSI with 1 internal and 1 external connector (supports embedded RAID 1)			
Server Installation Suite: Deployment services available, please contact your sales person for custom pricing			
Video: Integrated PCI Graphics - 8MB			
Accessories			
9315/9515 Tool-less Rackmount Rail & CMA Kit	\$178.13	6	\$1,068.78
Sub Total			\$34,334.94
(Shipping & Handling Included)			
Tax			\$0.00
Final Price			\$34,334.94

Quote subject to terms of current Agreement signed by you and Gateway, or absent Agreement, to Gateway's Standard Terms of Sale and applicable product and services warranties which are available by visiting gateway.com or calling 1-800-846-2000 for a free copy. Service agreements are issued and performed by third parties. May not be available in all locations. Accidental Damage Protection not available in all states. Phone charges may apply for tech support. If purchased, on-site service technician will be sent if necessary, following phone-based troubleshooting. Availability varies. Other conditions apply. APPLICABLE SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS MAY BE CHARGED. All offers valid in US only and are subject to change without notice or obligation. Quoted product only available through Gateway.com or by calling 1-800-846-2000. Prices exclude shipping, handling, and taxes unless otherwise stated.

FINANCE/LEASE CUSTOMERS: Financing and leasing provided by independent lenders to qualified US residents only. REBATE OFFERS: For more information about rebate offers, log onto <http://www.gateway.com/rebate> or call 1-800-846-4206. TO THE EXTENT YOUR CURRENT AGREEMENT CONFLICTS WITH ANY OF THE FOREGOING LIMITATIONS, THE TERMS OF YOUR CURRENT AGREEMENT WILL APPLY. © 2005 Gateway, Inc. All rights reserved. Trademarks used here in are trademarks or registered trademarks of Gateway, Inc. in the United States and other countries. All other brands and product names are trademarks or registered trademarks of their respective companies. See important Microsoft activation requirements at <http://www.gateway.com/ms-req>.

Gateway recommends Microsoft® Windows® XP Professional for Business.