

REQUEST FOR PROPOSALS

- 40. Approve Amendment #3 and Renewal of RFP-4190-03/JVP – Lease/Purchase of Computer Equipment, with Pomeroy Computer Resources, Jacksonville (1/01/2007 – 12/31/2007) (Modifications to the Scope of Services).**

RFP-4190-03/JVP provides for the lease/purchase of computer equipment for Seminole County Government on an as needed basis. Amendment #3 will provide for modification to the existing agreement and the scope of services. Modifications include extension to the time for equipment coverage, extension of the warranty period, changes in the rate for installation and de-installation services and others as indicated in the attached documents. Amendment #3 will also provide for the one-year extension of the contract which will cover from 1/01/2007 through 12/31/2007 permissible under the renewal option included in the agreement.

Information Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the Amendment as prepared and approved by the County Attorney's Office.

**FINAL RENEWAL AND THIRD AMENDMENT
TO LEASE AGREEMENT FOR COMPUTER HARDWARE
(RFP-4190-03/JVP)**

THIS FINAL RENEWAL AND THIRD AMENDMENT is made and entered into this ____ day of _____, 20__ and is to that certain Lease Agreement made and entered into on the January 13, 2004, as amended August 17, 2004 and July 15, 2006, between **POMEROY IT SOLUTIONS**, whose address is 3740 St. Johns Bluff Road South, Suite 19, Jacksonville, Florida 32224, hereinafter referred to as "LESSOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, LESSOR and COUNTY entered into the above-referenced Lease Agreement on January 13, 2004, as amended August 17, 2004 and July 15, 2006, for lease of computer hardware; and

WHEREAS, the parties desire to renew the Lease Agreement for a final one (1) year term and to amend the Lease Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 23 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease Agreement as follows:

1. The Agreement is hereby renewed for a final term of one (1) year, from January 1, 2007 through December 31, 2007, unless terminated sooner as provided for herein.

2. Section 1 of the Lease Agreement is hereby amended to read:

SECTION 1. EQUIPMENT COVERED AND TERM.

(a) LESSOR agrees to lease to COUNTY for its exclusive use the Equipment listed on the attached Schedule A and described in Schedules B and C, hereafter made a part of this Lease Agreement. All leased Equipment shall be new Equipment.

This Lease Agreement will become effective with respect to each piece of Equipment on the date the Equipment is installed and accepted by the COUNTY, as reflected on Schedule A relating to the Equipment, and shall continue for the term specified herein unless terminated earlier as provided in this Lease Agreement. Lease payment shall commence as shown on Schedule A upon acceptance of the Agreement.

(b) Acceptance of a piece of Equipment constitutes COUNTY's acknowledgement by which COUNTY assents to possession of the Equipment. Acceptance of Equipment will be evidence by the execution of an Acceptance Certification.

(c) The term of this Lease Agreement shall commence upon execution of the Lease Agreement by COUNTY and shall run for a term of three (3) or four (4) years with one (1) three (3) or four (4) year option, and one (1) five (5) year option for printers, to purchase from the date that each Delivery and Acceptance is executed by the COUNTY per each item, except for laptop computers, for which the term is two (2) or (3) years from the date of delivery and acceptance, unless sooner terminated in accordance with the terms of this Lease Agreement. The parties recognize that COUNTY is a political subdivision of the State Government and, thus, Section 12 of this Lease Agreement is required and set forth herein. This Lease Agreement shall remain in full force and effect until the last lease item is terminated or expires.

(d) For the purpose of this Lease Agreement, the term "Equip-

ment" as used throughout this Lease Agreement shall mean the equipment identified in Schedule "A" and subsequent Schedules together with all replacement parts, additions, accessories, alterations, and repairs incorporated therein or affixed thereto.

(e) All right, title, and interest in and to each item of the Equipment for the original lease term shall be vested in COUNTY immediately upon its acceptance of each item of Equipment. All right, title and interest in and to each item of the Equipment from and after the original lease term shall transfer to LESSOR unless the COUNTY exercises the option to purchase the Equipment at the end of this Agreement.

(f) This Lease Agreement and its Exhibits may not be amended except by a writing executed with the same formality as this Lease Agreement.

(g) The parties agree to all the terms and conditions of this Lease Agreement and each Exhibit, including those terms, conditions, rates, and discounts as contained in the Exhibits and Schedules attached to and incorporated within this Agreement. In the event of a conflict between the terms and conditions as expressed in this Agreement and the terms and conditions as expressed in the Exhibits attached to this Agreement, those terms and conditions expressed in this Agreement shall prevail. The Equipment will not be used for personal, family, or household purposes and shall be used for governmental purposes only.

(h) Insofar as applicable, and as permitted by law, LESSOR will comply with all applicable provisions of the Internal Revenue Code of 1986 as amended, including without limitation, Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to

maintain the exclusion of the interest component of rental payments from gross income for the purpose of Federal income taxation.

3. Section 2 of the Lease Agreement is hereby amended to read:

SECTION 2. INSTALLATION AND USE OF EQUIPMENT.

(a) COUNTY shall pay a one time installation/de-installation charge to include all transportation, rigging, drayage, and insurance charges with respect to delivery and installation of Equipment. These charges shall be included in the cost of the equipment. COUNTY will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the manufacturer.

(b) COUNTY shall at all times during the term of this Lease Agreement be entitled to unlimited use of the Equipment, provided, however, COUNTY shall use the Equipment only in a careful and proper manner in conformance with the manufacturer's specifications for commercial or business purposes only and not for consumer, personal, home, or family purposes, and in compliance with all foreign, federal, state, and local laws, ordinances, and regulations in any way relating to the possession, use, operation, or maintenance of the Equipment. COUNTY shall at all times keep the Equipment in its sole possession and control. The Equipment will be used and operated by COUNTY in the normal and ordinary course of COUNTY's business the hours of which are not limited to five (5) days per week and include, in some cases, six (6) days or seven (7) days per week operations and operations during holidays. COUNTY makes no representations or guarantees as to the hours of usage that the Equipment will accrue each year. Title to all Equipment leased to the COUNTY pursuant to this Lease Agreement shall remain with COUNTY during the term of this Lease.

(c) COUNTY may, at its own expense, and with LESSOR's prior

written consent, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal operation or maintenance of the Equipment. All such alterations and attachments shall become, upon the termination of this Lease Agreement the property of LESSOR, unless such alterations and attachments can be removed from the Equipment without injury to the Equipment and the COUNTY shall, and at its sole expense, remove such alterations and attachments and restore the Equipment to its original condition. Without LESSOR's consent, COUNTY shall not affix the Equipment to real property or improvements thereon, or in any other manner render the Equipment a "fixture" under applicable law.

(d) Except as provided in subparagraph 2(c) above with respect to removable alterations and additions, LESSOR, at the LESSOR's expense (including without limitation, expenses of installation/de-installation, packaging, transportation, and in-transit insurance which shall be included in the cost of the equipment) shall upon the expiration or earlier termination of this Lease Agreement, inspect and take possession of the Equipment, subject to the terms of this Lease Agreement at the install location in Sanford, Florida. Said equipment shall be returned to the LESSOR in substantially the same operating order, repair, condition, and appearance as on the Delivery Date, reasonable wear and tear excepted. If the COUNTY fails to return the Equipment to LESSOR as agreed, the COUNTY shall continue paying LESSOR the prorated monthly Lease payment for said Equipment until the Equipment is returned, except that the COUNTY shall not be liable for any additional Lease payments, penalties, or other charges if equipment is not returned in a timely manner to the LESSOR due to the LESSOR's delay in inspecting or taking possession of the Equipment. The LESSOR shall be solely responsible for the boxing and return

freight of all leased Equipment upon termination of this Agreement. The Lease may be extended at the end of the Lease for the residual value times current lease factor rates. Term length will be mutually agreed upon by LESSEE and LESSOR.

(e) LESSOR may, at its sole expense, conspicuously and permanently affix such tags or decals or plates to the Equipment indicating LESSOR's equity position in the Equipment, and COUNTY shall not permit their removal or concealment. Upon reasonable notice to COUNTY, LESSOR or its agents shall have free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose contemplated by this Lease Agreement.

(f) Upon termination of the original lease term, the Equipment will return to the LESSOR, however, the COUNTY may, at its sole option, purchase all or part of the leased Equipment at its residual value unless otherwise prohibited by Florida law or contrary to opinions issued by the Commission on Ethics for public officers and employees. If the COUNTY decides not to purchase end-of-lease Equipment, the LESSOR will allow COUNTY employees to purchase from the LESSOR end-of-lease Equipment at the same terms and conditions. After the original lease term expires, or at the end of the option, the lease shall automatically renew on a month to month basis for a period no greater than one (1) year, until it is terminated in writing by one of the parties.

4. Section 4 of the Lease Agreement is hereby amended to read:

SECTION 4. WARRANTIES.

(a) LESSOR is leasing Equipment to COUNTY with a three (3) or four (4) year on site, next day warranty, except for laptop computers, which will require two (2) or three (3) year on site, next day warranties.

(b) COUNTY represents and warrants that: (i) it is a duly organized public body corporate and politic with full authority to enter into and perform its obligations under this Lease Agreement and each attached Schedule; (ii) all necessary actions of its governing body have been taken and all necessary procedures have been complied with to give full effect to the execution, delivery and performance of this Lease Agreement and terms; (iii) COUNTY has, in accordance with all applicable laws, budgeted and appropriated sufficient funds to make all Lease payments and meet all of its other obligations for the current fiscal year and such funds have not been expended for any other purpose; (iv) COUNTY will do all things lawfully within its power to obtain and maintain funds for payment of the Lease payments (including providing for such payments in each budget or appropriation request submitted and adopted), to have such portions of budgets or appropriation requests approved, and to exhaust all available reviews and appeals in the event such portion of any budget or appropriation request is not approved; (v) COUNTY has complied with Seminole County Purchasing Code requirements applicable to this Lease Agreement and the acquisition of the Equipment; (vi) COUNTY has provided financial information and other statements to LESSOR which are accurate and correct; (vii) upon LESSOR's request, COUNTY will annually provide current financial statements, budgets, proofs of appropriation, and other financial information relating to its ability to continue this Lease Agreement and each Schedule; and (viii) the Equipment will be used only by COUNTY and only to perform essential governmental or proprietary functions consistent with the permissible scope of requisite and necessary authority and authorization to execute same on COUNTY's behalf.

5. Exhibit A of the Lease Agreement, Scope of Services, is

hereby amended to incorporate the changes as described in Exhibit A, attached hereto.

6. Except as herein modified, all terms and conditions of the Lease Agreement shall remain in full force and effect for the terms of the Lease Agreement as originally set forth and as modified by previous amendments.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

POMEROY IT SOLUTIONS

Witness

By:_____

Witness

Date:_____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By:_____
BETSY COHEN, Purchasing Supervisor

Date:_____

For the use and reliance of Seminole County only.

As authorized by Section 330.3, Seminole County Administrative Code.

Approved as to form and legal sufficiency.

County Attorney

Attachment:
Exhibit A - Scope of Services

AC:jr
12/04/06
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**AMENDMENT #3 TO RFP-4190-03/JVP
LEASE AGREEMENT FOR COMPUTER HARDWARE**

The Provider shall procure equipment from Suppliers that are not listed in the original contract but that it is determined to offer best value to the County.

1. BACKGROUND

The Information Services Division within Seminole County currently supports approximately 1600 computers in a variety of configurations. In 2001, the County entered into a leasing agreement that supported a three-year replacement of all computer equipment in the County. Approximately, one third of the equipment is replaced each year. The three-year replacement program has successfully reduced downtime and eliminated the use of obsolete equipment in the County.

The computer equipment included in the three-year replacement program includes desktops, workstations, network equipment, ruggedized laptops, and other miscellaneous computer equipment. Standard laptops will be replaced every two years. Mainframe IBM equipment will be replaced every six years and five (5) year option for printers.

The County's current operating system is Windows 2000. The image created by the Contractor will contain all standard computer programs used Countywide including Microsoft Office XP Professional or current approved Operating System, Lotus Notes, McAfee Virus Protection, Diskkeeper, as well as other software and customization identified by the County. The image will be created by the Contractor, approved by the County, and installed by the Contractor. Copies of the image will be given to the County for restoration purposes.

The computer equipment being installed supports the operations of the County including the Emergency 911 Center, Emergency Operations Center, Fire Stations as well as many other critical Public Safety operations. In addition to providing equipment to enable the end users to perform their jobs and provide excellent customer service, the computer equipment is supporting essential operations of the County that cannot be interrupted.

2. SCOPE OF WORK

The County is requesting Contractor to provide computer equipment to the County specifications, installation services to be supervised and approved by the Information Services division, deinstallation and transport of existing equipment, and on-site next business day warranty service.

The computer equipment to be procured includes approximately 1000 desktops, 200 workstations, 100 ruggedized laptops, 200 printers/plotters/scanners/projectors, 40 servers, 2 SANs, 200 switches, hubs and routers, and other miscellaneous equipment. These quantities are estimates. Actual configurations and quantities replaced will vary.

Contractor must disclose a percentage discount off a published price list, manufacturer's suggested retail price or state/GSA contract pricing or other venue or Supplier determined to offer the County best value. The County does not want to be tied to purchasing or leasing old technology. Therefore, even though specifications for standard equipment are provided, the actual equipment that is leased/purchased will be selected from the identified price list and

proposed discount will be applied, as determined by the County.

Approximately one third of the equipment will be replaced on a three (3) year cycle or four (4) year cycle. Standard laptops will be replaced on a two (2) year or three-year cycle. IBM mainframe equipment will be replaced every six years. Standard laptops will be replaced on a two-year or three (3) year replacement cycle. Lease proposals must include all costs associated with the renewal/disposal of equipment at the end of the lease term.

The Contractor must include a three-year or four-year on-site next business day warranty service for all computer equipment from the date of the County has signed off on the equipment regardless of the purchase/lease date. The County will be responsible for the inventory of spare equipment to be used for all warranty calls. The Contractor must provide all warranty calls per the specified warranty service agreement. The Contractor will be responsible for the return (RMA) of all defective equipment and upon receipt of the RMA will replenish the County spare equipment inventory that was used. The Contractor must provide expedited emergency replacements in the public safety operations and staffing for next business day warranty support. If next business day warranty is unavailable or new equipment is required, warranty service includes the installation of County standards and configuration of the new/loaner pc. All spare warranty equipment must have the latest county image installed.

All services to be provided under this proposal will be supervised by the Information Services Department. Contractor personnel will be responsible for the installation process including creating the standard images to be installed on the computers (installation will not apply to printers, routers, hubs, switches, servers, and other miscellaneous network equipment). The County will accept and sign off on work completed after the installation at the user's location. At the beginning of the installation cycles, the Contractor and County will discuss the number of computers to be installed and agree on the target end date for that installation and the number of technicians and project managers to be involved in those orders. This planning process will include the timing of the pre-installation interviews. At a minimum, one project manager, and one technician will be involved and located on-site for each order and installation.

The installation of computers and laptops will include 1) the receipt, inventory, and transport of the new computer to the user's location, 2) removal and reformatting the hard drive(s) of the replaced computer, and load original operating system, 3) backup and transfer of user's applications, data, and files, 4) installation of standard image as well as specific user software and peripherals, and 5) transport of inventoried, end of lease equipment to centralized location, 6) signoff on complete and correct installation by the County. Equipment will be installed at various locations throughout Seminole County including the County Services Building in Sanford, Five Points in Sanford, the Public Safety Building in Sanford, park locations, libraries, fire stations, other county facilities, and seven cities within the county. Approximately 50 lease computers will require on-site warranty in Viera/State Attorney's Office, Judicial and Public Defender's Office.

Upon receipt of the computers, laptops, and workstations, the Contractor will be responsible for verifying the inventory and serial numbers and unpacking the equipment. A secure location will be provided for the setup of the computer equipment. Appropriate inventory information will be provided to the County so that the County can update their inventory-tracking program.

Upon arrival at the user's location, the Contractor will be responsible for removing the current computer from the user's desk, reformatting the hard drive to ensure that all County programs and information is removed, and installing the original operating system. At least 48 hours prior

to arriving at the end users' location, the Contractor must contact the end user and inform them of the procedures and preparation required for the installation.

The backup and transfer of users' application and data could include email, personal address books, custom keyboard mappings contained within various emulation programs, Internet favorites and cookies, ODBC data sources, document templates not included in the Office suite, shortcuts to network programs, desktop configuration, and files stored on the users' local hard drive(s).

The installation of the new computer will include the creation and installation of the image that contains the standard software for the County, and the installation of specific user software and peripherals. This includes proper installation, configuration and testing of network printer options. The Contractor will be responsible for assisting the County to locate the appropriate equipment and document changes as needed. The specific user software and peripherals will be identified during the pre-installation inventory conducted by the Contractor. The installing technician will ensure connectivity to the County network, and verify and document the basic functions of the computer and applications with each computer user.

The old equipment will be transported by the Contractor to a secure centralized location identified by the County.

The County will provide all licenses for software to be installed on the computers. This agreement should not include the price for any software.

The County will provide information to assist in the installations regarding each of the computer users including the location, current configuration, network and server connectivity. The County will provide general user information, but the Contractor will be responsible for verifying the software to be installed and peripherals involved with the installation.

The Contractor must coordinate with the Information Technologies Department to provide customer service to our end users. The County will provide an internal project manager to ensure that all information and resources needed by the Contractor are provided in a timely manner.

The Contractor must include identification of third party companies who will perform the project management and computer replacement work. Technicians involved in the installation should be professionally certified (minimum A+) have at least two years experience installing and supporting the Contractor's computer equipment in a multi-server networked environment, and have at least two years experience supporting Microsoft operating systems. The County has the option of reviewing both the qualifications and actual skill level of the technician prior to assignment to this project to either accept or reject their position in this project. Technicians should be consistent and receive proper training from the project manager before deploying computers.

The Contractor must provide a single Project Manager as the point of contact regarding issues that will arise during the installation processes. This manager must have at least two years experience in managing the installation and support of the proposed manufacturer's computer equipment in multi-server networked environments. The project manager must also have sufficient technical skills to serve as a trainer and escalation point for the technicians. Further, it is expected that this Manager be consistent and be dedicated full-time to the County's installation projects and participate effectively in the planning and execution of the installations.

Should the Contractor wish to make a personnel change to the project manager, the County will review the new project manager's resume' to ensure that the individual meets the established qualifications standard. The Contractor shall not make a personnel change to the project manager's position without approval from the County. In the event the project manager's position is vacant or the proposed individual does not meet the minimum qualifications as determined by the County, a penalty of \$400 per business day will be assessed until a fully qualified individual is in place.

The contractor must insure all employees assigned to the Seminole County site have successfully passed a background records investigation which includes local, state, and Federal criminal history.

The computer equipment will be ordered at various times throughout the three-year term of the contract. Contractor proposals will include the delivery time. The Contractor will be given at least two weeks notice prior to the desired start date of the installation. The County will be responsible for compiling and submitting the orders for the equipment to be replaced and will work with the Contractor to establish a mutually agreed upon implementation schedule for each order. The County is responsible for a timely delivery of existing leased equipment and will require a schedule of installation from the Contractor to ensure successful return by the deadline.

The computer equipment standards will continually change over the life of the contract. The County does not want to purchase/lease old technology. Basic requirements for the County and a sample of a current configuration are provided. Proposals shall include a proposed price list (manufacturer's suggested retail price or state/GSA prices or other venue/Suppliers determined to offer the County best value) for the equipment list in the RFP, including a percentage discount on a published price for similar equipment. The County is also seeking flexibility on types of equipment and extra features that can be ordered. In order to accommodate this, citing a standard price list(s) and discount will be required. The desktop, workstations, and laptops should be manufactured by Gartner Group Enterprise Tier and Regional-Business, Education and Government Tier Contractors. Other equipment designated by the County will be listed with a preferred manufacturer as brand name or equal. A standard price list and discount shall be listed for all equipment.

Proposals must include individual quotes and specifications for the Discounted Price per Unit.

Three (3) year or four (4) year on-site next business day warranty will be included in the lease/purchase of all equipment. Standard Laptops will have a life cycle of two (2) years or three (3) years and will require two (2) year or three (3) year on-site next business day warranty.

At the County's option, the contractor may be required to provide warranty support for current equipment that is still under manufacturer's warranty.

Method of Ordering

The County will place orders via on-line application, e-mailed, mailed documents or faxed to the Contractor once prices have been established.

ESTABLISHING PRICES:

Once the County has developed the lease requirement, current prices for the order will need to be established. The Contractor must submit current, accurate and complete prices. This can be done by either providing quotes for the proposed order or by maintaining a web site that contains the pricing.

QUOTES: Using this method, the County will forward the list of requirements via on-line application, e-mail or fax for the Contractor to provide current prices. The Contractor must provide prices by return e-mail or fax within two (2) business days. The pricing provided must show the MSRP price, the price on the "Source of Published list prices" as submitted on the price proposal and the discounted price to be paid by the County.

WEBSITE: If the Contractor chooses to use this method, the Contractor shall create and maintain a website that contains the same information required under the quote method. The website prices must be maintained such that they always reflect the most recent changes. The Contractor may choose to use "hot links" to sites that contain the source prices (i.e., the MSRP or the "Source of Published List Prices" as submitted on the Price Proposal). The County will access the website directly and pull the current prices to place the order.

Once the order is priced, it will be e-mailed or faxed to the Contractor for execution. Receipt of the order will start the delivery schedule clock.

Modifications to the Price Structure:

LOT H – Lease Financing Lots H through N - To include 5-6% on the computers

Price Proposal:

Include Quote Discounts off MSRP from Gateway:

Description	Percentage
Low-Level Desktop	23%
Mid-Level Desktop	23%
Low-Level Laptop	32%
High-Level Laptop	31%
Ruggedized Laptop	36%

Modifications to the Installation / De-installation Fees: Schedule C

Amended to read:

Replaces installation / de-installation and administrative fee costs per unit with an hourly rate to provide all services at IT direction.

“Contractor shall provided contracted services staff to install / de-install computer and technology equipment and other services as directed by Seminole County Information Technology staff. Initial staffing shall include at a minimum a Project Manager and Technician at an average rate **not to exceed \$27.25 / hour** and able to be extended to a Project Manager and three Technicians at an average rate **not to exceed \$27.25 or a maximum of \$18,896/ month**”