

AGREEMENT FOR PURCHASE AND SALE OF GOODS

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 20th day of April, 2005, by and between **GATEWAY COMPANIES, 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 the total sum of \$23,540 for 4 Gateway Servers [2 @ \$6,387 each and 2 @ \$5,383 each]** 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 4 years** 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
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

(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 number:	537974
contract number:	Pricing per State of Florida Contract
date:	3/23/2005 7:27:09 AM
company:	City of Naples
comments:	Lead times!
Contact Information:	Steve Weeks sweeks@naplesgov.com 239-213-5100
program code:	BPRS21295
product number:	22045064
product name:	Gateway 9515
product detail:	Extended and On-Site Service Programs 4Yr parts, labor, 4Yr/4 hour on-site 7X24, 4Yr HW tech support..... \$730
	Gateway Enterprise Products Guarantee If for any reason you aren't completely satisfied with your Gateway® Server or Storage product, you can return it within 90 days of purchase
	Chassis Type 2U rack-optimized chassis
	Memory 2GB 400-MHz DDR2 ECC SDRAM (4x512MB modules)..... \$409
	Part Number 1008407
	Optical Drive 24X IDE CD-ROM
	Standard Disk Controller Integrated dual channel Ultra320 SCSI with 1 internal and 1 external connector (supports embedded RAID 0/1)
	High Availability Kit 9515 High Availability Kit (2nd 700W hot-swap power supply, 4 additional fans, and monitoring capability)..... \$418
	Network Card Dual Integrated PCI 10/100/1000 Twisted Pair Ethernet
	Operating System No operating system included
	Server Management Gateway Systems Manager
	Processor (2) Intel® 3.2GHz Xeon™ w/ 800MHz FSB and 1MB L2 Cache..... \$743
	Modem Modem not selected
	First Expansion Slot Riser Three Low-Profile with three PCI-X expansion slots (100/66/66)
	Second Expansion Slots Riser (Choose One) Standard Full-height Riser with two (x4) PCIe and one (100MHz) PCI-X slots
	Hard Drive (Total 6) 146GB Ultra320 SCSI SCA 10K rpm hot swappable hard drives..... \$2506
	Video Integrated PCI Graphics - 8MB
	Rack Accessories Tool-less slide rails and Cable Management Arm (CMA) (1533697)..... \$185
	RAID Card LSI MegaRAID U320-2 two-channel Ultra320 SCSI RAID controller with 128MB cache (\$200 instant savings - limited time promotion)..... \$371
	RAID Level RAID Level 5 - Striping with Parity, requires minimum of 3 drives and RAID card
	Server Installation Suite Deployment services available, please contact your sales person for custom pricing
unit price:	\$6,387.00
quantity:	2
item total:	\$12,774.00



quote number:	537971
contract number:	Pricing per State of Florida Contract
date:	3/23/2005 7:24:19 AM
company:	City of Naples
comments:	Lead times important
Contact Information:	Steve Weeks sweeks@naplesgov.com 239-213-5100
program code:	BPRS21295
product number:	22045064
product name:	Gateway 9515
product detail:	Extended and On-Site Service Programs 4Yr parts, labor, 4Yr/4 hour on-site 7X24, 4Yr HW tech support..... \$730
	Gateway Enterprise Products Guarantee If for any reason you aren't completely satisfied with your Gateway® Server or Storage product, you can return it within 90 days of purchase
	Chassis Type 2U rack-optimized chassis
	Memory 2GB 400-MHz DDR2 ECC SDRAM (4x512MB modules)..... \$409
	Part Number 1008407
	Optical Drive 24X IDE CD-ROM
	Standard Disk Controller Integrated dual channel Ultra320 SCSI with 1 internal and 1 external connector (supports embedded RAID 0/1)
	High Availability Kit 9515 High Availability Kit (2nd 700W hot-swap power supply, 4 additional fans, and monitoring capability)..... \$418
	Network Card Dual Integrated PCI 10/100/1000 Twisted Pair Ethernet
	Operating System No operating system included
	Server Management Gateway Systems Manager
	Processor (2) Intel® 3.2GHz Xeon™ w/ 800MHz FSB and 1MB L2 Cache..... \$743
	Modem Modem not selected
	First Expansion Slot Riser Three Low-Profile with three PCI-X expansion slots (100/66/66)
	Second Expansion Slots Riser (Choose One) Standard Full-height Riser with two (x4) PCIe and one (100MHz) PCI-X slots
	Hard Drive (Total 6) 73GB Ultra320 SCSI SCA 10K rpm hot swappable hard drives..... \$1390
	Video Integrated PCI Graphics - 8MB
	Rack Accessories Tool-less slide rails and Cable Management Arm (CMA) (1533697)..... \$185
	RAID Card LSI MegaRAID U320-2 two-channel Ultra320 SCSI RAID controller with 128MB cache (\$200 instant savings - limited time promotion)..... \$371
	RAID Level RAID Level 5 - Striping with Parity, requires minimum of 3 drives and RAID card
	Server Installation Suite Deployment services available, please contact your sales person for custom pricing
unit price:	\$5,383.00
quantity:	2
item total:	\$10,766.00