

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 **Advanced Public Safety**, whose address is **500 Fairway Drive, Suite 204, Deerfield Beach, FL 33441** ("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: **\$21,295.60** 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, 355 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. **Bid Documents.** The terms and conditions of the Invitation to Bid attached hereto and made a part hereof as Exhibit "B" shall be incorporated herein as a part of this Agreement.

14. **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:

Advanced Public Safety
Attention: Jack Siney, Chief Operating Officer
500 Fairway Drive Suite 204
Deerfield Beach Fl 33441

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 whose 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":
Advanced Public Safety

(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

Agreement for Purchase and Sale of Goods
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City of Naples



INVITATION TO BID




CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102
PH: 239-213-7100

FX: 239-213-7105

MAILING DATE	TITLE	NUMBER:	OPENING DATE & TIME
06/12/06	DIGITAL TRAFFIC CITATION WRITER	089-06	06/29/06 2:00PM
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL Advanced Public Safety, Inc.	
MAILING ADDRESS 500 Fairway Drive, Suite 204	
CITY-STATE-ZIP Dearfield Beach, FL 33441	
PH: 954-354-3000 x202	EMAIL: jack@aps.us
FX: 954-354-3001	WEB ADDRESS: www.aps.us

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE 	DATE	PRINTED NAME/TITLE Jack Siney/Chief Operating Officer
Please initial by all that apply I acknowledge receipt of the following addendum		
 Addendum #1	 Addendum #2	_____ Addendum #3
_____ Addendum #4		

BID SCHEDULE

1. SOFTWARE FOR ISSUING FLORIDA UNIFORM TRAFFIC CITATIONS AND FLORIDA UNIFORM DUI TRAFFIC CITATIONS.
 COMPLY DOES NOT COMPLY
2. CAPABLE OF CAPTURING AND STORING PHOTOS WITH CITATION FILE UPLOAD IN RMS.
 COMPLY DOES NOT COMPLY
3. CAPABLE OF CAPTURING AND STORING OFFICER NOTES WITH CITATION FILE UPLOAD IN RMS.
 COMPLY DOES NOT COMPLY
4. CONTAIN ALL FLORIDA TRAFFIC STATUTES FOR CITATION REFERENCE (AND UPDATES FOR FUTURE LAW ADDITIONS AND CHANGES).
 COMPLY DOES NOT COMPLY
5. MAGNETIC STRIP READER FOR DRIVER LICENSES.
 COMPLY DOES NOT COMPLY
6. AUTO-POPULATE UNIFORM TRAFFIC CITATION FORM WITH DRIVER LICENSE DATA.
 COMPLY DOES NOT COMPLY
7. AUTO-POPULATE TRAFFIC FINE AMOUNTS.
 COMPLY DOES NOT COMPLY
8. AUTO-POPULATE COURT DATES (CRIMINAL VIOLATIONS).
 COMPLY DOES NOT COMPLY
9. WIRELESS (802.11) RUGGED RE-CHARGEABLE THERMAL PRINTER (110V POWER) FOR INSTALLATION IN MOTORCYCLE STORAGE AREAS (COMPARABLE TO **ZEBRA RW420**).
 COMPLY DOES NOT COMPLY

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

10. CAPABLE OF AUTOMATIC ELECTRONIC TRANSFER OF FIELD DATA (ISSUED TRAFFIC CITATIONS) INTO VISIONAIR RECORDS MANAGEMENT SYSTEM.

COMPLY DOES NOT COMPLY

11. CAPABLE OF ELECTRONIC TRANSFER OF FIELD DATA (ISSUED TRAFFIC CITATIONS) TO COLLIER COUNTY CLERK OF COURTS TRAFFIC DEPARTMENT (UPLOAD FROM NAPLES PD).

COMPLY DOES NOT COMPLY

12. SOFTWARE PATCH FOR VISION XCHANGE 1.1 FOR MORE THAN 11 USERS.

COMPLY DOES NOT COMPLY

13. COSTS FOR FUTURE INSTALLATION ON LAPTOP COMPUTER IN LIEU OF SPECIFICATION ITEM #1 FOR PDAS.

COMPLY DOES NOT COMPLY

14. CAPABILITY OF UPGRADE TO VERBAL RESPONSE OF NCIC/FCIC WITH LAPTOP COMPUTERS.

COMPLY DOES NOT COMPLY

15. AUTO-POPULATE UNIFORM TRAFFIC CITATION WITH FCIC/NCIC MOTOR VEHICLE QUERIES.

COMPLY DOES NOT COMPLY

16. AUTOMATIC CHECK FOR DRIVER LICENSE STATUS AND (WANTED PERSON) WARRANT CHECKS ON REGISTERED VEHICLE OWNER FROM FCIC QUERIES.

COMPLY DOES NOT COMPLY

17. TWO HANDHELD PERSONAL DIGITAL ASSISTANTS WITH BUILT-IN CAMERA.

See Pricing Chart PER UNIT

See Pricing Chart TOTAL

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

18. ANNUAL MAINTENANCE FEE

See Pricing Chart PER UNITSee Pricing Chart TOTAL

19. APPROXIMATE NUMBER OF ISSUED CITATIONS (1 COMPLETE COURT COPY AND 1 COMPLETE DEFENDANT COPY) PER ROLL OF PAPER.

30 PER ROLL OF PAPER

20. APPROXIMATE NUMBER OF ISSUED CITATIONS (1 COMPLETE COURT COPY AND 1 COMPLETE DEFENDANT COPY) PER PRINTER CARTRIDGE (IF APPLICABLE).

N/A - No cartridge for thermal printers PER PRINTER CARTRIDGE

21. PRINTING PAPER COST.

See Pricing Chart PER UNITSee Pricing Chart TOTAL

21. ANY ADDITIONAL REQUIRED HARDWARE TO BE FULLY OPERATIONAL.

See Pricing Chart PER UNITSee Pricing Chart TOTAL

22. COSTS FOR FUTURE INSTALLATION ON LAPTOP COMPUTER IN LIEU OF SPECIFICATION ITEM #1 FOR PDAS

See Pricing Chart PER UNITSee Pricing Chart TOTAL

ALL WARRANTIES MUST BE INCLUDED WITH BID.

TIME OF DELIVERY: 15 DAYS AFTER RECEIPT OF PURCHASE ORDER.PROMPT PAY TERMS: % DAYS. **TBD**IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.



500 Fairway Drive, Suite 204
 Deerfield Beach, Florida 33441
 954-354-3000 (Main)
 954-354-3001 (Fax)
www.aps.us

Proposal

Date: 7/10/2006

Agency	
Contact:	Janet Murphy
Agency Name:	Naples Police Department
Address:	270 Riverside Circle
City, State & Zip:	Naples, FL 34102

Details	
Order No:	0063000003azwd
Contact Name:	Nicole Clemens (954) 354-3000 ext. 253 nclemens@aps.us

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	MISCELLANEOUS	UNIT PRICE	TOTAL PRICE
2	PocketCitation	Electronic traffic citation for PocketPC handheld device	_____	\$1,799.00	\$3,598.00 ✓
2	Symbol MC70 Handheld w/Bluetooth, 2D Imager, Qwerty Keypad, Extended Battery, (Cingular, T-Mobile ONLY)	Symbol MC70 w/Bluetooth, 2D Imager, Extended Battery, (Cingular, T-Mobile ONLY) Single Slot Serial/USB Charge Cradle (w/spare battery charger), Power Supply Box + DC Line Cord (2-Prong), DC Cord (3-Prong), USB Cable	_____	\$2,249.00	\$4,498.00 ✓
2	Symbol MC70 Magstripe Reader	MSR (Attachable Magstripe Reader)	_____	\$199.00	\$398.00 ✓
2	Zebra RW420 Printer w/ 802.11b (w/ 110-volt Power Supply)	Zebra RW420 thermal printer w/ 802.11b	_____	\$999.00	\$1,998.00
3	Zebra Compatible Thermal Paper (Case)	Case (36 rolls) of Zebra compatible Top Coated High-Quality Paper Rolls (82')	_____	\$142.20	\$426.60
1	QuickData (Court)	Electronic transfer of field data. (May require add'l fee from database vendor)	_____	\$7,500.00	\$7,500.00 ✓
1	Travel		_____	\$500.00	\$500.00
1	Shipping & Handling	Shipping & Handling	_____	\$379.00	\$379.00
1	Annual Maintenance	Annual Maintenance	_____	\$1,998.00	\$1,998.00
TOTAL				USD	\$21,295.60

Pricing is guaranteed 90 days from date of proposal

Terms and Conditions

All Customer purchase orders for APS products and services are subject to APS' End User License Agreement and Terms and Conditions of Sale, which can be viewed at <http://www.aps.us/downloads/agreement.pdf>. Such terms, along with any additional terms and conditions agreed to and accepted by APS in Customer's purchase order or otherwise stipulated in writing, shall prevail over any differing or conflicting terms in this Proposal.

Below is the standard APS invoicing schedule:

- 50% due upon receipt of Customer's purchase order
- 25% due upon initial software delivery (excluding QuickData)
- 15% due upon hardware delivery
- 10% due upon the earlier of (i) completion of any additional minor services (e.g., software configuration) or (ii) fifteen (15) days following completed delivery of all hardware and software deliverables