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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(8)

Resolution No. R-505-14

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: Information Technology Hardware

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *Contract No. RFP852, Information Technology Hardware* to Hewlett-Packard Co. (HP) to allow the Information Technology Department (ITD) to purchase Information Technology (IT) hardware and associated services in two defined groups: Group 1: desktop computers and Group 2: mobile computers, on behalf of all County departments.

RFP 852 is as a result of the Countywide IT consolidation, which includes the merging of IT procurement and contracts. This RFP replaces two accessed IT contracts that the County currently uses to purchase the above mentioned equipment: *Contract No. 250-WSCA-10-ACS Western States Contracting Alliance for Computer Equipment, Peripherals and Services* and *Contract No. RQ09-997736-42A-E U.S. Communities for Technology Products and Services.*

In addition to providing IT hardware, the vendor will provide a wide variety of warranty and technical support offerings to appropriately address the County's operational needs. The recommended vendor will also provide a customized website that will include an in-depth product catalogue, the ability to configure quotes, sophisticated reporting functionality, order-tracking capabilities, as well as product literature and technical resources.

The prior award recommendation filed with the Clerk of the Board on January 7, 2013 has been rescinded. That recommendation was for the award of Groups 1, 2 and 3 (Thin Client Devices) to Hewlett-Packard Co. Subsequent to the filing of the award recommendation, ITD identified a discrepancy within Group 3 of the award relating to the infrastructure supporting the thin-client devices and operating system requirements. As a result, it was necessary to rescind the award previously made for Group 3 and reject all proposals received for Group 3 only. The technical requirements and device specifications will be updated and re-solicited through a full and open competition to meet the technical and operational needs of the County for this Group. The award of Groups 1 and 2 have no bearing on this action. However, the fiscal impact for this contract has been adjusted to reflect the decreased allocation request given the removal of Group 3.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is $13,000,000 and will be covered by ITD's Internal Service Funds. If the County chooses to exercise the two, five-year options-to-renew, the cumulative value will be $39,000,000 and 15 years. The proposed contract amount is based on anticipated countywide IT hardware needs, and negotiated fee discounts per group over the next five years. This contract also consolidates the two existing contracts referenced above over a five year term valued at over $45 million. It is important to note that the groups and price configurations differ between the two previous contracts and RFP 852.

Through negotiations, staff was able to achieve additional pricing discounts from the original proposal, ranging from two percent up to 27 percent on various configurations. Additionally, the contract was negotiated to include a self-support plan inclusive of training and certifications for an unlimited number of

County staff at no additional cost. This will allow ITD to complete in-house hardware repairs and receive reimbursement for such repairs.

Department	Allocation	Funding Source	Contract Manager
Information Technology Department	$ 13,000,000	Internal Service Funds	Julian Manduley
Total	**$ 13,000,000**		

Track Record/Monitor
Santiago A. Pastoriza of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew and extensions in accordance with the terms and conditions of the contract.

Vendor(s) Recommended for Award
A request for proposals was issued on April 1, 2013 under full and open competition to obtain IT hardware and associated services. Negotiations were successful with the highest ranked firm for all three groups, as shown below.

Awardee	Address	Principal	Award Group
Hewlett-Packard Co.	3000 Hanover Street Palo Alto, CA	Margaret Whitman	Group 1 and 2

Vendor(s) Not Recommended for Award

Proposers	Group	Reason for Not Recommending
Dell Marketing, L. P.	1 and 2	Proposal was deemed non-responsive by the County Attorney's Office opinion (attached).
BLM Technologies of Florida DBA EvolvTec	2	
Insight Public Sector	2	
SHI International Corp.	2	
CDW Government, LLC	1 and 2	Evaluation Scoring/Ranking
Insight Public Sector	1	
PC Solutions and Integration Inc.	1 and 2	
SHI International Corp.	1	
United Data Technologies	1 and 2	
Dell Marketing, L. P.	3	All proposals rejected for Group 3
Insight Public Sector	3	
United Data Technologies	3	
Hewlett-Packard Co.	3	

Due Diligence
Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise Selection Factor and Local Preference were applied in accordance with the applicable ordinance but did not affect the outcome.
- The Living Wage Ordinance does not apply.

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(8)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(8)
6-3-14

RESOLUTION NO. R-505-14

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AGGREGATE AMOUNT OF $39,000,000.00 WITH HEWLETT-PACKARD CO. FOR INFORMATION TECHNOLOGY HARDWARE, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP852

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of an agreement in the aggregate amount of $39,000,000.00 with Hewlett-Packard Co., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**aye**		
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.F.

Daniel Frastai

INFORMATION TECHNOLOGY HARDWARE

THIS INFORMATION TECHNOLOGY HARDWARE AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND HEWLETT-PACKARD COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 3000 HANOVER STREET, PALO ALTO, CA 94304-1185 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR" OR "HP").

WITNESSETH:

WHEREAS, in response to the County's Request for Proposals No. 852, the Contractor has submitted written proposals dated, April 26, 2013, hereinafter referred to as the "Contractor's Proposal" which are incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such IT Hardware for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Affiliate of a party" means an entity controlling, controlled by, or under common control with, that party.

b) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 852 and all associated addenda, and the Contractor's Proposal.

c) The words "Contract Date" to mean the date on which this Agreement is effective, which is the date of last signature hereto.

d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

e) The word "Contractor" to mean Hewlett-Packard Company and its permitted successors and assigns.

f) The word "Days" to mean Calendar Days.

g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection

or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

i) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

j) The word "Hardware" means computer and related devices and equipment, related documentation, accessories, parts, and upgrades.

k) The words "HP Branded" means Products and Services bearing a trademark or service mark of Hewlett-Packard Company or any Hewlett-Packard Company Affiliate.

l) The word "Product(s)" means Hardware and Software identified in this Agreement, including products that are modified, altered, or customized (i.e., imaging) to meet the County's requirements ("Custom Products").

m) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

n) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

o) The word "Software" means machine-readable instructions and data (and copies thereof), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.

p) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

q) The word "Support" means Hardware maintenance and repair, Software maintenance, training, installation and configuration, and other standard support services provided by Contractor.

r) The words "Supporting Material" may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("SOW"), published warranties and service level agreements, and may be available to the County in hard copy or by accessing a designated Contractor website.

s) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) all Appendices hereto, 3) the Contractor's Proposal and attachments thereto; and 4) Miami-Dade County's RFP No. 852 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in this Agreement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated, in accordance with Contractor's Proposal and the content herein.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are purchased under this Contract. All Work and Services shall be accomplished at the direction of the County's Project Manager and in accordance with the Agreement terms.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions for the County regarding the Agreement. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County, to the extent such policies and corresponding changes are applicable to Contractor and its performance hereunder. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

5.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) additional five (5) year periods.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond

the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Information Technology Department
10300 Sunset Drive
2nd Floor, Suite 450
Miami, Florida 33173

Attention: John Concepcion
Phone: (305) 596-8368
Fax: (305) 596-8889
E-mail: jnc@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Internal Services Department
Procurement Management Services Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Santiago A. Pastoriza
Phone: (305) 375- 1084
Fax: (305) 375- 5688
E-Mail: spastor@miamidade.gov

(2) To the Contractor

Hewlett-Packard Company
5400 Legacy Drive
Plano, Texas 75024
Attention: Public Sector Legal Counsel
Fax: 972.605.3491
Email: judith.alexander@hp.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

7.1 Fees. The County shall pay the Fees or other considerations for Products and Services provided under this Agreement. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

7.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

7.3 Fixed Pricing.

7.3.1 Prices for the Standard Configurations outlined in Appendix A, "Scope of Services," shall remain firm and fixed for the term of the Agreement, including any option or extension periods and are subject to the pricing methodology included in section 7.3.2; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof. The Contractor must inform the County of special offers, promotions, bundles or rebate programs offered by the Contractor. As replacement technology and/or new generation equipment is released, Contractor shall provide the County with comparable equipment to the Standard Configurations at or below the firm and fixed pricing outlined in this Agreement subject to the pricing methodology included in section 7.3.2.

7.3.2 HP's pricing methodology is designed to help ensure the County realizes the best possible prices throughout the Agreement term, through firm, fixed pricing for the Standard Configurations, which are included in Appendix A. When transition to a new Product becomes necessary, Contractor will notify the County of the proposed replacement configuration, which will be priced at or below the pricing for the previous Product. It is expected that the replacement configuration will be configured as closely as possible to the original Standard Configuration. In the event that a new Product transition includes a major change or upgrade in technology or performance or if the County adopts a new platform/configuration not contained herein, then the parties will negotiate in good faith to establish a new fixed pricing for the then impacted or new standard and memorialize in an amendment.

7.4 Percentage Discount. For Products other than those specified in the Standard Configuration, the percentage discount outlined in Appendix A, "Scope of Services," shall remain firm and fixed for the term of the Agreement subject to section 7.3.2, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

7.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be fifteen days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Information Technology Department
5680 SW 87th Avenue
Miami, FL 33173

Attention: Julian Manduley

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 8. INDEMNIFICATION AND INSURANCE

8.1 General Indemnification. The Contractor shall defend and settle, indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from third party claims for property damage, bodily injury (including death), and any failure by the Contractor to comply with the laws applicable to Contractor's business, to the extent caused by Contractor's negligence or willful misconduct resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors; provided that the County promptly notifies Contractor of such claims, cooperates with Contractor in the defense of the claims, and grants Contractor sole defense of such claims. In connection with such claims, the Contractor shall pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorney's fees), as well as third party costs incurred by the County at the request of Contractor in connection with the defense of the claim. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

8.2 Limitation of Liability. During the initial 12-months of the Agreement, Contractor's liability to the County under this Agreement is limited to $1,000,000 per relevant purchase order. Thereafter, the Contractor's liability to the County under this Agreement is limited to the greater of $1,000,000 per relevant purchase order or a sum equal to three times the amounts paid to HP for all orders placed under this Agreement for the 12 months preceding the last act or omission giving rise to the liability. Neither the County nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

8.3 Insurance. Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days

written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 9. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner in accordance with the terms and conditions of this Agreement. The County shall be entitled to performance of all Services described herein in accordance with the Agreement terms, and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County, in accordance with the terms of Article 8 (Indemnification and Insurance). Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor represents that its personnel have the required skill, training, background, knowledge, experience, rights, authorizations, competency, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) Both parties shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 10. EMPLOYEES OF THE CONTRACTOR

a) All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. Each employee shall have and wear proper identification.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and Services under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 12. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations, requests, and instructions and shall promptly comply with every requests/instructions of the Project Manager, including the withdrawal or modification of any previous determinations or requests/instructions regardless of whether the Contractor agrees with the Project Manager's determination or requests/instructions, as long as such requests/instructions are in compliance with the Agreement terms and conditions. Where requests/instructions are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and

binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within a reasonable amount of time, not to exceed 30 days, of the occurrence, event, or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 13. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims, only if the claim pertains to this Agreement and the Contractor has failed or refused to defend or settle such claims in accordance with Articles 8 and 25, and thereafter seek the costs resulting from such defense from the Contractor.

ARTICLE 14. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 15. AUDITS

Subject to the content of this Article, the County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which pertain to this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with County or federal government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Once every twelve (12) months (per year) during the term of this Agreement, and provided the County provides ten (10) business days written notice, the County may request and Contractor will provide access to files or records pertaining to this Agreement specific to any charges paid or payable by the County hereunder during the previous [twelve] months for the purposes of determining if such charges are accurate. If the County wishes to select a third party auditor to perform such audit, such auditor shall sign a confidentiality agreement reasonably agreeable to Contractor prior to commencement of the audit, and the result of the audit shall be subject to such confidentiality agreement. These files and records shall not include any personnel related information, product or labor cost data, or proprietary data relating to Contractor's products or services. Audits shall be performed at the County's cost during normal business hours in a manner to minimize disruption to Contractor's business, and the County shall promptly provide Contractor with a copy of the results of the audit.

ARTICLE 16. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 17. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 18. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the Services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation reasonably disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor that the County will approve, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in accordance with the Agreement requirements. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it reasonably appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Upon request, Contractor shall furnish to the County copies of Contractor's standard subcontractor/supplier agreement. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract, in the event the County finds the Contractor in breach of this Agreement, and terminates the Agreement in accordance with the terms herein. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 19. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 20. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 21. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct costs associated with such termination or cancellation, including attorney's fees, in accordance with Article 8.1 (Limitation of Liability).

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement for convenience by providing thirty (30) days written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders that have not shipped or are not in the customization process;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

vi. immediately return to the County all materials, equipment, media, documents, reports, data, including image files provided by the County to the Contractor under this Agreement.

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services; and

iii. Products shipped and Support performed up to the Effective Termination Date.

g) In the event that the County terminates this Agreement for cause, any amounts owed to the Contractor will be offset by any damages or payments owed by the Contractor to the County under this Agreement.

h) All compensation pursuant to this Article is subject to audit, in accordance with Article 15.

ARTICLE 22. EVENT OF DEFAULT

22.1 The following is subject to the terms of Articles 23 and 24:

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis in accordance with the Agreement terms;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel to fulfill its contractual obligations;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services, in accordance subcontractors/suppliers agreements;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data including image files for which the County has paid or provided to Contractor.

22.2 Contractor may terminate the Agreement on written notice if the County fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details, and such notice and cure period is required prior to any termination for default. The termination of the Agreement will not affect payments due or fulfillment and payment of orders accepted prior to termination. Additionally, HP may suspend or cancel performance of open purchase orders or Services if County fails to make payments in accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code.

ARTICLE 23. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor ("Default Notice"), specifying the basis for such default, advising the Contractor that such default must be cured immediately in the event of breach of law or, for all other Events of Default, to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any greater period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date, if Contractor fails to cure the Event of Default.

ARTICLE 24. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, and Contractor is unable to cure the Event of Default in accordance with Article 23, the Contractor shall be liable for all direct damages resulting from the default, including but not limited to:

a) any Products or Services that the County must re-procure, to the extent that the Event of Default causing re-procurement is HP's Event of Default, the difference between the Agreement cost for the Products or Services hereunder and the amount actually expended by the County for re-procurement of the Products or Services, including reasonable procurement and administrative costs, as Agreement termination damages only. The County shall mitigate the damages by using reasonable efforts to re-procure similarly scoped and priced Products and Services.; and

b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default in accordance with the terms of this Agreement. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 25. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not intentionally infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights of any third party in the performance of the Work.

b) The Contractor agrees that all Products or Services furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights ("Intellectual Property Rights") of any third party.

c) The Contractor shall defend and/or settle any and all claims made against the County that allege that an HP Branded Product or Service as supplied under this Agreement infringes the Intellectual Property Rights, whether intentional or otherwise, of any third party. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any third party claims for infringement of Intellectual Property Rights. Contractor will rely on the County's prompt notification of the claim and cooperation with HP's defense.

d) In the event any HP Branded Product or Service provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s) so as to be non-infringing, or (ii) procure a license for the County, at the Contractor's expense, for the rights provided under this Agreement to use the item(s). If these options are not available, Contractor will refund to the County the amount paid for the affected HP Branded Product or for Support services, the balance of any pre-paid amount or, for professional services, the amount paid. Contractor is not responsible for claims resulting from any unauthorized use of the Products or Services. This section shall also apply to Deliverables identified as such in the relevant Support Material except that Contractor is not responsible for claims resulting from Deliverables content or design provided by the County.

e) Should the Contractor become aware that its supplier or subcontractor under this Agreement is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit Contractor from completing its contractual obligations, the Contractor shall notify the County. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Products or Services that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 26. CONFIDENTIALITY

26.1 County Confidentiality.

a) Acknowledgement. As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law and the Uniform Trade Secrets Act, Florida Statutes, Section 688.001, *et seq.*

b) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

c) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

26.2 Contractor Confidentiality. Information provided by Contractor to the County under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the County without obligation of confidentiality; ii) is independently developed by the County; or iii) where disclosure is required by law or a governmental agency.

26.3 It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the disclosing party shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested, upon the completion of the Services performed hereunder, the receiving party shall immediately turn over to the disclosing party all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the receiving party or its employees, agents, subcontractors or suppliers without the prior written consent of the disclosing party. A certificate evidencing compliance with this provision and signed by an officer of the receiving party shall accompany such materials.

ARTICLE 27. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law and the Uniform Trade Secrets Act, Florida Statutes, Section 688.001, *et seq.*

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 28. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including the any images files provided to the Contractor, even if modified by the Contractor on behalf of the County, in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) The Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. No transfer of ownership of any intellectual property will occur under this Agreement. The County grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If Deliverables are created by Contractor specifically for the County and identified as such in Supporting Material, Contractor hereby grants the County a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the Deliverables internally.

ARTICLE 29. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit*** *(Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit*** *(Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Section 2-8.8 of the County Code)
13. ***Environmentally Acceptable Packaging***
    (Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 30. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction.. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below.. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the

following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 31. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which specifically pertain to Contractor and its employees for the Products and Services purchased under this Agreement, including:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the Work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for Contractor's failure to obtain and maintain required licenses, certifications, permits and/or inspections, which are Contractor's obligation in accordance with this Agreement, shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 33. CONFLICT OF INTEREST

The Contractor represents that to our knowledge:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this

Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest, with the exception of ownership of HP stock or commodities, which may be publicly purchased or traded. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any Product or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 35. BANKRUPTCY

The County reserves the right to terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

If the County becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, Contractor may terminate this Agreement and cancel any unfulfilled obligations.

ARTICLE 36. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 37. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within ten (10) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 22 of this Contract.

ARTICLE 38. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 39. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Support (service/maintenance) can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation, subject to the terms of Appendix B. There will be no early termination charges from the Contractor for canceling Support during the year due to non-appropriations.

ARTICLE 40. WARRANTY

Contractor must provide warranty services on ALL Hardware that is purchased through this Agreement. Warranty costs are to be included in the Hardware price, except for optional upgrades. Any defective items shall be replaced in accordance with the applicable warranty. Any Deficient on Arrival (DOA) Hardware will be replaced with new Hardware in accordance with Contractor's DOA policy, as included in Appendix A.

a) Warranty Period.

i. Hardware Warranty. All HP Branded Hardware is covered by Contractor's limited warranty statements that are provided with the Products or as specified at hp.com/go/carepack. Hardware warranties begin on the date of delivery or if applicable, upon completion of Contractor installation, or (where the County delays Contractor installation) at the latest 30 days from the date of delivery. Non-HP branded Products receive warranty coverage as provided by the relevant third party supplier.

ii. Product Warranty Claims. When Contractor receives a valid warranty claim for Contractor Hardware or Software, HP will either repair the relevant defect or replace the Product. If Contractor is unable to complete the repair or replace the Hardware or Software within a reasonable time, the County will be entitled to a full refund upon the prompt return of the Product to Contractor (if Hardware) or upon written confirmation by the County that the relevant Software has been destroyed or permanently disabled. Contractor will pay for shipment of repaired or replaced Products to the County and the County will be responsible for return shipment of the Product to Contractor.

iii. Software Performance. Contractor warrants that HP Branded Software will conform materially to their specifications and be free of malware at the time of delivery. Contractor warranties for HP Branded Software will begin on the date of delivery and unless otherwise specified in a mutually agreed upon Supporting Material, will last for ninety (90) days. Contractor does not warrant that the operation of Software will be uninterrupted or error-free or that Software will operate in hardware and software combinations other than as authorized by Contractor in Supporting Material.

iv. Remedies. This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

b) Onsite Inventory Equipment. Contractor's Onsite Inventory Program, including warranty information, is detailed in Appendix A.

ARTICLE 41. DELIVERIES

Unless otherwise specified within an individual order, the following shall be applicable to all orders issued under this Agreement:

a) Shipment Responsibilities. Products purchased under this Contract shall be delivered FOB Destination within County premises.

b) Delivery Locations. Specific locations will be provided by the County upon issuance of individual purchase orders.

c) Delivery. Contractor will use all commercially reasonable efforts to deliver Products in a timely manner. Contractor may elect to deliver Software and related Product/license information by electronic transmission or via download.

ARTICLE 42. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County. The Contractor understands that the County shall have final approval on all Deliverables.

If Supporting Material for Services defines specific Deliverables, Contractor warrants those Deliverables will conform materially to their written specifications for 30 days following delivery. If the County notifies Contractor of such non-conformity during the 30-day period, Contractor will promptly remedy the impacted Deliverables or refund to the County the fees paid for those Deliverables and the County will return those Deliverables to Contractor.

ARTICLE 43. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which in not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

ARTICLE 44. NON-EXCLUSIVITY

Although the purpose of this Agreement is to satisfy the IT Hardware needs of the County, it is hereby agreed and understood that this Agreement does not provide an exclusive right to the Contractor to receive all orders that may be generated by the County. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

ARTICLE 45. LEASING

Should the County opt to utilize leasing services as a finance option, the terms and conditions of the lease shall be mutually agreed upon between the parties at the time of order.

ARTICLE 46. BACK ORDERS; DELAYS IN DELIVERY

If Contractor is unable to deliver an ordered product in accordance with the scheduled delivery date, due to a Product back order, Contractor will communicate that to the County at the time of order placement, or once

Contractor is aware of the back order. Contractor will also notify the County of the new expected ship/delivery date for any back orders. In the event of a back order, Contractor will work with the County to provide alternative Products (subject to the County's approval), which can ship more rapidly. If a back order is not resolved within a time frame acceptable to the County, the County may cancel the back order, though orders that have already shipped, or are in the customization process, cannot be cancelled. Orders that have shipped are subject to the HP State and Local Government and Education Customer Return Policy, as included in Appendix C.

ARTICLE 47. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the Program are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407.

ARTICLE 48. SUPPLEMENTAL TERMS

48.1 **Products.**

(a) Title. Risk of loss or damage and title for Hardware Products will pass upon delivery to the County or its designee. However, risk of loss or damage and title for the On-Site Inventory Hardware Products will pass to the County as set forth in Appendix A. Where permitted by law, Contractor retains a security interest in Hardware sold until full payment is received.

(b) Installation. If Contractor is providing installation with the Product purchase, the Parties will mutually agree upon a statement of work, including site guidelines. Contractor will conduct its standard installation and test procedures to confirm completion.

48.2. **Software.**

(a) The intent of this Agreement is not for the purchase of standalone (for fee) Software. This Section will only apply to Software preloaded on Hardware, which is necessary for the configuration and operation of Products, and included in the purchase price of the Standard Configurations.

(b) Contractor shall not install any trial, demonstration, temporary, promotional Software or additional Software not authorized by the County on any Hardware Products ordered by the County under this Agreement. Contractor shall be liable for any misuse arising out of any such installation in violation of this Section.

(c) License Grant. Contractor grants the County a non-exclusive license to use the version or release of the HP Branded Software listed in the order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific Software licensing information that is in the Software Product or its Supporting Material. For non-HP branded Software, the third party's license terms will govern its use.

(d) Updates. The County may order new HP Branded Software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP Branded Software Support agreement. Additional licenses or fees may apply for these Updates or for the use of the Software in an upgraded environment. Updates are subject to the license terms in effect at the time that Contractor makes them available to the County.

(e) License Restrictions. Due to the restriction in sections 48.2(a) and (b), remote monitoring is not applicable to this Agreement. The County may make a copy or adaptation of a licensed HP Branded Software Product only for archival purposes or when it is an essential step in the authorized use of the Software. The County may use this archival copy without paying an additional license only when the primary system is inoperable. The County may not copy licensed Software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over the County's intranet require restricted access by authorized users only. The County will also not modify, reverse engineer, disassemble decrypt, decompile or make derivative works of any Software licensed to the County under this Agreement unless permitted by statute, in which case the County will provide Contractor with reasonably detailed information about those activities.

(f) License Term and Termination. Unless otherwise specified, any license granted is perpetual, provided however that if the County fails to comply with the terms of this Agreement, Contractor may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, the County will either destroy all copies of the Software or return them to Contractor, except that the County may retain one (1) copy for archival purposes only.

(g) License Transfer. The County may not sublicense, assign, transfer, rent or lease the Software or Software license except as permitted by Contractor. HP Branded Software licenses are generally transferable subject to Contractor's prior written authorization and payment to Contractor of any applicable fees. Upon such transfer, the County's rights shall terminate and the County shall transfer all copies of the Software to the transferee. Transferee must agree in writing to be bound by the applicable Software license terms. The County may transfer firmware only upon transfer of associated hardware.

(h) US Federal Government Use. If Software is licensed to the County for use in the performance of a US Government prime contract or subcontract, the County agrees that consistent with FAR 12.211 and 12.212, commercial computer Software, documentation and technical data for commercial items are licensed under Contractor's standard commercial license.

48.3 **Services.**

(a) Support Services. Contractor's Support Services will be described in the applicable Supporting Material, which will cover the description of Contractor's offering, eligibility requirements, Service limitations and the County responsibilities, as well as the County systems supported. Support Services are further described in Appendix B – Supplemental Data Sheet.

(b) Dependencies. Contractor's ability to deliver services will depend on County's reasonable and timely cooperation and the accuracy and completeness of any information from County needed to deliver the services.

(c) Change Orders. Contractor agrees to appoint a project representative to serve as the principal point of contact in managing the delivery of Services and in dealing with issues that may arise. Requests to change the scope of Services or Deliverables will require a change order signed by both parties.

(d) Services Performance. Services are performed using generally recognized commercial practices and standards. The County agrees to provide prompt notice of any such Service concerns and Contractor will re-perform any Service that fails to meet this standard.

48.4 **Eligibility.** Contractor's Service, Support and warranty commitments do not cover claims resulting from:

(a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;

(b) Modifications or improper system maintenance or calibration not performed by Contractor or authorized by Contractor;

(c) failure or functional limitations of any non-Contractor Software or product impacting systems receiving Contractor Support or Service;

(d) malware (e.g. virus, worm, etc.) not introduced by Contractor; or

(e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by the County, or other causes beyond Contractor's control.

48.5 **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to have access to personally identifiable information ("**PII**") of the County in providing Services. To the extent Contractor has access to the County PII stored on a system or device of the County, such access will likely be incidental and the County will remain the data controller of the County PII at all times. Contractor will use any PII to which it has access strictly for purposes of delivering the Services ordered.

48.6 **Global Trade Compliance.** Products and Services provided under these terms are for the County's internal use and not for further commercialization. If the County exports, imports or otherwise transfers products and/or deliverables provided under these terms, the County will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. Contractor may suspend its performance under this Agreement to the extent required by laws applicable to either party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Contract Date herein above set forth.

Contractor – Hewlett-Packard Company

By: _____

Name: Judith M. Alexander, Esq.

Title: Public Sector Contracts Negotiator

Date: August 30, 2013

Attest: _____
~~Corporate Secretary~~/Notary Public

~~Corporate Seal~~/Notary Seal

BIANCA VEGA
Notary Public - State of Florida
My Comm. Expires Aug 14, 2015
Commission # EE 121499

Miami-Dade County

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

_____

APPENDIX A – SCOPE OF SERVICES

I. Included Products

This Agreement shall include the following Products as well as peripherals or accessories associated with such Products:

- Desktop Computers – Personal computers designed for regular use at a single location, inclusive of all associated components, including but not limited to, the system, monitor, keyboard, mouse and audio accessories
- Mobile Computers – Personal computers designed for regular use at varied locations, inclusive of all form factors, including but not limited to, laptops, netbooks, and tablets
- Thin Client Devices – Simple hardware devices with no moving parts that rely on a server to provide computing resources

The Agreement shall not include Products outside of those defined above, regardless of whether or not the Contactor has such Product included in their product catalogue.

II. Leasing Services

Hewlett-Packard Financial Services Company (HPFS), which is a wholly-owned subsidiary of Hewlett-Packard Company (FEIN: 76-0523923) is pleased to provide the County with a proposal for a possible lease/financing transaction with HPFS.

HPFS offers a complete array of leasing and financial lifecycle management services. HPFS can help the County transition from existing technology, acquire a new solution cost-effectively, and manage that solution throughout its lifecycle, *including hardware, software, warranty and support services in the lease.* HP's goal is to help increase the return on IT investment, reduce risk, and work within existing capital and operating budgets.

There are variations and options with each major lease plan. The plans below are examples of what is offered through HP Financial Services Public Sector Sales, and can be adapted to address the County's specific needs. For example, HPFS can structure a customized leasing or financing plan based on factors such as budgetary requirements, equipment delivery and installation cycles, and the anticipated period of use to help maximize the benefits to the County. *HPFS does not charge documentation or service fees on lease transactions.*

HPFS can offer terms from a minimum of 2 years up to 5 years, with payment structure of annual, quarterly or monthly, depending on the cash flow needs of the Lessee.

Additionally, as HPFS is a wholly owned subsidiary of the Hewlett-Packard Company there is no need to assign invoices to a third party company and HPFS will work closely with HP customer service to expedite orders. *HPFS will require a direct billing for each Lease Schedule executed under a Master Lease Agreement.*

A. Leasing Options

HPFS can offer either full-payout financing or a true lease structure, depending on end-of-life disposition practices:

1. Tax-Exempt Financing

Tax-Exempt Financing is available to political subdivisions/103A entities. Is basically an installment sale that the Lessee may terminate if it does not appropriate sufficient funds for the lease payments during any fiscal year. For Federal tax law purposes, the transaction is considered a purchase, with the Lessee considered the buyer and the Lessor considered the seller (title is typically held by the Lessee). The Lessor is not entitled to take any depreciation on the property.

2. FMV Lease

An FMV Lease is documented on a HPFS Master Operating Lease Agreement. HPFS as Lessor is tax owner of the asset(s) and essentially rents/leases the equipment for the term to the Lessee. At lease maturity, Lessee typically has the following options: (a) Purchase all the equipment for Fair Market Value (FMV), (b) Return all equipment to Lessor, (c) Renew the lease at then FMV for an extended term, or (d) Continue paying rents until able to make a decision on previous three options.

3. Tech Refresh Lease

A Tech Refresh Lease is available to political subdivisions/103A entities. Is structured as a Tax-Exempt Installment Sale with an option on the last payment to either return the equipment and acquire new, OR make the payment and own the equipment outright. The option is generally calculated as a wholesale residual. There is only one refresh opportunity during the lease with no partial refreshes allowed. The documentation requires standard tax-exempt installment sale contracts with a Tech Refresh Amendment.

III. Custom Image Services

As part of our Custom Integration Services (CIS), HP Direct offers four (4) standard services within our Software Integration offering, each of which includes an in-factory image loading process for PCs. HP's standard Software Integration Services are available globally, and the County may select from the following categories of competitively priced imaging services. There is no limit to the number of images that the County can provide to HP for deployment, which comply with the CIS requirements of this Section III.

A. Image Development

1. HP PC Image Load Service

HP will process and load County-provided images at HP factories prior to delivery. HP can accept images in the following formats: FTP file, CDR/CDRW or DVD, or USB key, and images must have been developed using a compatible cloning tool, which includes Image X (WIM or SWM format), Ghost 11 or 8.3 and Rdeploy, and require no additional modifications prior to placing the image into production, including any legacy or special testing. The County can provide updated images at any time, which comply with the CIS requirements of this Section III. This service shall be provided at no cost to the County.

2. HP PC Image Modification and Load Service

HP will modify County's existing PC software image and load the image at HP factories prior to delivery. As part of this service, HP will modify the image based on the County's specifications, including the addition of HP standard drivers, partition modifications, installing up to three (3) additional software applications, adding or modifying up to three OS configuration settings. This service also includes up to one image modification per quarter to in-production images at no additional cost. This service shall be provided at a cost of $2.50 per device.

3. HP PC Image Build and Load Service

HP will create a new custom image based upon the County's functional needs and specifications, and will process the image to be loaded at HP factories prior to delivery. This service shall be provided at a cost of $7.50 per device.

4. HP Multi-Platform PC Image Service

HP will build and install a County PC master image on multiple HP PC platforms during the manufacturing process in the factory. The service shall be provided at a cost of $13.00 per device.

5. Additional Imaging Solutions

Should the County require a more complex imaging solution, HP offers additional services beyond our standard services which provide higher levels of customization. HP would be glad to provide more details and custom pricing upon determining the exact requirements of the project.

B. Image Recovery

1. HP will provide a secure FTP site that allows the County to obtain copies of all County images at no cost.
2. HP Back-Up Media Design & Replication: At the County's option, HP will develop a specialized restore solution capable of recovering a custom image and ship a copy of the specialized restore CD/DVD with each device at a cost of $10.00 per device.

C. Test Procedures

The following is a list of test procedures that the Custom Integration Services Test Team performs during the HP PC Image Load Service. They are grouped into functional categories.

1. Requirements

The test procedures in subsections C.2 through C.4 below, shall be completed by HP within 10 business days of the County's provision of image files, subject to the following County responsibilities:

- Ensure PC software image is communicated to HP using one of the following media: FTP file, CDR/CDRW or DVD, USB key;
- Ensure PC software image is properly validated and generated using one of the HP supported tools: (Image X (WIM or SWM format), Ghost 11 or 8.3 and Rdeploy;
- Perform final test and accept prior to mass deployment; and
- Sign-off acceptance test prior to mass deployment.

2. System Installation

- Verify that the BIOS Settings are correct if applicable.
- Verify the hardware is built to the County's specification.
- Verify that the image installs correctly.
- Any anomalies during or after the image unbundle process will be recorded, investigated for possible cause and resolution, and related back to the County only if the system does "blue screen" during the initial image boot up/login process.

3. Base System Testing

- Verify that the file system, volume name and partition information is correct.

4. Software Tests

- Verify that the image being processed is correct, based on an MD5 value.
- Install or execute Anti-Virus program (using the latest available virus definition updates available from the anti-virus program manufacturer's website) to ensure the image has no viruses.
- Additional testing may be performed for the HP PC Image Modification & Load Service, the HP PC Image Build & Load Service, HP Multi-Platform PC Image Service, or when other customization services are performed in-factory along with the HP PC Image Load Service.

IV. Self-Maintainer Program

The HP Self-Maintainer Program provides the County with an alternative to service and support through HP authorized warranty delivery partners or HP Services. In turn, the ability to self-service eligible HP products allows the County to meet the needs of its internal customers quickly.

The HP Self-Maintainer Program is intended for end-user customers who meet the following criteria:

- Purchase at least $50,000 in eligible HP products each year;
- Have specific requirements to service the HP products they operate and either own or lease.

A. Features and Benefits

As an HP Self-Maintainer, the County can take full advantage of the features and benefits that follow.

1. HP Channel Services Network (CSN)

An online warranty claims processing program. This Microsoft® Windows®-based application ties directly into the HP Service Order Management database. CSN can be accessed through the Internet 24 x 7 and allows real-time ordering (no batching). It enables warranty verification, permits claims processing, and provides detailed reports.

2. Repair/Exchange

An efficient, cost-effective method of obtaining inventory, as well as maintaining tighter inventory control. This is a one-for-one parts exchange program for out-of-warranty HP parts. Partial credit will be given for defective parts once returned. Additionally, active HP Self-Maintainers receive a discount on non-warranty HP Genuine Spare Parts when purchased via the HP Parts Store.

3. In-Warranty Repair

Receive the service authorization and the technical knowledge to perform in-warranty PC and printer repairs. HP provides the tools and training necessary to reduce response time in critical situations.

4. Service Advisories and Bulletins

Include the latest service-related information regarding administrative procedures, products, programs, special offers, and non-critical technical information. They are published on CSN whenever there is a need to communicate critical service information.

5. Warranty Labor Reimbursement

Entitles parts-and-labor tier Self-Maintainers to warranty labor reimbursement for product repairs that are performed during the warranty period.

B. Program Fees

There is no fee associated with participating in HP's Self-Maintainer Program for the proposed Products. A self-maintainer technician can participate in the HP Self-Maintainer Program only after completing the training and passing the qualification tests offered by HP or through HP's authorized third party testing vendor. There is no cost associated with the training or qualification testing of County technicians.

C. Support Options

The HP Self-Maintainer Program has two levels or tiers, enabling the County to choose the program that best fits its needs.

- Parts-only Tier—HP will provide free replacement parts under factory warranty only. Labor is not reimbursed.

- Parts-and-labor Tier—HP will provide free replacement parts under factory warranty only with labor reimbursement.

1. Parts-only Tier 1

The following are the minimum requirements for the parts-only tier:

- Must own or lease the equipment being serviced and the equipment must be located at the customer site.
- Must qualify for net 30 terms with a minimum credit limit of $10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

2. Parts-and-labor Tier 2

The following are minimum requirements for the parts-and-labor tier:

- Must have purchased at least $50,000 of eligible HP products in the last 12 months.
- HP products must be purchased directly from HP, authorized 1st tier or 2nd tier distributors, or authorized commercial resellers.
- Must own or lease the equipment being serviced. The equipment must be located at the customer site.
- Must qualify for net 30 terms with a minimum credit limit of $10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

V. Onsite Inventory

A. Spare Devices

In response to the County's need for on-site inventory, HP will provide the County a customized spares program. Upon execution of the Agreement, HP will provide the County the following devices:

- Group 1, option 1 = 12 of Standard Performance desktop
- Group 1, option 2 = 12 of Mid Performance desktop
- Group 1, option 3 = 6 of High Performance desktop
- Group 2, option 1 = 2 of the tablet
- Group 2, option 2 = 2 of the netbook
- Group 2, option 3 = 4 of the standard performance notebook
- Group 2, option 4 = 4 of the Mid Performance notebook
- Group 2, option 5 = 2 of the High Performance notebook

HP will refresh these devices as each configuration's product series reaches the end of its relevancy within HP's product roadmap. At the time of transition to newer product family or series, HP will provide to the County a new shipment, consistent with the totals (by configuration), as listed above. Quantities in onsite inventory will be adjusted as needed by mutual agreement of the Parties, which HP will confirm in writing.

These devices will be sent to the County as onsite inventory and will not require the County to purchase the devices. HP will require the County to submit a zero dollar ($0.00) purchase order prior to order fulfillment and delivery. At such time as the County deploys a Product into production, it will be removed from inventory and the County will issue a purchase order for such Product. At the conclusion of a 30 day period, the County will issue a purchase order for the cost of Products remaining in inventory and HP will provide replacement inventory. During such 30 day period, HP will retain ownership/title of all Products. Upon expiration of the 30 day period and/or issuance of a purchased order, ownership/title will transfer to the County. The County shall accept risk of loss to Products after delivery.

Inventory Warranty. Warranty period will begin at the date of deployment of inventory, but no later than 30 days from delivery.

B. Spare Parts

HP has endeavored to provide the best support offerings that will enable the County to maintain a high availability compute environment. In addition to the Spares and the HP Self Maintainer program, HP is pleased to provide to the County support for the requested on-site parts inventory.

HP's Self Maintainer program will enable the County to house an onsite reserve of parts that will assist the County in minimizing computer down time. HP's Self Maintainer program can facilitate the County's onsite spare parts requirement. This program will require further information regarding total inventory, enrollment into the HP Self Maintainer program, as well as a financial investment by the County into the parts inventory program.

This program will empower the County to limit service down time and speed up the time to repair devices. As a Self-Maintainer, information regarding the components that are considered critical to each build will be available to the County. The County will be able to order these parts and maintain on-site stock levels that are optimum to the County's unique environment.

General warranty repair terms will apply with this program, and as such, the warranty for the spare part will begin at the time the component is installed into a device that has a valid warranty case ID. The spare part warranty will begin when an HP Certified Warranty Repair Technician completes the warranty repair claim and the spare part will be covered under the longer of the remainder of the warranty for the covered device or the HP 90-day Spare Parts Limited Warranty.

VI. Deficient on Arrival (DOA)

HP is dedicated to delivering Products to the County that are complete, undamaged, and usable. For that reason, resolving DOA issues quickly and consistently is a priority. A DOA unit is any eligible HP Product (system or option) that does not conform to the County's order upon initial inspection or use within 30 calendar days after the Product delivery, or within 30 calendar days after the documented date of initial installation (by HP, a third party, or the County) for the following reasons:

- Inoperative condition: The unit is not operative at power-up or fails because of factory-configured hardware, software, or firmware.

  The quickest resolution to an inoperative condition is for the County to contact the normal service and warranty channels first. If initial Service is not successful, the County can request an additional service event or replacement unit. Replacement units receive highest supply-chain priority.

- Order fulfillment condition (to be addressed by Point of Sale):
  - Unit is incomplete or missing items or components;
  - Unit is configured improperly by HP or by a HP authorized reseller;

- Unit received is not what was ordered;
- Unit arrives damaged.

Whole unit shipments typically take 7-15 days; however, whole unit replacement shipment times may vary by product line, from the date the unit is ordered to the shipment date.

VII. Review and Planning Meetings; Roadmap Activities

- The HP and CSS Account Teams will hold regular review meetings with the County's key technical personnel, at least once a month or with greater frequency as new technology releases or issues arise. These meetings are designed to inform all parties of the status of the business relationship, advise about any project work planned or in progress, and to draw attention to any technical or other issues that have occurred or could occur in the future.
- In addition, HP Technology Consultants will provide product "roadmaps" for HP future technologies, which require a mutually executed nondisclosure agreement ("NDA") between the parties. These briefings can be incorporated into regular meetings with the County or held separately if a different audience is required.
- HP can also use the services of Product Marketing to deliver specific or product-focused briefings, dependent on the audience and required information.
- The HP and CSS Account Teams will interface with the County on a daily basis to ensure basic account items are addressed as our relationship and the County's business requirements are defined. On a monthly basis, HP will also meet with the County's IT stakeholders to provide proactive communications that are pertinent or may be of interest to the County. Items that will be addressed in these meetings will include:
- Proactive communication regarding product announcements;
- Future technology enhancements and roadmap information;
- Proactive management of the IT standards and related hardware;
- New and innovative areas of potential cost savings;
- Best practices and potential case studies that may be of interest to the County;
- Input from the County regarding business practices;
- Input from the County regarding key areas of focus;
- Key actions or items that the County would like to assign to the HP team.

VIII. County Employee Purchase Program

For purchase of HP products by County employees through our Employee Purchase Program (EPP) online store, HP will establish an account web portal, which is not government e-mail address sensitive. HP will provide the web portal address to the County for distribution to its employees.

APPENDIX B – SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to Contractor's Support offerings, which are set forth in detail in offering-specific datasheets, with the exception of those Support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

(a) Hardware Support-General Eligibility. Hardware Products must be in good operating condition, as reasonably determined by Contractor, to be eligible for placement under Support. The County must also maintain eligible Products at the latest Contractor-specified configuration and revision levels.

(b) Return to Support. If the County allows Support to lapse, Contractor may charge the County additional fees to resume Support or require the County to perform certain Hardware or Software upgrades.

(c) Use of Proprietary Service Tools. Contractor may require the County to use certain Hardware and/or Software system and network diagnostic and maintenance programs ("**Proprietary Service Tools**"), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of Contractor, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. The County may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by Contractor and the County may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, the County will return the Proprietary Service Tools or allow Contractor to remove these Proprietary Service Tools. The County will also be required to:

(i) Allows Contractor to keep the Proprietary Service Tools resident on your systems or sites, and assist Contractor in running them;

(ii) Install Proprietary Service Tools, including installation of any required updates and patches;

(iii) Use the electronic data transfer capability to inform Contractor of events identified by the Software;

(iv) If required, purchase Contractor-specified remote connection Hardware for systems with remote diagnosis service; and

(v) Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

(a) Local Availability of Support. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas. In addition, delivery of Support outside of the applicable Contractor coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

(b) Version Support. Unless otherwise agreed by Contractor in writing, and for those offerings not delivered by HP Software, Contractor only provides Support for the current version and the immediately preceding version of HP Branded Software, and provided that HP Branded Software is used with Hardware or Software included in Contractor-specified configurations at the specified version level. "**Version**" means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available to our customers.

(c) Relocation and Impact on Support. Relocation of any Products under Support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to Contractor may be required to begin Support after relocation. For Products, any relocation is also subject to the license terms for such Products.

(d) Multi-vendor Support. Contractor provides Support for certain non-HP Branded Products. The relevant data sheet will specify availability and coverage levels and the Support will be provided accordingly, whether or not the non-HP Branded Products are under warranty. Contractor may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide Support for them.

(e) Modifications. The County will allow Contractor, at Contractor's request, and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.

3. COUNTY RESPONSIBILITIES

(a) Site and Product Access. The County will provide Contractor access to the Products covered under Support; and if applicable, adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by Contractor to service the Products; and other access requirements described in the relevant data sheet. If the County fails to provide such access, resulting in Contractor's inability to provide Support, Contractor shall be entitled to charge the County for the Support call at Contractor's published service rates. The County is responsible for removing any Products ineligible for Support, as advised by Contractor, to allow Contractor to perform Support. If delivery of Support is made more difficult because of ineligible Products, Contractor will charge the County for the Extra Work at Contractor's published service rates.

(b) Licenses. The County may purchase available Product Support for HP Branded Products only if the County can provide evidence that the County has rightfully acquired an appropriate HP license for the Products, and the County may not alter or modify the Products unless authorized by Contractor at any time.

(c) Software Support Documentation and Right to Copy. The County may only copy documentation updates if the County purchased the right to copy them for the associated Products. Copies must include appropriate HP trademark and copyright notices.

(d) Loaner Units. Contractor maintains title and the County shall have risk of loss or damage for loaner units if provided at Contractor's discretion as part of Hardware Support or warranty Services and such units will be returned to Contractor without lien or encumbrance at the end of the loaner period.

(e) Hardware Support. Compatible Cables and Connectors. The County will connect Hardware Products covered under Support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.

(f) Data Backup. To reconstruct your lost or altered files, data, or programs, the County must maintain a separate backup system or procedure that is not dependent on the Products under Support.

(g) Temporary Workarounds. The County will implement temporary procedures or workarounds provided by Contractor while Contractor works on a permanent solution.

(h) Hazardous Environment. The County will notify Contractor if the County uses Products in an environment that poses a potential health or safety hazard to Contractor employees or subcontractors. Contractor may require the County to maintain such Products under Contractor supervision and may postpone Service until the County remedies such hazards.

(i) Authorized Representative. The County will have a representative present when Contractor provides Support at your site.

(j) Product List. The County maintains and updates a list of all Products in excess of $1,000 including: the location of the Products, serial numbers, the Contractor-designated system identifiers, and coverage levels.

(k) Solution Center Designated Callers. The County will identify a reasonable number of callers, as determined by Contractor and the County ("**Designated Callers**"), who may access Contractor's customer Support call centers ("**Solution Centers**") or online help tools.

(l) Solution Center Caller Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. Contractor may review and discuss with the County any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in Contractor's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the County may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to the County when Support is initiated. Solution Centers may provide Support in English or local languages, or both.

4. GENERAL PROVISIONS

(a) Cancellation. The County may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise agreed in writing. Contractor may discontinue Support for Products and specific Support Services no longer included in Contractor's Support offering upon sixty (60) days written notice, unless otherwise agreed in writing. If the County cancels prepaid Support, Contractor will refund the County a pro-rata amount for the unused prepaid Support subject to any restrictions or early termination fees as may be set forth in writing.

(b) Additional Services. Additional Services performed by Contractor at your request, and that are not included in your purchased Support, will be chargeable at the applicable published service rates for the country where the Service is performed.

(c) Replacement Parts. Parts provided under Hardware Support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of Contractor, unless Contractor agrees otherwise and the County pays any applicable charges.

APPENDIX C

HP STATE AND LOCAL GOVERNMENT AND EDUCATION

CUSTOMER RETURN POLICY

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HP/Compaq Branded product direct from Hewlett Packard Company ("HP") or a customer purchase under one of HP's State and Local Government or Education direct contract. A direct contract is defined as a contract by and between HP and a State, Local or Education end user. This return policy does not apply to resellers purchasing directly from HP Direct under a contract held by and between the reseller and the end user. This return policy does not apply to loaners, early marketing units or employee purchases administered as internal HP orders.

Products Not Eligible:

Factory Express Services: Products that require a custom image load, asset tagging and/or special packaging are not eligible unless the products are damaged, customer received an overage or HP incorrectly configured, ordered or shipped product (HP error).

Refurbished products: HP/Compaq Branded product

Consumable products: (i.e. printer cartridges, paper, open box software, etc.) cannot be returned to Hewlett-Packard

Third Party Options: Where returns are otherwise governed by the original manufacturer. Note: The original manufacturer may provide their own warranties; the guidelines should be confirmed with the customer support representative when requesting a Return Good Authorization ("RGA").

Product not purchased from HP directly: Which means product purchased from another source, such as a reseller, distributor, etc. not covered under an HP Direct held contract.

RETURN OF PRODUCTS

Defective Product:
For product that is defective on arrival, it is recommended that customers call Technical Support at 1-800-HPINVENT to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may call the HP North America Customer Service at 1-800-652-6672 to report product that was defective on arrival and obtain warranty service for HP Product, or obtain contact information for warranty services provided by other manufacturers.

Carrier Related Loss or Damaged Shipments:
Customers should note damages or shortages on the Bill of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HP Customer Service team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s) (where the box is in good condition but product is missing or damaged) is an exception and should be reported as soon as practicable after delivery in order for HP to establish the claim with the carrier.

HP is committed to customer satisfaction and values our relationship with State and Local Government and Education Customer. To show our commitment, HP is providing a goodwill right to return, or exchange unused products within 30 days from receipt of the product. HP does not charge a restocking or handling fee for product returned within 30 days. It's at HP's sole discretion to accept return products after 30-days. If a product return is accepted after 30-days a restocking fee may apply.

Procedures for Returns:
The State or Local Government Customer should contact the assigned Customer Service Representative by calling HP's toll free number, 1.800.727.2472 to coordinate returns or replacements within 30 days from receipt of product. At that time the customer will be issued a Return Good Authorization (RGA) number that shall

remain valid for a period of fifteen (15) calendar days from the date of issuance. All materials must be received within the RGA validation period.

The HP Customer Service Representative will schedule the pickup for returns and forward an email to the person requesting the return. Faxes can also be forwarded in place of an email. The email will include all the information regarding the return, including the Return Good Authorization Number ("RGA") and carrier name and date of pickup. The Customer Service Representative will assist the Customer on any other details or specifics regarding returns, credits and refunds.
Hewlett-Packard reserves the right to refuse any return that does not meet the requirements stated below:

Package – Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RGA.

If possible, remove all mailing labels on the outside of the box that references the customer address or simply mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RGA number on the box.

If product for more than one RGA is being returned in the same box, make sure that all RGA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RGA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.

The RGA number(s) must appear clearly on the box, as returns will not be accepted without an RGA number.

Returns must be 100% complete, unused, in original and re-salable condition, with all original packaging, manuals, registration card(s), software, cabling and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HP reserves the right not to issue an RGA for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer will be issued an invoice for the missing component. Missing components may include but are not limited to keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.

RGA numbers that have been open for greater than fifteen (15) days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RGA can be requested as long as it is within the 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HP Customer Service Representative via email or by the carrier:

HP Returns/Foxconn LLC
10739 W Little York RD Ste 100
Houston, TX 77401-4001
RGA (XXXXXXXX)

Please note: HP reserves the right to change any part of its return guidelines.

APPENDIX D

PRODUCTS AND PRICING

A. STANDARD CONFIGURATIONS

1. DESKTOP COMPUTERS

Option 1 – Standard Performance	HP Model and Characteristics HP 6300SFF/P201
Processor:	Intel® Core™ i5-3470 Processor Up to 3.6 GHz Max. Turbo Frequency (3.2 GHz base frequency) 6 MB cache, 4 cores, 4 threads
Operating System:	Genuine Windows® 7 Professional, 64-bit, English, or OS version compatible with the device and provided by the County for use as the device's image
Memory:	4GB DDR3-1600 DIMM (1x4GB) RAM
Boot HDD:	500 GB, 7200 rpm, SATA 6.0 Gb/s, SMART IV, 3.5" w/ 16MB Cache
Media Storage Device:	16X DVD-ROM SATA Optical Drive
Video Card:	Intel HD Graphics 2500 1 – VGA 1 – DisplayPort 1.1
Case:	Desktop Case
Hardware Warranty:	**HP Business Desktop Warranty** HP's limited warranty service includes three (3) years parts, labor and on-site service with Next Business Day (NBD) response, between 8:00 a.m. and 5:00 p.m. local time, Monday to Friday excluding HP holidays.
Monitors:	HP ProDisplay P201 20-In LED Monitor **HP Flat Panel Monitor Warranty** HP's standard warranty service for monitors includes three (3) years Direct Replacement Service or (3) year Next Business Day on-site response, determined at HP's sole discretion. With direct replacement, HP will ship a replacement display product directly to you. Using the prepaid shipping labels provided, return your failed display to HP in the same packaging as the replacement.
Environmental Compatibility:	US ENERGY STAR® IT ECO declaration EPEAT® Gold where HP registers commercial desktop products. See http://www.epeat.net for registration status in your country.
Case:	Desktop Case
Power Supply:	ENERGY STAR® qualified models certified EPEAT® Gold
Keyboard/Mouse:	USB Standard Keyboard, USB Optical Mouse

Option 2 Mid Performance	HP Model and Characteristics HP 6300MT/LA2205wg
Processor:	Intel® Core™ i7-3770 Processor Up to 3.9 GHz Max. Turbo Frequency (3.4 GHz base frequency) 8 MB cache, 4 cores, 8 threads
Operating System:	Genuine Windows® 7 Professional, 64-bit, English or OS version compatible with the device and provided by the County for use as the device's image
Memory:	8GB DDR3-1600 DIMM (2x4GB) RAM DDR3 non-ECC; up to 1600 MT/s
Boot HDD:	500 GB, 7200 rpm, SATA 6.0 Gb/s, SMART IV, 3.5" w/ 16MB Cache
Media Storage Device:	16X DVD-ROM SATA Optical Drive
Video Card:	AMD Radeon HD 6350 (512 MB) PCIe x16 (includes a DMS-59 to Dual VGA Y Cable)
Case:	MT Case
Hardware Warranty:	**HP Business Desktop Warranty** HP's limited warranty service includes three (3) years parts, labor and on-site service with Next Business Day response, between 8:00 a.m. and 5:00 p.m. local time, Monday to Friday excluding HP holidays.
Monitors:	HP COMPAQ LA2205wg LCD Monitor 22" monitor **HP Flat Panel Monitor Warranty** HP's standard warranty service for monitors includes three (3) years Direct Replacement Service or (3) year Next Business Day on-site response, determined at HP's sole discretion. With direct replacement, HP will ship a replacement display product directly to you. Using the prepaid shipping labels provided, return your failed display to HP in the same packaging as the replacement.
Environmental Compatibility:	US ENERGY STAR® IT ECO declaration EPEAT® Gold where HP registers commercial desktop products. See http://www.epeat.net for registration status in your country.
Power Supply:	ENERGY STAR® qualified models certified EPEAT® Gold
Case:	MT Case
Keyboard/Mouse:	USB Standard Keyboard, USB Optical Mouse

Option 3 High Performance	HP Model and Characteristics HP 6300 /L2401x
Processor	Intel® Core™ i7-3770 processor
Operating System:	Genuine Windows® 7 Professional, 64-bit, English, or OS version compatible with the device and provided by the County for use as the device's image
Memory:	16GB DDR3-1600 DIMM (4x4GB) RAM
Boot HDD:	500 GB, 7200 rpm, SATA 6.0 Gb/s, SMART IV, 3.5" w/ 16MB Cache

Option 3 High Performance	HP Model and Characteristics HP 6300 /L2401x
Second HDD:	250GB SATA 7200 rpm 6Gb/s 3.5" w/ 8MB cache
Media Storage Device:	16X DVD ROM SATA
Video Card:	AMD Radeon HD 7450 DP PCIe x16 1GB of DDR3 dedicated on-board graphics frame buffer memory1 DisplayPort® 1.2 1 Dual-link DVI
Case:	0020MT Case
Hardware Warranty:	**HP Business Desktop Warranty** HP's limited warranty service includes three (3) years parts, labor and on-site service with Next Business Day response, between 8:00 a.m. and 5:00 p.m. local time, Monday to Friday excluding HP holidays.
Monitors:	HP L2401x 24-In LED Monitor **HP Flat Panel Monitor Warranty** HP's standard warranty service for monitors includes three (3) years Direct Replacement Service or (3) year Next Business Day on-site response, determined at HP's sole discretion. With direct replacement, HP will ship a replacement display product directly to you. Using the prepaid shipping labels provided, return your failed display to HP in the same packaging as the replacement.
Environmental Compatibility:	US ENERGY STAR® IT ECO declaration EPEAT® Gold where HP registers commercial desktop products.
Case:	MT Case
Power Supply:	ENERGY STAR® qualified models certified EPEAT® Gold
Keyboard/Mouse:	USB Standard Keyboard, USB Optical Mouse

2. MOBILE COMPUTERS

Option 1 Tablet	HP Model and Characteristics HP ElitePad 900
Processor:	Intel® Atom™ Z2760 (1.5 GHz, up to 1.8 GHz using Intel Burst Technology and Intel Hyper-Threading Technology, 1 MB cache, 2 cores)
Operating System:	Genuine Windows® 8 Professional, Media, 32-bit, English, or Windows® image compatible with the device and provided by the County for use as the device's image
Memory:	2 GB * memory * Maximum Memory operates at the maximum system supported speed of 533 MHz
Primary Storage:	64 GB embedded Multi Media Card (eMMC) SSD
Camera/Microphone:	Two integrated webcams (1080p (front facing); 8 MP with LED (rear facing), Integrated microphone (dual-microphone array)

Option 1 Tablet	HP Model and Characteristics HP ElitePad 900
Video Card:	Intel® Graphics Media Accelerator; 533 MHz
Hardware Warranty:	**HP ElitePad 900 Standard Warranty** HP has proposed an HP Care Pack to satisfy the one (1) year onsite requirement. Standard warranty for the HP ElitePad 900 includes one (1) year parts and one (1) year labor, with pick up or carry in service. One (1) year limited warranty on primary battery.
LCD:	10.1-inch diagonal WXGA ultra-wide-viewing angle display (1280 x 800)
Environmental Compatibility:	This product is in compliance with the Restrictions of Hazardous Substances (RoHS) directive - 2002/95/EC.
Wireless:	AR6004 802.11a/b/g/n 2x2 WiFi + AR3002 BT4.0 Combo Adapter

Option 2 Netbook	HP Model and Characteristics HP 3125
Processor:	AMD E2-2000 APU (1.75 GHz, 1 MB L2 cache, 1333 MHz) Dual Core 18W
Operating System:	Genuine Windows® 8 Professional, 64-bit, English, or Windows ® image compatible with the device and provided by the County for use as the device's image
Memory:	4GB DDR3 System Memory (1 Dimm)
Display:	11.6-inch diagonal widescreen LED HD display (1366 x 768)
Boot HDD:	320GB 5400 rpm SMART SATA II Hard Drive
Webcam:	WEBCAM Integrated 720p HD, Integrated digital microphone
Video:	AMD Radeon ™ HD 7340
Hardware Warranty:	HP 3125 Notebook Standard Warranty HP has proposed an HP Care Pack to satisfy the two (2) year onsite requirement. Standard warranty for the HP 3125 includes one (1) year parts and one (1) year labor with pick up or carry in service. One (1) year limited warranty on primary battery.
Monitors:	None included
Wireless:	Intel 802.11abgn +BT WW 3125
Environmental Compatibility:	ENERGY STAR® EPEAT Silver

Option3 Laptop – Standard Performance	HP Model and Characteristics HP Probook 430
Processor:	Intel® Core™ i3-4010u (1.7GHz, 3MB Cache) Processor
Operating System:	Genuine Windows® 8Professional, 64-bit, English, or OS version compatible with

Option3 Laptop – Standard Performance	HP Model and Characteristics HP Probook 430
	the device and provided by the County for use as the device's image
Memory:	2GB 1600MHz DDR3L 1DM
Hard Drive:	320GB 7200RPM hard drive
Display:	13.3 inch LED HD SVA Anti-Glare enabled for Webcam with 2 Antennas (1366x768)
Webcam:	WEBCAM Integrated 720p HD
Media Storage Device:	HP Mobile USB DVD/RW Drive
Video Card:	Integrated Intel® HD Graphics 4400
Wireless:	Realtek 8188EE bgn 1x1 WW
Hardware Warranty:	HP Probook 430 Standard Warranty HP has proposed an HP Care Pack to satisfy the 3 year onsite requirement. Standard warranty for the HP Probook 430 includes one (1) year parts and one (1) year labor with pick up or carry in service. One (1) year limited warranty on primary battery.
Environmental Compatibility:	New Product, Energy Star ® and EPEAT registered, certifications TBA

Option 4 Laptop – Mid Performance	HP Model and Characteristics HP 4440s
Processor:	Intel® Core™ i5-3340M
Operating System:	Genuine Windows® 7 Professional, 64-bit, English, or OS version compatible with the device and provided by the County for use as the device's image
Memory:	4GB DDR3 PC3-10600 SDRAM (1333 MHz), 1 DIMM
Hard Drive:	320GB 5400RPM hard drive
Display:	14" diagonal LED-backlit HD anti-glare (1366 x 768)
Webcam:	WEBCAM Integrated 720p HD, Dual-microphone array
Media Storage Device:	DVD+/-RW SM DL
Video Card:	Intel HD Graphics 4000
Wireless:	Ralink 5390 802.11b/g/n
Hardware Warranty:	***HP 4440s Notebook Standard Warranty*** HP has proposed an HP Care Pack to satisfy the 3 year onsite requirement. Standard warranty for the HP 4440s includes one (1) year parts and one (1) year labor with pick up or carry in service. One (1) year limited warranty on primary battery.
Environmental Compatibility:	ENERGY STAR qualified and EPEAT Gold registered

Option 4 Laptop – High Performance	HP Model and Characteristics HP 8570w
Processor:	Intel® Core™ i7-3840QM (2.8 GHz, 8 MB L3 cache, 4 cores) Up to 3.80 GHz with Intel Turbo Boost Technology
Operating System:	Genuine Windows® 7 Professional, 64-bit, English, or OS version compatible with the device and provided by the County for use as the device's image
Memory:	4GB 1600MHz DDR3 1DIMM
Hard Drive:	256GB SED SATA III SSD
Display	15.6" diagonal LED-backlit HD+ WVA anti-glare (1600 x 900)
Webcam:	720p HD webcam, Dual-microphone array
Media Storage Device:	DVD-ROM
Video Card:	AMD FirePro™ M4000 with 1 GB dedicated GDDR5 video memory Microsoft DirectX 11 (Shader Model 5.0) and OpenGL 4.1/4.1+capable
Wireless:	Intel 802.11abgn 2x2 WW
Hardware Warranty:	***HP 8570w Mobile Workstation Standard Warranty*** HP has proposed an HP Care Pack to satisfy the 3 year onsite requirement. Standard warranty for the HP 8570w includes one (1) year parts and one (1) year labor with pick up or carry in service. One (1) year limited warranty on primary battery.
Environmental Compatibility:	ENERGY STAR qualified and EPEAT Gold

3. THIN CLIENT DEVICES

Option 1 Standard Thin Client Device	HP Model and Characteristics HP t410 RDFX/HDX/RDP Smart Zero Client 1GF/2GR
Processor:	1 GHz, 256 KB L2 cache, 1 core processor with Neon extensions
Operating System:	HP Smart Zero Technology
Memory:	1 GB DDR 3 400 MHz SDRAM
Primary Storage:	2 GB eMMC
Video Card:	HD Video Processing Subsystem (HDVPSS) Supports up to 2 displays, 1 VGA, 1 DisplayPort 1.1a Supports resolutions up to 1920x1200 (60Hz) for single and dual displays. Actual performance and resolutions available will vary depending on client virtualization protocol being used and content being displayed.
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	None included
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered

Option 1 Standard Thin Client Device	HP Model and Characteristics HP t410 RDFX/HDX/RDP Smart Zero Client 1GF/2GR
Keyboard/Mouse:	USB keyboard, USB optical mouse
Comments:	None

Option 2 Standard Thin Client Device (no dual monitor capability)	HP Model and Characteristics HP t410 RDFX/HDX/RDP Smart Zero Client 1GF/2GR
Processor:	1 GHz, 256 KB L2 cache, 1 core processor with Neon extensions
Operating System:	HP Smart Zero Technology
Memory:	1 GB DDR 3 400 MHz SDRAM
Primary Storage:	2 GB eMMC
Video Card:	HD Video Processing Subsystem (HDVPSS) Supports up to 2 displays, 1 VGA, 1 DisplayPort 1.1a Supports resolutions up to 1920x1200 (60Hz) for single and dual displays. Actual performance and resolutions available will vary depending on client virtualization protocol being used and content being displayed.
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	None included
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered
Keyboard/Mouse:	USB keyboard, USB optical mouse
Comments:	None

Option 3 Wireless Thin Client Device	HP Model and Characteristics HP t510 Smart Zero VIA Eden X2 Dual Core 1GF/4GR Wi-Fi
Processor:	VIA Eden X2 U4200 (1 GHz, 2 cores) processor
Operating System:	HP Smart Zero Technology
Memory:	4 GB 1600 MHz DDR3 SDRAM
Primary Storage:	1 GB Flash
Video Card:	VIA ChromotionHD 2.0 Integrated Graphics Processor
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	WLAN Broadcom Dragon BCM943228_802.11 a/b/g/n 2x2 PCIe HMC
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered

Option 3 Wireless Thin Client Device	HP Model and Characteristics HP t510 Smart Zero VIA Eden X2 Dual Core 1GF/4GR Wi-Fi
Keyboard/Mouse:	USB keyboard, USB optical mouse
Comments:	None

Option 4 Wireless Thin Client Device (no dual monitor capability)	HP Model and Characteristics HP t510 Smart Zero VIA Eden X2 Dual Core 1GF/4GR Wi-Fi
Processor:	VIA Eden X2 U4200 (1 GHz, 2 cores) processor
Operating System:	HP Smart Zero Technology
Memory:	4 GB 1600 MHz DDR3 SDRAM
Primary Storage:	1 GB Flash
Video Card:	VIA ChromotionHD 2.0 Integrated Graphics Processor Built in dual monitor support
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	WLAN Broadcom Dragon BCM943228_802.11 a/b/g/n 2x2 PCIe HMC
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered
Keyboard/Mouse:	USB keyboard, USB optical mouse
Comments:	None

Option 5 Premium Thin Client Device (R10L)	HP Model and Characteristics HP t610 Smart Client AMD Fusion 64Bit Dual Core 1GF/4GR Wi-Fi
Processor:	AMD Dual-Core T56N 64-bit APU with Radeon HD 6320 Graphics (1.65 GHz, 1 MB L2 cache)
Operating System:	HP Smart Zero Technology
Memory:	4 GB 1600 MHz DDR3 SDRAM
Primary Storage:	1 GB Flash
Video:	AMD Radeon HD 6320, dual monitor capable
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	Broadcom 802.11 a/b/g/n with dual internal antennas
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered
Keyboard/Mouse	USB keyboard, USB optical mouse

Option 5 Premium Thin Client Device (R10L)	HP Model and Characteristics HP t610 Smart Client AMD Fusion 64Bit Dual Core 1GF/4GR Wi-Fi
Comments:	None

Option 6 Premium Thin Client Device (R10L) (no dual monitor capability)	HP Model and Characteristics HP t610 Smart Client AMD Fusion 64Bit Dual Core 1GF/4GR Wi-Fi
Processor:	AMD Dual-Core T56N 64-bit APU with Radeon HD 6320 Graphics (1.65 GHz, 1 MB L2 cache)
Operating System:	HP Smart Zero Technology
Memory:	4 GB 1600 MHz DDR3 SDRAM
Primary Storage:	1 GB Flash
Video:	AMD Radeon HD 6320, dual monitor capable
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	Broadcom 802.11 a/b/g/n with dual internal antennas
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered
Keyboard/Mouse:	USB keyboard, USB optical mouse
Comments:	None

Option 7 DSL-Ready Thin Client Device	HP Model and Characteristics HP t510 ThinPro VIA Eden X2 Dual Core 1GF/4GR Wi-Fi
Processor:	VIA Eden X2 U4200 1 GHz, 2 cores processor
Operating System:	HP Thinpro
Memory:	4 GB 1600 MHz DDR3 SDRAM
Primary Storage:	1 GB Flash
Video:	VIA ChromotionHD 2.0 Integrated Graphics Processor Built in dual monitor support
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	WLAN Broadcom Dragon BCM943228_802.11 a/b/g/n 2x2 PCIe HMC
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered
Keyboard/Mouse:	USB keyboard, USB optical mouse
Comments:	None

Option 8 DSL-Ready Thin Client Device (no dual monitor capability)	HP Proposed Model and Characteristics HP t510 1GF/4GR Wi-Fi
Processor:	VIA Eden X2 U4200 1 GHz
Operating System:	HP Smart Zero Technology
Memory:	4 GB 1600 MHz DDR3 SDRAM
Primary Storage:	1 GB Flash
Video:	VIA ChromotionHD 2.0 Integrated Graphics Processor Built in dual monitor support
Hardware Warranty:	HP has proposed an HP Care Pack to satisfy the three (3) year Advanced Exchange requirement. Standard warranty includes three (3) years parts only service with Mail-In Service.
Wireless:	WLAN Broadcom Dragon BCM943228_802.11 a/b/g/n 2x2 PCIe HMC
Environmental Compatibility:	Energy Star® qualified and EPEAT® Gold registered
Keyboard/Mouse:	USB keyboard, USB optical mouse
Comments:	None

B. STANDARD CONFIGURATION PRICING

1. DESKTOP COMPUTERS

Description	County Price
Option 1 - Standard Performance	$640.00
Option 2 - Mid Performance	$825.00
Option 3 - High Performance	$1,020.00

2. MOBILE COMPUTERS

Description	County Price
Option 1 -Tablet	$625.00
Option 2 - Netbook	$500.00

Description	County Price
Option 3 - Standard Performance Laptop	$640.00
Option 4 - Mid Performance Laptop	$680.00
Option 5 - High Performance Laptop	$1,600.00

3. THIN CLIENT DEVICES

Description	County Price
Option 1 - Standard Thin Client Device	$235.64
Option 2 - Standard Thin Client Device (no dual monitor capability)	$235.64
Option 3 - Wireless Thin Client Device	$280.00
Option 4 - Wireless Thin Client Device (no dual monitor capability)	$280.00
Option 5 - Premium Thin Client Device (R10L)	$313.00
Option 6 - Premium Thin Client Device (R10L) – (no dual monitor capability)	$313.00
Option 7 - DSL-Ready Thin Client Device	$269.00
Option 8 - DSL-Ready Thin Client Device – (no dual monitor capability)	$269.00

C. PERCENTAGE DISCOUNT

HP offers the County a balance of line option covering all Products and categories represented within this Contract with minimum discount percentages included below. Pricing will be further negotiated by the parties based upon need, scope, volume, and other mutually agreed requirements.

1. DESKTOP COMPUTERS

Description	Models	% off US LIST PRICE
Entry-Level & Specialty Desktops	dx2400, dx2450, dx9000, dx7500, 7000, 9100 Touchsmart, 7100	**3%**
Mid-Range	dc57xx, dc58xx, 6000, 4000, 6005, 6200, 6300	**6%**
High-End	dc7xxx, 8200, 8300	**14%**
Desktops - Elite	Desktops - Elite 8200	**14%**
Desktops - All-in-One	HP 3420 Pro All-in-One	**3%**
Retail Solutions	HP Compaq rp3000, rp5800, ap5000, mp8200, mp8200s, HP Digital Signage Displays	**3%**
Promotions/Smart Buys	Retail Solutions Smart Buys	**0%**
Desktop CTO Modules	All desktop product models	**6%**
Desktop Options and Accessories	All desktop product models	**15%**
Promotions/Smart Buys	Desktop Smart Buys	**0%**
Entry / Value Workstations	Z200, Z220, Z1, z400, z420	**10%**
Mid-Range Workstations	Z600, Z620	**10%**
High-End Workstations	Z800, Z820	**12%**
Workstation CTO Modules	All workstation models	**10%**
Workstation Options and Accessories	All workstation models	**12%**
Promotions/Smart Buys	Workstation Smart Buys	**0%**

2. MOBILE COMPUTERS

Description	Models	% off US LIST PRICE
Specialty Tablets; Mini Tablet, Elite pad	Slate, Elite Pad 900	**6%**
Entry-Level Notebooks	4520s, 4720s, 4420s, 4325s, 4430s, 4530s	**5%**
Mini Notebooks	2102, 1103, 5103, 100e, 3125, Chromebook	**3%**
Ultra-light & Tablet PCs	2540p, 2740p, 2170p, 9470m	**8%**
Mid-Range Notebooks, ProBook Series	6450b, 6550b, 6455b, 6555b, 6360b, 6460b, 6560b, 6470, 6570, 6475	**10%**
High-End and workstation mobility	8540w, 8440w, 8740w, 8440p, 8460p, 8540p, 8560p, 8570, 8470, 8770, SpectreX, ENVY	**14%**
Notebook & Tablet PC CTO Modules	All Notebook & Tablet models	**5%**
Notebook Options and Accessories	All Notebook & Tablet models	**15%**
Notebook Accessories - Education Software	All Notebook & Tablet models	**20%**

Promotions/Smart Buys	Notebook Smart Buys	0%

3. THIN CLIENT DEVICES

Description	Models	% off US LIST PRICE
Thin Clients	HP MultiSeat ms6200 Desktop, HP Thin Client t510, t5335z, t5550z, t5565z, t5565z, t5570, t5570e, t5740, t5740e, t5745, t610, t610 PLUS	8%
Mobile Thin Clients	HP 6360t Mobile Thin Client	8%
Thin Client Options and Accessories	All thin client models	8%
Promotions/Smart Buys	Thin Client Smart Buys	0%

4. MONITORS

Description	Models	% off US LIST PRICE
HP Business LCD Monitors, HP Business Touchscreen Monitors	HP Business LCD Monitors, HP Business Touchscreen Monitors	3%
Monitor Options and Accessories		8%
Third-Party Options & Accessories (Applicable)	Non-HP Branded Options and Accessories	0%
Promotions/Smart Buys	Monitor Smart Buys	0%

5. CARE PACK SERVICES

Description	Models	% off US LIST PRICE
Care Pack Services	HP Personal Systems Group (PC) - Hardware, Software, Installation, and Enhanced Services	10%
Enhanced Care Pack Services	Workstations	10%

D. EDUCATION DISCOUNT

The County's Miami-Dade Public Library System qualifies as an educational institution and for corresponding education discounts. Any HP education discount that applies to the Miami-Dade Public Library System under this Agreement, which exceeds the discounts herein, will be offered to the Miami-Dade Public Library System.

Memorandum

MIAMI-DADE COUNTY

Date: June 26, 2013

To: Lester Sola, Director
Internal Services Department

Thru: Miriam Singer, CPPO, Assistant Director
Internal Services Department

From: Beth Goldsmith, CPPB, Procurement Contracting Officer 2
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 852: Information Technology Hardware

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the referenced Request for Proposals (RFP) following the guidelines published in the solicitation as summarized below.

Committee meeting dates:
May 13, 2013 (Kick-off Meeting)
June 4, 2013 (Technical Discussion and Evaluation Meeting)
June 14, 2013 (Oral Presentations, Evaluation Meeting, and Final Scoring)

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. None of the Proposers who submitted responses are certified SBE firms that qualify for this preference.

Verification of compliance with minimum qualification requirements:

The County solicited proposals to select strategic technology partners for the purpose of obtaining Information Technology (IT) Hardware and associated services in three defined groups: Group 1: Desktop Computers, Group 2: Mobile Computers, Group 3: Thin Client Devices. The RFP closed on April 26, 2013, with seven proposals responses received for Group 1, eight proposal responses received for Group 2, and four proposal responses received for Group 3. The responses were reviewed for responsiveness by the Chairperson and the County Attorney's Office (CAO).

The proposals submitted by CDW Government LLC, PC Solutions and Integration Inc., and United Data Technologies contained sections that were identified as confidential. In accordance with the directive received from the CAO, a written waiver of the confidentiality was collected from all vendors and the CAO deemed the proposals responsive. Dell Marketing, L.P. submitted proposals for all Groups that took exception to all terms and conditions of the RFP. The CAO deemed these proposal submissions nonresponsive.

The proposals submitted for Group 2 by the firms listed below were all deemed non-responsive by the CAO. This determination was based on the following:

1. Insight Public Sector, Inc. – Proposer did not include pricing for all items contained in the Price Proposal Schedule.

2. BLM Technologies of Florida DBA EvolvTec – Proposer did not contain an executed Form A-1 or other executed document binding the vendor to the proposal.

3. SHI International Corp. – Proposal did not contain products from a single manufacturer as required by the RFP.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
None of the Proposers that submitted a response are Local Certified Service-Disabled Veteran's Business Enterprises.

Evaluation Results/ Summary of Scores:
The Evaluation/Selection Committee was tasked with evaluating, scoring, and ranking the responsive proposal submitted in reference to the RFP. A technical discussion and evaluation meeting was held to discuss the technical merits of the proposals and the operational needs of the County as outlined in the RFP. After completion of the technical review of the proposals received, the Evaluation/Selection Committee conducted preliminary scoring in accordance with the criteria outlined within the RFP.

Group 1 Preliminary Scores are as follows:

Proposer	Technical Score *(Max 450 points)*	Price / Percentage Discount Score *(Max 100 points)*	Total Combined Score *(Max 550 points)*	Percentage Discount Submitted	Configuration Price Submitted After Discount	
CDW Government, LLC	355	71	426	48%	Standard Performance:	$703.55
				49%	Mid Performance:	$939.92
				52%	High Performance:	$1,076.64
Hewlett-Packard Co.	429	95	524	53.5%	Standard Performance:	$646.00
				56.3%	Mid Performance:	$839.00
				49.6%	High Performance:	$1,225.83
Insight Public Sector, Inc.	344	49	393	25%	Standard Performance:	$885.87
				30%	Mid Performance:	$1225.97
				30%	High Performance:	$1,417.56
PC Solutions and Integration Inc.	302	58	360	25%	Standard Performance:	$885.87
				30%	Mid Performance:	$1225.97
				30%	High Performance:	$1,417.56
SHI International Corp.	304	60	364	30%	Standard Performance:	$873.09
				35%	Mid Performance:	$1031.03
				35%	High Performance:	$1646.98
United Data Technologies	259	49	308	30.21%	Standard Performance:	$859.07
				30.21%	Mid Performance:	$1109.05
				30.21%	High Performance:	$1427.95

The Evaluation/Selection Committee elected to hold oral presentations with the top two ranked vendors: Hewlett-Packard Co. and CDW Government, LLC. Oral presentations were conducted on June 14, 2013. Immediately following the oral presentations, proposals were reviewed for those firms remaining in consideration. After review and technical discussion, final scoring was conducted by the Evaluation/Selection Committee.

Group 1 Final Scores are as follows:

Proposer	Technical Score *(Max 450 points)*	Price / Percentage Discount Score *(Max 100 points)*	Total Combined Score *(Max 550 points)*	Percentage Discount Submitted	Configuration Price Submitted After Discount	
CDW Government, LLC	360	74	434	48%	Standard Performance:	$703.55
				49%	Mid Performance:	$939.92
				52%	High Performance:	$1,076.64
Hewlett-Packard Co.	430	95	525	53.5%	Standard Performance:	$646.00
				56.3%	Mid Performance:	$839.00
				49.6%	High Performance:	$1,225.83

Group 2 Preliminary Scores are as follows:

Proposer	Technical Score *(Max 450 points)*	Price / Percentage Discount Score *(Max 100 points)*	Total Combined Score *(Max 550 points)*	Percentage Discount Submitted	Configuration Price Submitted After Discount	
CDW Government, LLC	358	70	428	43%	Tablet:	$705.66
				47%	Netbook:	$554.38
				42%	Standard Performance:	$705.27
				45%	Mid Performance:	$790.90
				43%	High Performance:	$1,562.97
Hewlett-Packard Co.	423	94	517	42.7%	Tablet:	$654.00
				35.6%	Netbook:	$506.22
				59.2%	Standard Performance:	$868.00
				39.4%	Mid Performance:	$721.67
				46.4%	High Performance:	$1,682.20
PC Solutions and Integration Inc.	299	62	361	44%	Tablet:	$699.72
				49%	Netbook:	$538.56

Proposer	Technical Score (Max 450 points)	Price / Percentage Discount Score (Max 100 points)	Total Combined Score (Max 550 points)	Percentage Discount Submitted	Configuration Price Submitted After Discount	
				43%	Standard Performance:	$698.70
				46%	Mid Performance:	$771.12
				44%	High Performance:	$1,542.24
United Data Technologies	287	48	335	24.85%	Tablet:	$696.78
				24.85%	Netbook:	$653.78
				26.99%	Standard Performance:	$1,101.11
				26.99%	Mid Performance:	$874.21
				30.21%	High Performance:	$1,892.94

The Evaluation/Selection Committee elected to hold oral presentations with the top two ranked vendors: Hewlett-Packard Co. and CDW Government, LLC. Oral presentations were conducted on June 14, 2013. Immediately following the oral presentations, an additional technical evaluation was held. Proposals were reviewed for those firms remaining in consideration and, after review and technical discussion, final scoring was conducted by the Evaluation/Selection Committee.

Group 2 Final Scores are as follows:

Proposer	Technical Score (Max 450 points)	Price / Percentage Discount Score (Max 100 points)	Total Combined Score (Max 550 points)	Percentage Discount Submitted	Configuration Price Submitted	
				43%	Tablet:	$705.66
				47%	Netbook:	$554.38
CDW Government, LLC	362	73	435	42%	Standard Performance:	$705.27
				45%	Mid Performance:	$790.90
				43%	High Performance:	$1,562.97
				42.7%	Tablet:	$654.00
				35.6%	Netbook:	$506.22
Hewlett-Packard Co.	427	94	521	59.2%	Standard Performance:	$868.00
				39.4%	Mid Performance:	$721.67
				46.4%	High Performance:	$1,682.20

Group 3 Scores are as follows:

Proposer	Technical Score (Max 450 points)	Price / Percentage Discount Score (Max 100 points)	Total Combined Score (Max 550 points)	Percentage Discount Submitted	Configuration Price Submitted
Hewlett-Packard Co.	432	97	529		**(Single Monitor)**
				42%	Standard Thin Client Device Option: $295.80
				42%	Wireless - Thin Client Device Option: $295.80
				50.2%	Premium - Thin Client Device Option: $338.76
				42%	DSL Ready - Thin Client Device Option: $295.80
					(Dual Monitor)
				45.3%	Standard Thin Client Device Option: $246.24
				50.2%	Wireless - Thin Client Device Option: $338.76
				50.2%	Premium - Thin Client Device Option: $338.76
				42%	DSL Ready - Thin Client Device Option: $295.80
Insight Public Sector, Inc.	280.5	46	326.5		**(Single Monitor)**
				2%	Standard Thin Client Device Option: $319.42
				2%	Wireless - Thin Client Device Option: $368.17
				10%	Premium - Thin Client Device Option: $446.99
				0%	DSL Ready - Thin Client Device Option: $449.00
					(Dual Monitor)
				2%	Standard Thin Client Device Option: $319.40
				2%	Wireless - Thin Client Device Option: $368.17
				10%	Premium - Thin Client Device Option: $446.99
				0%	DSL Ready - Thin Client Device Option: $449.00
United Data Technologies	341	43	384		**(Single Monitor)**
				3.37%	Standard Thin Client Device Option: $288.91
				3.37%	Wireless - Thin Client Device Option: $337.23
				3.37%	Premium - Thin Client Device Option: $462.84
				3.37%	DSL Ready - Thin Client Device Option: $441.57

Proposer	Technical Score (Max 450 points)	Price / Percentage Discount Score (Max 100 points)	Total Combined Score (Max 550 points)	Percentage Discount Submitted	Configuration Price Submitted
					(Dual Monitor)
				2.71%	Standard Thin Client Device Option: $315.22
				2.76%	Wireless - Thin Client Device Option: $363.67
				3.37%	Premium - Thin Client Device Option: $462.84
				2.70%	DSL Ready - Thin Client Device Option: $468.01

The Evaluation/Selection Committee opted not to hold oral presentations for Group 3 as further clarification on the proposals was not required. The proposals submitted were in sufficient detail to provide the Evaluation/Selection Committee with the ability to evaluate them.

Local Preference:
Local Preference was considered in accordance with the applicable ordinance, but did not affect the outcome.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer in all Groups, Hewlett Packard Co. The following individuals will participate in the negotiations:

Beth Goldsmith, Procurement Contracting Officer 2, Internal Services Department
John Concepcion, Division Director, Information Technology Department
Julian Manduley, Procurement Supervisor, Information Technology Department
Rosie Perez, Senior Chief, Miami-Dade Transit Department
Maurice Jenkins, Information Systems Director, Miami-Dade Aviation Department

Justification for Recommendation:
The Evaluation/Selection Committee recommends that the County proceed to negotiations with the highest ranked proposer, Hewlett-Packard Co. (HP), to establish a single master contract for the purchase of Information Technology (IT) Hardware. The County solicited proposals to select strategic technology partners for the purpose of obtaining IT Hardware and associated services in three defined groups as outlined below:

- Group 1: Desktop Computers – This group includes personal computers designed for regular use at a single location. It is inclusive of all associated components, including but not limited to, the desktop system, monitor, keyboard, mouse and audio accessories.
- Group 2: Mobile Computers – This group includes personal computers designed for regular use at varied locations. It is inclusive of all form factors, including but not limited to, laptops, netbooks, and tablets.
- Group 3: Thin Client Devices – This group includes simple hardware devices with no moving parts that rely on a server to provide computing resources.

HP is the highest ranked proposer in all Groups. In addition to providing hardware that meets or exceeds the County equipment standards outlined in the RFP across all three Groups, HP will provide a wide variety of warranty and technical support offerings to appropriately address the County's operational needs. HP will also provide a customized website that will include an in-depth product catalogue, the ability to configure quotes, sophisticated reporting functionality, and order tracking capabilities, as well as product literature and technical resources. In addition, HP will provide a team of dedicated resources that is comprised of sales and technical professionals, including a local presence to provide immediate on-site support.

As a strategic partner, HP will provide robust planning services, including monthly calls and quarterly on-site meetings to provide advance notification of product releases, conduct follow ups on any outstanding matters, and provide a technology refresh program to allow the County to properly plan for and manage technology initiatives. Additionally, at no additional cost, HP has proposed a self-support plan inclusive of training and certifications for County staff that will allow the Information Technology Department (ITD) to complete in-house hardware repairs and receive reimbursement for such repairs.

HP proposed the most competitive pricing and percentage discount to the County; however, as part of negotiations, staff will seek to gain additional cost concessions to ensure best value to the County over the long term life of the resultant contract.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as composite score sheets, the evaluation results memo, and the County Attorney Opinion.

Approved

Lester Sola, Director
Internal Services Department

7/8/15
Date

Evaluation Results Memo
RFP No. 852
Information Technology Hardware

The Evaluation/Selection Committee was tasked with rating and ranking the proposals received in response to RFP No. 852 for Information Technology Hardware for the Information Technology Department on behalf of all County departments. The Evaluation/Selection Committee scoring was conclusive. The Evaluation/Selection Committee recommends that the County enter into negotiations with Hewlett-Packard Co.

The Evaluation/Selection Committee unanimously agrees that the selected vendor should be awarded a contract as a result of:

- Proposer provides a quality of hardware that meets or exceeds County requirements
- Proposer's pricing provides the best value to the County
- Proposer is the original equipment manufacturer and does not require a third party to deliver products
- Proposer provides a sophisticated technology refresh program to update technology in order to avoid recapitalizing
- Proposer makes significant investments in research and development to insure up to date technology
- Proposer has a local partner to provide immediate on-site support if required
- Proposer has a planned support offering to assist the County in the transition to a single technology platform
- Proposer is an industry leader in all product categories
- Proposer provides the most robust technology roadmap offering to assist in strategic initiatives

Beth Goldsmith, ISD Chairperson

John Concepcion, ITD

Carmen Suarez, ITD

Deborah Viera, WASD

Maurice Jenkins, Aviation

Rosie Perez, Transit

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
FINAL SCORING
COMPOSITE

SELECTION CRITERIA		CDW Government, LLC		Hewlett-Packard Co.
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		38		48
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		47		46
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		43		47
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		20		24
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		9		25
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		23		25
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		18		25
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		44		48
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		45		48
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		31		46
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		42		48
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		74		95
TOTAL POINTS		434		525
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*		N		Y

Signature: Beth Goldsmith
Chairperson:
Reviewed By

Print Name: Beth Goldsmith
Santiago Pastrana

Date 6/14/13
Date 6/14/13

Ranking		2		1
Is highest ranked local? Y / N	Y			
Is firm within 5% local? Y / N	N/A			
Is any firm within 5% of the highest ranked? Y / N	N			

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
FINAL SCORING

Rosie Perez

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		7	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		9	8
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		6	9
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		2	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		3	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	9
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	9
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		8	9
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		9	9
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		14	19
TOTAL POINTS		82	102

Signature

6/4/2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
FINAL SCORING
Maurice Jenkins

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		7	8
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		8	8
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		7	8
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		4	4
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		4	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		4	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	9
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		9	9
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		7	7
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		9	9
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		17	16
TOTAL POINTS		89	93

Signature

14-Jun-2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
FINAL SCORING

John Concepcion

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		10	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		2	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	10
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		9	10
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		8	10
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		18	20
TOTAL POINTS		102	110

Signature

June 14, 2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
FINAL SCORING

Carmen Suarez

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		8	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		3	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		1	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	10
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		7	10
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		8	10
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		18	20
TOTAL POINTS		93	110

Carmen Suarez
Signature

6/14/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
FINAL SCORING
Deborah Viera

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		6	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		3	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		4	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	10
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		4	10
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		8	10
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		7	10
TOTAL POINTS		68	110

Deborah Viera
Signature

6/14/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
INITIAL SCORING
COMPOSITE

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	Insight Public Sector, Inc.	P C Solutions and Integration, Inc.	SHI International Corp.	United Data Technologies
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		37	48	42	35	44	28
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		47	46	41	34	37	29
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		43	47	40	37	38	26
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		19	24	16	15	16	16
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		9	25	18	12	13	6
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		23	25	17	17	17	14
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		18	25	17	18	9	16
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		44	48	40	39	32	29
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		44	48	36	31	29	21
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		31	46	42	34	35	41
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		40	47	35	30	34	33
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		71	95	49	58	60	49
TOTAL POINTS		426	524	393	360	364	308
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*		N	Y	N	Y	N	Y

Signature: Beth Goldsmith
Chairperson

Print Name: Beth Goldsmith

6/7/13
Date

Reviewed By: Santiago Pastoriza

6/7/13
Date

Ranking		2	1	3	5	4	6
Is highest ranked local? Y / N	Y						
Is firm within 5% local? Y / N	N/A						
Is any firm within 5% of the highest ranked? Y / N	N						

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
INITIAL SCORING
Deborah Viera

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	Insight Public Sector, Inc.	P C Solutions and Integration, Inc.	SHI International Corp.	United Data Technologies
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		6	10	10	6	10	4
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10	8	7	8	3
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10	8	10	10	8
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		3	5	3	3	4	4
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		4	5	3	2	2	6
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5	3	3	3	2
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5	3	3	3	2
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	10	7	7	4	5
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	10	6	4	6	4
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		4	10	6	4	6	7
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		8	10	4	6	4	4
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		7	20	6	6	10	5
TOTAL POINTS		68	110	69	56	72	48

Deborah Viera
Signature

6/4/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
INITIAL SCORING
Carmen Suarez

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	Insight Public Sector, Inc.	P C Solutions and Integration, Inc.	SHI International Corp.	United Data Technologies
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		8	10	10	6	10	6
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10	8	9	8	7
Warranty/Suppod: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10	10	8	8	2
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		3	5	3	3	2 CS	2
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		1	5	3	2	2	2
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5	3	3	3	2
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5	2	3	1	2
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	10	10	CS 10	10	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	10	5	CS 8	5	0
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		7	10	10	8	7	10
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		7	10	9	8	9	8
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		15	20	10	10	10	12
TOTAL POINTS		89	110	83	78	73 CS	63

Carmen Suarez
Signature

6/4/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
INITIAL SCORING
Maurice Jenkins

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	Insight Public Sector, Inc.	P C Solutions and Integration, Inc.	SHI International Corp.	United Data Technologies
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		7	8	7	8	7	7
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		8	8	8	7	7	7
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		7	8	7	7	7	5
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		4	4	4	3	4	3
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		4	5	4	4	4	2
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5	5	4	3	4
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		4	5	4	4	2	4
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	9	8	8	8	2
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	9	7	8	7	6
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		7	7	7	7	7	7
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		8	8	8	8	8	6
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		17	16	15	15	14	12
TOTAL POINTS		87	92	84	83	78	65

Signature

4-June-2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
INITIAL SCORING
John Concepcion

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	Insight Public Sector, Inc.	P C Solutions and Integration, Inc.	SHI International Corp.	United Data Technologies
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		9	10	9	8	10	7
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10	10	6	8	6
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10	10	7	8	6
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		4	5	3	3	3	4
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		2	5	5	2	2	0
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5	3	4	5	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	5	5	5	0	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	10	8	7	7	6
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	10	10	5	4	4
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		9	10	10	8	9	10
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		8	10	5	6	5	7
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		18	20	9	18	14	11
TOTAL POINTS		100	110	87	79	75	69

Signature

June 4, 2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 1
INITIAL SCORING
Rosie Perez

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	Insight Public Sector, Inc.	P C Solutions and Integration, Inc.	SHI International Corp.	United Data Technologies
Hardware: Proposer's capability to provide Desktop Computers that meet the technical specification in Section 2.3.1. MAX POINTS: 10		7	10	6	7	7	4
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		9	8	7	5	6	6
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		6	9	5	5	5	5
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	5	3	3	3	3
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		2	5	3	2	3	2
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		3	5	3	3	3	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5	3	3	3	3
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	9	7	7	3	6
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	9	8	6	7	7
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		8	9	9	7	6	7
Proposer's relevant experience and qualifications in the information technology industry providing Desktop Computers to large government entities. MAX POINTS: 10		9	9	7	2	6	8
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		14	19	9	9	12	9
TOTAL POINTS		82	102	70	59	64	63

Signature

6/4/2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
FINAL SCORING
COMPOSITE

SELECTION CRITERIA		CDW Government, LLC		Hewlett-Packard Co.
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		42		49
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		48		47
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		44		47
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		20		24
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		8		23
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		23		25
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services MAX POINTS: 5		19		25
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		44		48
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		44		46
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		30		46
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10		40		47
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		73		94
TOTAL POINTS		435		521
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*		N		Y

Signature: Beth Goldsmith
Chairperson:

Print Name: Beth Goldsmith Date 6/14/13

Santiago Pastoriza Date 6/14/13

Reviewed By

Ranking		2		1
Is highest ranked local? Y / N	Y			
Is firm within 5% local? Y / N	N/A			
Is any firm within 5% of the highest ranked? Y / N	N			

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
FINAL SCORING

Deborah Viera

SELECTION CRITERIA	CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10	8	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10	10	10
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10	10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5	3	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5	ϕ	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5	5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5	3	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10	8	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10	8	10
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10	ϕ	10
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10	8	10
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20	6	20
TOTAL POINTS	69	110

Deborah Viera
Signature

6/14/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
FINAL SCORING

Maurice Jenkins

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10		9	9
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		9	8
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		8	9
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		4	4
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		3	4
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	8
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	7
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		6	6
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10		7	7
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		14	15
TOTAL POINTS		86	87

Signature

14-Jun-2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
FINAL SCORING

Carmen Suarez

SELECTION CRITERIA	CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10	8	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10	10	10
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10	10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5	3	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5	1	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5	5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5	3	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10	10	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10	10	10
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10	7	10
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10	8	10
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20	18	20
TOTAL POINTS	93	110

Carmen Suarez
Signature

6/14/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
FINAL SCORING

Rosie Perez

SELECTION CRITERIA	CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10	7	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10	9	9
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10	6	8
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5	5	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5	2	4
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5	3	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5	3	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10	8	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10	8	9
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10	8	10
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10	9	10
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20	17	19
TOTAL POINTS	85	104

Signature

6/14/2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
FINAL SCORING

John Concepcion

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10		10	10
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	5
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		2	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	10
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		9	10
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10		8	10
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		18	20
TOTAL POINTS		102	110

Signature

June 14, 2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
INITIAL SCORING
COMPOSITE

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	P C Solutions and Integration, Inc.	United Data Technologies
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		41	49	39	39
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		47	48	34	29
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		44	42	37	37
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		19	24	15	16
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		8	23	11	7
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		23	25	16	14
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		19	25	18	15
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		44	48	37	34
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		44	46	29	21
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		30	46	34	42
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10		39	47	29	33
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		70	94	62	48
TOTAL POINTS		428	517	361	335
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*		N	Y	Y	Y

Signature: Beth Goldsmith
Chairperson

Print Name: Beth Goldsmith

6/7/13
Date

Santiago Pastoriza
Reviewed By

6/7/13
Date

Ranking		2	1	3	4
Is highest ranked local? Y / N	Y				
Is firm within 5% local? Y / N	N/A				
Is any firm within 5% of the highest ranked? Y / N	N				

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
INITIAL SCORING
Deborah Viera

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	P C Solutions and Integration, Inc.	United Data Technologies
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10		8	10	6	7
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10	7	3
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10	10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		3	5	3	4
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		0	5	2	0
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5	3	2
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5	3	2
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	10	7	5
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	10	4	4
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		0	10	4	7
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10		8	10	6	4
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		6	20	6	5
TOTAL POINTS		69	110	61	53

Deborah Viera
Signature

6/4/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
INITIAL SCORING
Carmen Saurez

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	P C Solutions and Integration, Inc.	United Data Technologies
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10		8	10	8	8
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	10	9	7
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10	8	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		3	5	3	2
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		1	5	2	2
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5	3	2
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		3	5	3	2
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	10	10	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	10	8	0
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		7	10	8	10
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10		7	10	8	8
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		15	20	12	10
TOTAL POINTS		89	110	82	71

Carmen Saurez
Signature

6/4/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
INITIAL SCORING

Maurice Jenkins

SELECTION CRITERIA		CDW Government, LLC	Hewlett-Packard Co.	P C Solutions and Integration, Inc.	United Data Technologies
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10		9	9	9	8
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		8	9	7	6
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		8	9	7	6
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		4	4	3	3
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		3	4	3	3
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	5	3	4
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	5	4	3
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		8	8	6	6
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		8	7	6	6
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		6	6	6	6
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10		7	7	7	6
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		14	15	16	13
TOTAL POINTS		85	88	77	70

Signature

4-JUNE-2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
INITIAL SCORING

John Concepcion

SELECTION CRITERIA	CDW Government, LLC	Hewlett-Packard Co.	P C Solutions and Integration, Inc.	United Data Technologies
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10	9	10	9	9
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10	10	10	6	6
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10	10	5	6	6
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5	4	5	3	4
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5	2	5	2	0
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5	5	5	4	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5	5	5	5	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10	10	10	7	6
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10	10	10	5	4
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10	9	10	8	10
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10	8	10	6	7
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20	18	20	19	11
TOTAL POINTS	100	110	80	71

Signature

June 4, 2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 2
INITIAL SCORING
Rosie Perez

SELECTION CRITERIA	CDW Government, LLC	Hewlett-Packard Co.	P C Solutions and Integration, Inc.	United Data Technologies
Hardware: Proposer's capability to provide Mobile Computers that meet the technical specification in Section 2.3.2. MAX POINTS: 10	7	10	7	7
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10	9	9	5	7
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10	6	8	6	5
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5	5	5	3	3
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5	2	4	2	2
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5	3	5	3	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5	3	5	3	3
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10	8	10	7	7
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10	8	9	6	7
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10	8	10	8	9
Proposer's relevant experience and qualifications in the information technology industry providing Mobile Computers to large government entities. MAX POINTS: 10	9	10	2	8
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20	17	19	9	9
TOTAL POINTS	85	104	61	70

Signature

6/4/2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 3
INITIAL SCORING
COMPOSITE

SELECTION CRITERIA		Hewlett-Packard Co.	United Data Technologies	Insight Public Sector, Inc
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		48	37.5	37
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		48	30	40
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		47	37	42
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		25	16	13
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		24	6	18
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		25	13	16
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		25	14	17
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		47	32	37
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		49	21	35
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		47	43	46
Proposer's relevant experience and qualifications in the information technology industry providing Thin Client Devices to large government entities. MAX POINTS: 10		47	34	38
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		97	43	46
TOTAL POINTS		529	326.5	384
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*		Y	Y	N

Signature: Beth Goldsmith
Print Name: Beth Goldsmith
6/7/13
Date

Chairperson:
Reviewed By: Santiago Pastoriza
6/7/13
Date

Ranking		1	3	2
Is highest ranked local? Y / N	Y			
Is firm within 5% local? Y / N	N/A			
Is any firm within 5% of the highest ranked? Y / N	N			

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 3
INITIAL SCORING
John Concepcion

SELECTION CRITERIA		Hewlett-Packard Co.	United Data Technologies	Insight Public Sector, Inc
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		10	9	9
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	6	10
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	6	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	4	3
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		5	0	5
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	3	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	5	5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	6	8
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	4	10
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		10	10	10
Proposer's relevant experience and qualifications in the information technology industry providing Thin Client Devices to large government entities. MAX POINTS: 10		10	7	8
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		20	3	3
TOTAL POINTS		110	63	84

Signature

June 4, 2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 3
INITIAL SCORING
Carmen Suarez

SELECTION CRITERIA		Hewlett-Packard Co.	United Data Technologies	Insight Public Sector, Inc
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		10	6.5	6.5
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	7	8
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	2	2
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		5	2	3
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	2	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	2	2
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	10	10
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	0	5
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		10	10	10
Proposer's relevant experience and qualifications in the information technology industry providing Thin Client Devices to large government entities. MAX POINTS: 16		10	8	9
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		20	10	10
TOTAL POINTS		110	69.5	78.5

Carmen Suarez
Signature

6/4/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 3
INITIAL SCORING
Deborah Viera

SELECTION CRITERIA		Hewlett-Packard Co.	United Data Technologies	Insight Public Sector, Inc
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		10	7	6
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		10	3	8
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		10	10	10
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	4	3
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		5	0	4
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	2	4
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	2	3.5
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		10	5	7
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	4	6
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		10	7	10
Proposer's relevant experience and qualifications in the information technology industry providing Thin Client Devices to large government entities. MAX POINTS: 10		10	4	7
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		20	5	10
TOTAL POINTS		110	53	78.5

Deborah R Viera
Signature

6/4/13
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 3
INITIAL SCORING

Rosie Perez

SELECTION CRITERIA		Hewlett-Packard Co.	United Data Technologies	Insight Public Sector, Inc
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10		10	6	6
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10		9	7	7
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10		8	5	5
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5		5	3	3
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5		4	3	3
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5		5	3	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5		5	3	3
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10		9	7	7
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10		10	7	8
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10		9	9	9
Proposer's relevant experience and qualifications in the information technology industry providing Thin Client Devices to large government entities. MAX POINTS: 10		10	8	7
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20		19	9	9
TOTAL POINTS		103	70	70

Signature

6/4/2013
Date

RFP No. 852
Information Technology Hardware
EVALUATION OF PROPOSALS - GROUP 3
INITIAL SCORING
Maurice Jenkins

SELECTION CRITERIA	Hewlett-Packard Co.	United Data Technologies	Insight Public Sector, Inc
Hardware: Proposer's capability to provide Thin Client Devices that meet the technical specification in Section 2.3.3. MAX POINTS: 10	8	9	9
Website: Proposer's approach, methodology, and the functionality of the Proposed website. MAX POINTS: 10	9	7	7
Warranty/Support: Proposer's capability, approach, and methodology to providing warranty and support services. MAX POINTS: 10	9	6	7
Planning Services: Proposer's approach and methodology to providing planning services. MAX POINTS: 5	5	3	2
Leasing Services: Proposer's capability, approach, and methodology to providing leasing services. MAX POINTS: 5	5	1	3
Imaging Services: Proposer's capability, approach, and methodology to providing imaging services. MAX POINTS: 5	5	3	3
Self-Support Services: Proposer's capability, approach, and methodology to providing self-support services. MAX POINTS: 5	5	2	3
Dedicated Personnel: Proposer's capability, approach, and methodology to providing dedicated personnel. MAX POINTS: 10	8	4	5
Inventory: Proposer's capability, approach, and methodology to meeting the inventory requirements outlined in Section 2.11. MAX POINTS: 10	9	6	6
Education Pricing Options: Proposers capability and approach to providing education pricing options. MAX POINTS: 10	8	7	7
Proposer's relevant experience and qualifications in the information technology industry providing Thin Client Devices to large government entities. MAX POINTS: 10	7	7	7
Proposed price and percentage discount will be evaluated based on the overall best value to the County. MAX POINTS: 20	18	16	14
TOTAL POINTS	96	71	73

Signature

4 June 2013
Date

MEMORANDUM

TO:	Beth Goldsmith	ISD
FROM:	Daniel Frastai	Assistant County Attorney
DATE:	05/02/2013	
SUBJECT:	Legal Opinion re RFP No. 852 Information Technology Hardware	

In the attached Request for Legal Opinion dated May 1, 2013, you have asked this office for a legal opinion regarding the responsiveness of a number of proposals in response to the above referenced RFP. Below is our response.

We rely on the information provided in the aforementioned attached request for legal opinion and the actual proposals.

DISCUSSION

Requests #s 1-3 involve the labeling of certain part of the proposals as confidential. The County at this point can contact these 3 proposers and offer to them the option to either redact that section that is labeled as confidential or obtain a written withdrawal from the proposer of the confidentiality section.

In Request #4 the proposer takes exception to "any of the terms in the RFP" and indicates that instead the terms that will govern the agreement are from a WSCA Participating Addendum. Since the proposer has taken exception to these terms this proposal is not responsive.

In request #5 the proposer has failed to provide prices on two configurations. Yet the RFP requires prices for all cost elements. As a result this proposal is not responsive.

In request #6, the proposer did not provide an executed A-1 form or for that matter any other signed document binding them to their offer. As a result this proposal is also not responsive.

In request #7 the proposer included several manufacturers even though the RFP clearly stated that the County intended to award contracts with a single technology platform/manufacturer and that if a proposer wanted to provide multiple manufacturers they needed to submit completely separate proposals. As a result, this proposal is not responsive.

Daniel Frastai

Memorandum

MIAMI-DADE COUNTY

Date: May 1, 2013

To: Daniel Frastal
Assistant County Attorney
County Attorney's Office

From: Beth Goldsmith BG
Procurement Contracting Officer 2
Internal Services Department

Subject: Request for Legal Opinion RFP No. 852 – Information Technology Hardware

On April 26, 2013, proposals were received in response to RFP No. 852 and subsequently reviewed for responsiveness. During the review, it was noted that the following proposers have not complied with the requirements of the solicitation document:

- CDW Government LLC – Group 1 and Group 2 – Proposer submitted an informational section that was labeled as confidential.
- PC Solutions and Integration Inc. – Group 1 and Group 2 – Proposer submitted an informational section that was labeled as confidential.
- United Data Technologies – Group 1, Group 2 and Group 3 – Proposer submitted a statement of confidentiality regarding each proposal submission.

Per Section 1.3 of the solicitation document, "The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive."

- Dell Marketing, L.P. – Group 1, Group 2, and Group 3 – Proposer included the following statement, "Dell's receipt of an Award or Purchase Order for Information Technology Hardware from Miami-Dade County and subsequent performance in relation to this response shall be governed by and understood to indicate Miami-Dade acceptance of the Miami-Dade County WSCA Participating Addendum 250-WSCA-10-ACS. Any terms in RFP Number 852 for Information Technology Hardware or on a resulting Purchase Order from Miami-Dade County to Dell shall not be applicable."

Per Section 1.3 of the solicitation document, "A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the

requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive."

- Insight Public Sector, Inc. – Group 2 – Proposer did not include pricing for all standard configurations included in the Form B-2, "Price Proposal Schedule."

Per Form B-2 of the solicitation document, "The Proposer's price shall be submitted on this Form B-2 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** for Group 2."

- BLM Technologies of Florida DBA EvolvTec – Group 2 – Proposer did not include an executed Form A-1 or other executed offer letter in the proposal submission. Additionally, Proposer did not include pricing for all standard configurations included in the Form B-2, "Price Proposal Schedule."

Per Form A-1, "The undersigned hereby certifies that this proposal is submitted in response to this solicitation. **THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER."** Per Form B-2 of the solicitation document, "The Proposer's price shall be submitted on this Form B-2 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** for Group 2."

- SHI International Corp. – Group 2 – Proposer included multiple manufacturers and associated pricing in order to meet the standard configurations outlined the solicitation.

Per Section 2.1 of the solicitation document, "It is anticipated that the contracts awarded as a result of this RFP will allow the County to standardize on a single technology platform/manufacturer for each group." Additionally, per Item No. 46 in Attachment No. 1 of Addendum No. 3, the County provided the following response regarding multiple manufacturers, "If a Proposer would like to propose multiple manufacturers, a separate complete proposal would need to be submitted for each manufacturer."

Please provide a legal opinion regarding the responsiveness of these proposals and the appropriate action to take.

If you have any questions, please contact me at (305) 375-4417. Thank you for your attention to this matter.

Attachments:
CDW Government LLC Proposal Submissions – Group 1 and Group 2
PC Solutions and Integration Inc. Proposal Submissions – Group 1 and Group 2
United Data Technologies Proposal Submissions – Group 1, Group 2 and Group 3
Dell Marketing L. P. Proposal Submissions – Group 1, Group 2 and Group 3
Insight Public Sector, Inc. Proposal Submission – Group 2
BLM Technologies of Florida DBA EvolvTec Proposal Submission – Group 2
SHI International Corp. Proposal Submission – Group 2

Memorandum

MIAMI-DADE COUNTY

Date: April 2, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Information Technology Department Request for Proposals (RFP) for Information Technology Hardware - RFP852.

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Information Technology Department Request for Proposals (RFP) for Information Technology Hardware - RFP852.

Selection Committee
Beth Goldsmith, ISD (Non-Voting Chairperson)
John Concepcion, ITD
Carmen Suarez, ITD
Deborah Viera, WASD
Rosie Perez, MDT
Maurice Jenkins, MDAD
Jose E. Alvarez, MDFR (Alternate)

Technical Advisor
Jose E. Alvarez, MDFR
Maureen Rajaballey, MDPD
Mark Acquaviva, ITD
Julio Campa, Library
Paul Parham, WASD

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Upon completion of the evaluation process, the Selection Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) with attach supporting documentation which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through ISD for review and consideration.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyist and/or consultants. Selection Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff. Violation of this policy could lead to termination of County service.

All questions must be directed to the staff contact person designated by the issuing department.

c: Lester Sola, Director, ISD
Angel Petisco, Director, ITD
John Renfrow, Director, WASD
Ysela Llort, Director, MDT
William Bryson, Director, MDFR
Jose Abreu, Director, MDAD
J.D. Patterson, Director, MDPD
Raymond Santiago, Director, Library
Jack Osterholt, Deputy Mayor/Director, RER
Mario Goderich, Assistant Director, Business Affairs/RER

Selection Committee
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Technical Advisor
Jose E. Alvarez, MDFR
Maureen Rajaballey, MDPD
Mark Acquaviva, ITD
Julio Campa, Library
Paul Parham, WASD

SELECTION COMMITTEE
MIAMI DADE INFORMATION TECHNOLOGY DEPARTMENT
REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY HARDWARE

RFP852

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional License(s)/ Certification(s)	Telephone #
Beth Goldsmith (Non – Voting Chairperson)	ISD	---	---	---	---	305-375-4417
John Concepcion Division Director	ITD	1983	Hispanic Male	Bachelors in Professional Studies Associates of Arts	Professional Development Certificates in Conflict Resolution, Customer Service, Telecommunications, Network+ Certification	305-596-8368
Carmen Suarez Division Director	ITD	1981	Hispanic Female	Bachelor of Science in Systems Analysis	None	305-596-8437
Deborah. Viera IT Division Chief	WASD	1981	Hispanic Female	Bachelor of Arts in Secondary Education	None	786-552-8288
Rosie Perez Sr. Chief, MDT Information Technology Services	MDT	1989	Hispanic Female	Bachelor of Business Administration in Management Information Systems, Associate of Arts in Business Administration Associate of Science in Data Processing	None	786-469-5072
Maurice Jenkins Director, ISD Telecommunications	MDAD	1988	Black Male	Bachelor of Business Administration Computer Information Systems	None	305-876-0934
Jose E. Alvarez MIT Division Manager (ALTERNATE)	MDFR	1985	Hispanic Male	Bachelors in Mathematics	None	786-331-4302
Technical Advisor						
Jose E. Alvarez MIT Division Manager	MDFR	1985	Hispanic Male	Bachelors in Mathematics	None	786-331-4302
Maureen Rajaballey Computer Services Senior Manager	MDPD	1989	Other Female	Masters in Business Administration Bachelors in Computer Science	None	305-471-1855
Mark Acquaviva Telecommunications Supervisor	ITD	1990	White Male	Associates in Electronics	CCNA, A+ Certification, Network +Certification	305-275-7927
Julio Campa Network Manager 2	Library	1997	Hispanic Male	Bachelor of Science in Electrical Engineering	CCNA, CCDA	305-375-5006
Paul Parham Computer Services Manager	WASD	1986	White Male	Master of Management Information Systems and Finance	None	786-552-8494