

EXECUTIVE SUMMARY



TO: Jim Scholl, City Manager

FROM: Mark Z. Finigan, Assistant City Manager, Administration

DATE: 10/26/2011

SUBJECT: Purchase of Dell Hardware (Desktop and Laptop Computers)

ACTION STATEMENT:

City of Key West City Commission is respectfully requested to approve the purchase of the following desktops and laptop computers for the indicated departmental users.

City Clerk	3
City Manager Office	2
Commission	1
Engineering Wk Station	2
Finance	3
Fire	2
Fleet	2
General Services	1
Human Resources	1
Planning	2
Port	1
Revenue	1
Training Room	4
Police	4
Police Ivault	2
Patrol Report Room	1
Spare	9
Total	41

Desktop Computers (Replaces computers purchased in 2006)

Building	1
Code	1
Engineering	2
Port	1
Spares	2
Total	7

Laptop Computers to be Replaced

• Dell Optiplex 790 Desktop w/Accessories	Quantity 38	\$793.17/Unit	\$ 30,140.46
• Dell Optiplex 990 Desktop w/Accessories	Quantity 2	\$1,235.43/Unit	\$ 2,470.86
• Dell Optiplex 990 Desktop w/Accessories	Quantity 1	\$1,028.79/Unit	\$ 1,028.79
• Dell Latitude E6420 Laptop w/Accessories	Quantity 5	\$1,499.54/Unit	\$ 7,497.70
• Dell Latitude E6520 Laptop w/Accessories	Quantity 2	\$1,792.69/Unit	\$ <u>3,585.38</u>
Total			\$ 44,723.19

The aforementioned Dell hardware products are being purchased pursuant to Florida State Contract 250-040-08-01 and per City Ordinance Sec 2-797(3) - *Purchases and acquisitions under contracts of federal government and the state or its political subdivisions.*

BACKGROUND:

The City of Key West has initiated a Technology Replacement Plan to ensure all technology at the various city locations is kept up-to-date.

The goals of the technology replacement plan are to:

- Assure that each staff member who uses computing resources in his or her position has a computer of sufficient capability to fulfill his/her responsibilities.
- Implement minimum standards for computing equipment and promote uniformity of technology levels within departments.
- Ease resource and financial planning by reducing the effort involved in departmental budgeting and planning for new computers
- Provide for the cost effective and timely purchasing and installation of new equipment while decreasing the deployment time for new equipment.

The process calls for replacements of PCs every five years. To accomplish this goal, the City has created an inventory of the computers that are to be replaced each year. The Information Technology Department has budgeted for the stated replacement computers in the FY 2011-12 budget.

The Information Technology Department has established a standard requirement for purchasing laptops and desktops.

It should be noted standard configurations were ordered directly from Florida State Contract 250-040-08-01 pricing along with State Contract pricing for almost all customization requirements. In the few cases where customization/upgrade options were not available, IT verified that prices for such options were fair and reasonable and consistent with comparable upgrades in the industry.

After establishing the minimum standards and specifications for the indicated laptop and desktop computer systems, the Information Technology Department secured pricing from other computer sources for similar baseline technology and confirmed the Dell prices extended pursuant to Florida State Contract 250-040-08-01 were as competitive or more competitive than those prices obtained from other sources.

FINANCIAL IMPACT:

The FY 2011-12 City of Key West budget included an appropriation of \$ 49,900 for the purchase of 5 laptop systems and 37 desktop systems – to include a monitor, keyboard and mouse for each of the desktop systems.

Favorable State of Florida computer pricing schedules afford the City an opportunity to procure an additional 2 laptop systems and an additional 4 desktop systems. The Commission's approval to order additional computers to cover unanticipated departmental request for computer systems and to replace unforeseen equipment failures during the fiscal year is requested. Note, even with the proposed purchase of 6 additional systems, the total price for the 48 systems is still considerable less than the \$49,900 proposed for the purchase of the 42 approved systems.

RECOMMENDATION:

Approve the purchase of the following Dell laptop and desktop computers from Dell Marketing L.P. at a total cost of \$44,723.19

• Dell Optiplex 790 Desktop w/Accessories	Quantity 38	\$793.17/Unit	\$ 30,140.46
• Dell Optiplex 990 Desktop w/Accessories	Quantity 2	\$1,235.43/Unit	\$ 2,470.86
• Dell Optiplex 990 Desktop w/Accessories	Quantity 1	\$1,028.79/Unit	\$ 1,028.79
• Dell Latitude E6420 Laptop w/Accessories	Quantity 5	\$1,499.54/Unit	\$ 7,497.70
• Dell Latitude E6520 Laptop w/Accessories	Quantity 2	\$1,792.69/Unit	<u>\$ 3,585.38</u>
Total			\$ 44,723.19

Dell recommends Windows® 7.

View/Print Cart

 Print Page

Florida State Contract 250-040-08-1

E-quote Number: 1004399094979

E-quote Name	FY 2011-2012 Order	E-Quote Description	Laptop/Desktops
Saved By:	John Padron	Phone Number:	(305) 809-3926
	jpadron@keywestcity.com	Purchasing Agent:	
Saved On:	Friday, October 14, 2011	Notes/Comments:	
Expires On:	Tuesday, December 13, 2011	Additional Comments:	
Premier Page Name	Florida State Contract 250-040-08-1		

Description



Latitude E6420

Date & Time: October 14, 2011 12:39 PM CST

SYSTEM COMPONENTS

Latitude E6420

Latitude E6420, Genuine Windows® 7 Professional, Media, 32-bit, English

Qty	5
Unit Price	\$1,415.05

Catalog Number: 84 RCRC1118844-2857871

Module	Description	Show Details
Latitude E6420	Latitude E6420	
Operating Systems	Genuine Windows® 7 Professional, Media, 32-bit, English	
Processor	Intel® Core™ i5-2540M (2.60GHz, 3M cache) with Turbo Boost Technology 2.0	
Memory	4.0GB, DDR3-1333MHz SDRAM, 2 DIMMS	
Internal Keyboard	Internal English Dual Pointing Keyboard	
Graphics	nVidia® NVS™ 4200M 512MB DDR3 Discrete Graphics for Dual Core	
Primary Storage	320GB 7200rpm Hard Drive	
Fingerprint and Contactless Smartcard Reader	No Fingerprint Reader and No Contactless Smartcard Reader	
LCDs	14.0" HD(1366x768) Anti-Glare LED-backlit	
Modem	No Modem	
AC Adapter	90W A/C Adapter (3-pin)	
Primary Optical Device	8X DVD+-RW w/Roxio and Cyberlink Power DVD™	
Camera/Microphone	Light Sensitive Webcam and Noise Cancelling Digital Array Mic	
Wireless LAN (802.11)	Dell Wireless™ 1501 802.11b/g/n Half Mini Card	
Systems Management	No Out-of-Band Systems Management	
Productivity Software	No Productivity Software	

Primary Battery	9-cell (97WH) Primary Lithium Ion Battery
Hardware Support Services	5 Year ProSupport with 5 Year NBD Limited Onsite Service After Remote Diagnosis
Energy Star & EPEAT	Energy Star 5.0 Enabled / EPEAT Gold
Mobile Broadband	Dell Wireless™ DW5630 Multi-mode HSPA-EVDO Mini Card (Gobi™ 3000)
Processor Branding	Intel Core i5 Label P183802994

ACCESSORIES

E-Port, dock for charging, digital video, and USB / eSATA port support	Qty	5
Dell Part# 430-3113	Unit Price	\$84.49
Manufacturer Part# CP103		
Dell Part# 430-3113		
TOTAL: \$7,497.70		

**Latitude E6520**

Date & Time: October 14, 2011 12:39 PM CST

SYSTEM COMPONENTS

Latitude E6520	Qty	2
Latitude E6520, Genuine Windows® 7 Professional, Media, 32-bit, English	Unit Price	\$1,708.20
Catalog Number:	84 RCRC1118844-2857872	

Module	Description	Show Details
Latitude E6520	Latitude E6520	
Operating Systems	Genuine Windows® 7 Professional, Media, 32-bit, English	
Processor	Intel® Core™ i7-2720QM (2.20GHz, 6M cache) with Turbo Boost Technology 2.0	
Memory	4.0GB, DDR3-1333MHz SDRAM, 2 DIMMS	
Internal Keyboard	Internal English Backlit Dual Pointing Keyboard, Numpad	
Graphics	nVidia® NVS™ 4200M 512MB DDR3 Discrete Graphics for Quad Core	
Primary Storage	320GB 7200rpm Hard Drive	
Fingerprint and Contactless Smartcard Reader	Internal Swipe Fingerprint Reader and Contactless Smartcard Reader	
LCDs	15.6" UltraSharp™ FHD(1920x1080) Wide View Anti-Glare LED-backlit with Premium Panel Guarantee	
Bluetooth	Dell Wireless® 375 Bluetooth Module	
Modem	No Modem	
AC Adapter	90W A/C Adapter (3-pin)	
Primary Optical Device	8X DVD+-RW w/Roxio and Cyberlink Power DVD™	
Camera / Microphone	Light Sensitive Webcam and Noise Cancelling Digital Array Mic	
Wireless LAN (802.11)	Dell Wireless™ 1501 802.11b/g/n Half Mini Card	
Systems Management	No Out-of-Band Systems Management	
Productivity Software	No Productivity Software	

Primary Battery	9-cell (97WH) Primary Lithium Ion Battery
Carrying Cases	Dell Professional 16" Business Case
Hardware Support Services	5 Year ProSupport with 5 Year NBD Limited Onsite Service After Remote Diagnosis
Energy Star/E-PEAT Gold	Energy Star 5.0 Enabled / EPEAT Gold
Mobile Broadband	Dell Wireless™ DW5630 Multi-mode HSPA-EVDO Mini Card (Gobi™ 3000)
Processor Branding	Intel Core i7 Label

ACCESSORIES

E-Port, dock for charging, digital video, and USB / eSATA port support	Qty	2
Dell Part# 430-3113	Unit Price	\$84.49
Manufacturer Part# CP103		
Dell Part# 430-3113		
		TOTAL: \$3,585.38

**optiplex 790 DT**

Date & Time: October 14, 2011 12:39 PM CST

SYSTEM COMPONENTS

optiplex 790 DT	Qty	38
OptiPlex 790 Desktop for Standard Power Supply, Genuine Windows® 7 Professional, Media, 32-bit, English	Unit Price	\$793.17

Catalog Number: **84 RCRC1118844-2977471**

Module	Description	Show Details
OptiPlex 790 DT	OptiPlex 790 Desktop for Standard Power Supply	
Operating System(s)	Genuine Windows® 7 Professional, Media, 32-bit, English	
Processors	Intel® Core™ i5 2400 Processor (3.1GHz, 6M)	
Memory	4GB DDR3, Non-ECC, 1333MHz Dual Channel SDRAM, 2x2GB	
Keyboard	Dell KB212-B USB 104 Quiet Key Keyboard, English	
Monitors	No Monitor	
Video Cards	Integrated Video, Intel® HD Graphics 2000 (1DP & 1 VGA)	
Boot Hard Drives	320GB 7,200 RPM 3.5" SATA, 6.0Gb/s Hard Drive with 16MB Cache	
Mouse	Dell MS111 USB Optical Mouse	
Systems Management Mode	Intel® Standard Manageability	
Removable Media Storage Device	16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™	
Thermal	Heat Sink, Performance, Desktop	
Speakers	Internal Dell Business Audio Speaker	
Power Supply	Standard Power Supply	
Documentation	Opti 790 Documentation English	
Productivity Software	No Productivity Software	
Energy Efficiency Options	Dell Energy Smart Power Management Settings Enabled	
Resource DVD	No Resource DVD	

Hardware Support Services	5 Year ProSupport with 5 Year NBD Limited Onsite Service After Remote Diagnosis
Low Power Mode	1 Watt ready low-power mode
Setup and Features Information Tech Sheet	No Tech Sheet
Shipping Packaging Options	Shipping Material for System, Desktop
TOTAL: \$30,140.46	

**Optiplex 990 Minitower**

Date & Time: October 14, 2011 12:39 PM CST

SYSTEM COMPONENTS**Optiplex 990 Minitower**

OptiPlex 990 Minitower for Standard Power Supply, Genuine Windows® 7 Professional, No Media, 32-bit, English

Qty	2
Unit Price	\$1,235.43

Catalog Number: 84 RCRC1118844-2857874

Module	Description	Show Details
OptiPlex 990 MT	OptiPlex 990 Minitower for Standard Power Supply	
Operating System(s)	Genuine Windows® 7 Professional, No Media, 32-bit, English	
Processors	Intel® Core™ i7 2600 Processor (3.4GHz, 8M)	
Memory	4GB DDR3, Non-ECC, 1333MHz Dual Channel SDRAM, 2x2GB	
Keyboard	Dell KB212-B USB 104 Quiet Key Keyboard, English	
Monitors	Dell Professional P2210 22in HAS Wide Monitor, VGA/ DVI/ DP	
Video Cards	1GB AMD RADEON HD 6670, DP/DVI/VGA, FH	
Boot Hard Drives	500GB 3.5 6.0Gb/s SATA with 16MB DataBurst Cache™	
Mouse	Dell MS111 USB Optical Mouse	
Systems Management Mode	Intel® vPro Technology Enabled	
Removable Media Storage Device	16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™	
Thermals	Heat Sink, Performance, Minitower	
Speakers	Internal Dell Business Audio Speaker	
Power Supplies	OptiPlex 990 Minitower Standard Power Supply	
Documentation	Documentation English and French	
Productivity Software	No Productivity Software	
Hard Drive Mode	No RAID	
Energy Efficiency Options	Dell Energy Smart Power Management Settings Enabled	
Resource DVD	Resource DVD - contains Diagnostics and Drivers for Vista systems	
Hardware Support Services	5 Year ProSupport with 5 Year NBD Limited Onsite Service After Remote Diagnosis	
Security Hardware	Chassis Intrusion Switch Option	
Setup and Features Information Tech Sheet	Tech Sheet, English	
Ship Packaging Options	Shipping Material for System, Minitower	
Processor Branding	Core i7 vPro Sticker	

P183802994

TOTAL: \$2,470.86

**optiplex 790 DT**

Date & Time: October 14, 2011 12:39 PM CST

SYSTEM COMPONENTS**optiplex 790 DT**

OptiPlex 790 Desktop for Standard Power Supply, Genuine Windows® 7 Professional, Media, 64-bit, English

Qty	1
Unit Price	\$1,028.79

Catalog Number: **84 RCRC1118844-2977471**

Module	Description	Show Details
OptiPlex 790 DT	OptiPlex 790 Desktop for Standard Power Supply	
Operating System(s)	Genuine Windows® 7 Professional, Media, 64-bit, English	
Processors	Intel® Core™ i7 2600 Processor (3.4GHz, 8M)	
Memory	8GB DDR3 Non-ECC SDRAM, 1333MHz, (2 DIMM)	
Keyboard	Dell KB212-B USB 104 Quiet Key Keyboard,English	
Monitors	No Monitor	
Video Cards	1GB AMD RADEON HD 6450 (1 DP/ DVI), Low Profile	
Boot Hard Drives	1TB 7,200 RPM 3.5" SATA, 6.0Gb/s Hard Drive with 32MB Cache	
Mouse	Dell MS111 USB Optical Mouse	
Systems Management Mode	Intel® Standard Manageability	
Removable Media Storage Device	16X DVD+-RW SATA, Roxio Creator™ CyberlinkPowerDVD™	
Thermal	Heat Sink, Performance, Desktop	
Speakers	Internal Dell Business Audio Speaker	
Power Supply	Standard Power Supply	
Documentation	Opti 790 Documentation English	
Productivity Software	No Productivity Software	
Energy Efficiency Options	Dell Energy Smart Power Management Settings Enabled	
Resource DVD	No Resource DVD	
Hardware Support Services	5 Year ProSupport with 5 Year NBD Limited Onsite Service After Remote Diagnosis	
Low Power Mode	1 Watt ready low-power mode	
Setup and Features Information Tech Sheet	No Tech Sheet	
Shipping Packaging Options	Shipping Material for System, Desktop	

TOTAL: \$1,028.79

	Total Price
Sub-total	\$44,723.19
Tax	--
Total Price ¹	--



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

September 1, 2011

MEMORANDUM NO.: (250-040-08-1) -2

TO: User Agency

FROM: Division of State Purchasing

SUBJECT: Contract No. 250-040-08-1

Title: PCs, Laptops, and Monitors

The following changes have been made to the subject contract as a result of Amendment 2:

- The contract has been renewed, for all contractors, for an additional six months from September 1, 2011 through February 29, 2012.
- Contract discount rates are located under the "[How to Use this Contract](#)" link.

Any questions regarding this contract should be directed to Joel Atkinson at (850) 487-4196, joel.atkinson@dms.myflorida.com.

CONTRACT SUMMARY STC # 250-040-0-1 - PCs / Laptops / Monitors

In March 2008, DMS Division of State Purchasing created this State Term Contract (STC No. 250-040-08-1) for Windows Based (Commercial Grade) Personal Computers, Laptops and Monitors.

Most recently, we made supplemental awards (solicited via Invitations to Negotiate [ITN]) to add MAC/OS Devices as well as Ruggedized Laptops, Tablets, and Ultra-Mobile Computers to this State Term Contract. This Contract is for a three year period with all sections terminating simultaneously on Feb. 28, 2011 (unless renewed per Florida Statute).

All of the awarded vendors have provided BASE discounts to be applied to their current Manufacturers Web Price (MSRP) pursuant to the terms outlined in ITN #s 13-250-040-Q (Windows Based), 5-250-040-Y (Ruggedized), and 6-250-040-Y (MAC/OS Devices).

The RFQ process is not mandatory under this contract. However, customers are encouraged seek additional discounts for volume purchases. They MAY do so by initiating their own Request for Quotes ("RFQ") among the awarded manufacturers or by direct negotiations with any single awarded manufacturer.

CONTRACT BREAKDOWN - Awarded Vendors by Section

Section 1 - Windows - Commercial Grade

The "Windows Based" (Commercial Grade) portion of the STC has been awarded to Dell, Inc., Hewlett Packard Company, Lenovo, and MPC/Gateway during the original solicitation (ITN # 13-250-040-Q). Their BASE discounts are illustrated in the table below:

Item Description (Includes Services)	Dell Discount	Gateway Discount	HP Discount	Lenovo Discount
Desktops / Workstations	45.05%	40.00%	50.00%	50.00%
Laptops	40.00%	35.00%	50.00%	40.00%
Monitors	22.90%	20.00%	35.00%	20.00%

Section 2 - MAC/OS Devices

The MAC/OS portion of this STC was awarded through a supplemental solicitation (ITN 6-250-040-Y) to **Apple, Inc.** State of Florida discounts meet or exceed Apple's State/Local Government or Educational pricing.

Section 3 - Ruggedized/Semi-Rugged (Tough) Laptops, Tablet, Ultra-Mobile Computers

The most stringent technical requirements of this section of the Contract are for equipment that is defined as "rugged". When purchasing "Ruggedized Equipment" the buyer should evaluate their specialized needs and determine which, if any, Military Specifications are required.

Somewhat less stringent technical requirements have been applied for equipment that is defined as "semi-rugged" or "tough". Once again, it is incumbent on the purchaser to determine what type of equipment best meets their needs.

Pursuant to the proceedings of ITN 5-250-040-Y, the Department of Management Services has awarded to the following vendors by Category.

Category 1 - Rugged Laptops	
Ruggedized Laptops	Semi-Ruggedized / Tough Laptops
American Reliance	American Reliance
Dell Marketing LP	Dell Marketing LP
Hewlett Packard	Hewlett Packard
MPC/Gateway	MPC/Gateway
Panasonic	Panasonic
Radio One	

Category 2 - Tablet Computers:		
Slates	Thin-Client Slates	Convertible Tablets
American Reliance	MPC/Gateway	Dell Marketing LP
Dell Marketing LP		Hewlett Packard
Hewlett Packard		Insight Public Sector
Insight Public Sector		MPC/Gateway
MPC/Gateway		Panasonic

Category 3 - Ultra-mobile Computers
Hewlett Packard
Insight Public Sector
American Reliance
Panasonic
Radio One

Specific Vendor Contact Information for ALL SECTIONS is available at the "Contractor Section" of this Contract site.

During the term of this Contract, Contractors may offer the following hardware and services to be purchased as part of a PC, Laptop and/or Monitor purchase:

- Mice
- Keyboards
- Docking Stations
- Speakers
- Carrying Cases
- Cables Necessary for Connecting System
- Operating System Software (i.e. Windows, Vista, Linux)
- Installation Services
- Maintenance Agreements
- Asset Tagging
- Imaging

The following conditions must apply for the additional hardware and/or services to be considered a contract purchase:

- Must be offered at the same or greater percentage price discount offered for the awarded items.
- Must be offered in conjunction with PC, Laptop and/or Monitor Purchase.

Note: Under this Contract, contractors shall not offer and customers shall not purchase, standalone software and/or services. However, contractors may install preconfigured software loads provided by the Customer.

This additional hardware and/or services option is for the convenience and benefit of the Customer. The intent of the option is to promote "one-stop shopping" for both basic and enhanced systems. These services shall be provided at the same discount level as the associated PC, Laptop and/or Monitor purchase.

Items excluded from this CONTRACT include, but are not limited to the following:

- Servers
- Connectivity Devices
- Uninterruptible Power Supplies and Surge Suppressors
- Storage Devices
- Printers and Scanners
- Video Conferencing and Video Bridging Equipment
- Firewalls
- Office technology (copiers, radios, facsimile machines, calculators, telephones, paper shredders, typewriters, scanners, multifunctional devices etc.)
- IT application and database software
- IT professional and consulting services

These excluded items are available under other State Term Contract (250-000-09-1, etc.) ALL ORDERS PLACED UNDER THIS CONTRACT SHALL BE MADE DIRECTLY TO THE AWARDED MANUFACTURERS. **There are NO RESELLERS on this Contract.** The awarded manufacturers shall provide quarterly reports indicating any commissions paid to Certified Minority Business Enterprises (CMBE) sales agents or subcontractors. Customers are encouraged to use manufacturer authorized sales agents listed on the vendor's ordering instructions for sales assistance and may request CMBE subcontractors for services provided under the contract. Information regarding Certified Minority Business Enterprises is available from the Office of Supplier Diversity.

Florida Governor Charlie Crist signed Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government." As such, all products offered under this Contract are ENERGY STAR 4.0 and/or EPEAT Bronze certified, or greater. Customers are asked to ensure that products received meet these requirements.

Please direct any questions regarding this Contract to mark.foss@dms.myflorida.com, or call 850-488-1086.

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Amendment 1 (01 March 2011)

March 1, 2011

MEMORANDUM NO.: (250-040-08-1) -1

TO: User Agency

FROM: Division of State Purchasing

SUBJECT: Contract No. 250-040-08-1

Title: PCs, Laptops, and Monitors

The following changes have been made to the subject contract as a result of Amendment 1:

- The contract has been renewed, for all contractors, for an additional six months from March 1, 2011 through August 31, 2011.
- Contract discount rates, that include any adjusted rates, are located under the "[How to Use this Contract](#)" link.

Any questions regarding this contract should be directed to Joel Atkinson at (850) 487-4196, joel.atkinson@dms.myflorida.com.

[Dell Renewal](#) (pdf 919.03 kB)

[HP Renewal](#) (pdf 922.73 kB)

[Insight Renewal](#) (pdf 826.48 kB)

[Lenovo Renewal](#) (pdf 584.00 kB)

[Panasonic Renewal](#) (pdf 683.48 kB)

[Radio One Renewal](#) (pdf 812.31 kB)

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AMENDMENT 1
TO
State Term Contract No.: 250-040-08-1

This Amendment, effective March 1, 2011, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Dell, Inc., (Contractor), and amends State Term Contract No. 250-040-08-1 (Contract). *marketing LP*

Whereas, the Department awarded the Contract to Contractor for the provision of Personal Computers and Monitors pursuant to ITN No. 13-250-040-Q, as well as the provision of Ruggedized Laptops, Semi-Ruggedized Laptops, Slate Tablets, and Convertible Tablets included in a supplemental award to the contract pursuant to ITN No. 5-250-040-Y; and, *LP 2/28/11*

Whereas, the parties, upon mutual agreement, may renew the Contract, in whole or in part, for a period that may not exceed three years or the term of the contract; and,

Whereas, the parties have agreed to adjustments in the discount percentages of certain products which, because of significant reductions in the manufacturer's suggested retail price, will result in a lower purchase price for these items; and,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 CONTRACT RENEWAL

The Department hereby executes its renewal option for a ~~one-year~~ *Six month* period pursuant to Section 287.057(13), Florida Statutes. *Let - Dell 2/28/2011*

2.0 DISCOUNT PERCENTAGE ADJUSTMENTS

Upon the effective date of this Amendment, the discount rates below will apply for the following computers and related equipment:

PRODUCT CATEGORY DESCRIPTION FOR STANDARD CONFIGURATIONS	DISCOUNT PERCENTAGE
DESKTOP STANDARD CONFIGURATIONS (OPTIPLEX FAMILY)	37%
NOTEBOOK STANDARD CONFIGURATIONS (LATITUDE E SERIES ONLY)	35%
MONITOR STANDARD CONFIGURATIONS	22.9%
RUGGEDIZED/SEMI-RUGGEDIZED LAPTOP STANDARD CONFIGURATIONS	25%
TABLET - LATITUDE XT STANDARD CONFIGURATIONS	35%
TABLET - MOTION F5 SLATE STANDARD CONFIGURATIONS	10%

3.0 INTELLECTUAL PROPERTY

The parties agree that the services provided under this Contract do not include the creation of intellectual property.

4.0 PREFERRED PRICE

The Contractor agrees to submit to Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

5.0 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Agency, within thirty days of the effective date of this amendment, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this amendment or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

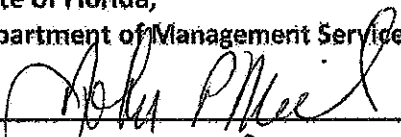
6.0 CONFLICT

To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force.


7.0 WARRANTY OF AUTHORITY

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

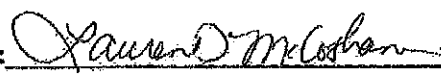
State of Florida,
Department of Management Services

By: 
Name: John P. Miles
Title: Secretary
Date: 2/28/2011

Approved as to form and legality

By: 
Office of the General Counsel

Dell, Inc. Marketing LP

By: 
Name: Lauren D. McCosham
Title: Contract Manager
Date: 2/21/11

Feb. 11, 2011
Date

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Amendment 2 (01 September 2011)

September 1, 2011

MEMORANDUM NO.: (250-040-08-1) -2

TO: User Agency

FROM: Division of State Purchasing

SUBJECT: Contract No. 250-040-08-1

Title: PCs, Laptops, and Monitors

The following changes have been made to the subject contract as a result of Amendment 2:

- The contract has been renewed, for all contractors, for an additional six months from September 1, 2011 through February 29, 2012.
- Contract discount rates are located under the "[How to Use this Contract](#)" link.

Any questions regarding this contract should be directed to Joel Atkinson at (850) 487-4196, joel.atkinson@dms.myflorida.com.

[Dell Renewal - Amendment 2](#) (pdf 97.61 kB)

[HP Renewal - Amendment 2](#) (pdf 116.41 kB)

[Insight Renewal - Amendment 2](#) (pdf 84.35 kB)

[Lenovo Renewal - Amendment 2](#) (pdf 102.90 kB)

[Panasonic Renewal - Amendment 2](#) (pdf 96.38 kB)

[Radio One Renewal - Amendment 2](#) (pdf 93.08 kB)

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AMENDMENT 2
TO
State Term Contract No.: 250-040-08-1

This Amendment, effective September 1, 2011, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Dell, Inc., Marketing LP (Contractor), and amends State Term Contract No. 250-040-08-1 (Contract).

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Whereas, the Department awarded the Contract to Contractor for the provision of Personal Computers and Monitors pursuant to ITN No. 13-250-040-Q, as well as the provision of Ruggedized Laptops, Semi-Ruggedized Laptops, Slate Tablets, and Convertible Tablets included in a supplemental award to the contract pursuant to ITN No. 5-250-040-Y; and,

Whereas, the parties, upon mutual agreement, renewed the Contract, for a period of six (6) months to end on August 31, 2011; and,

Whereas, the parties, upon mutual agreement, may renew the Contract, in whole or in part, for a period that may not exceed an additional two (2) years and six (6) month; and,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

1.0 CONTRACT RENEWAL

The Department hereby executes its renewal option for a six (6) month period pursuant to Section 287.057(13), Florida Statutes, to begin on September 1, 2011 and end on February 29, 2012.

2.0 RE-SOLICITATION

The parties agree that if a re-solicitation of these or similar services is conducted and contract(s) results from the re-solicitation, then this contract, No. 250-040-08-1, may be terminated prior to the established expiration date and superseded by the new contract(s).

3.0 DISCOUNT PERCENTAGE

Upon the effective date of this Amendment, the discount rates below will apply for the following computers and related equipment. The discount rates have not changed but the table below reflects a broader category of products instead of identifying specific models:

PRODUCT CATEGORY	DISCOUNT PERCENTAGE
DESKTOPS	37%
LAPTOPS	35%
MONITORS	22.9%
RUGGEDIZED/SEMI-RUGGEDIZED LAPTOPS	25%
TABLET-CONVERTIBLES	35%
TABLET-SLATES	10%

4.0 INTELLECTUAL PROPERTY

The parties agree that the services provided under this Contract do not include the creation of intellectual property.

5.0 SCRUTINIZED COMPANIES LISTS

In executing this amendment/renewal, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

6.0 CONFLICT

To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force.

7.0 WARRANTY OF AUTHORITY

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida,
Department of Management Services

Dell, Inc. Marketing LP

By: 

By: 

Name: TIMOTHY GIBNEY

Name: Ashleigh Lane

Title: DIRECTOR

Title: Contract Manager

Date: 8/19/11

Date: 08/19/2011

Approved as to form and legality

By: 

Office of the General Counsel

Aug 9, 2011
Date



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

March 1, 2011

MEMORANDUM NO.: (250-040-08-1) -1

TO: User Agency

FROM: Division of State Purchasing

SUBJECT: Contract No. 250-040-08-1

Title: PCs, Laptops, and Monitors

The following changes have been made to the subject contract as a result of Amendment 1:

- The contract has been renewed, for all contractors, for an additional six months from March 1, 2011 through August 31, 2011.
- Contract discount rates, that include any adjusted rates, are located under the "[How to Use this Contract](#)" link.

Any questions regarding this contract should be directed to Joel Atkinson at (850) 487-4196, joel.atkinson@dms.myflorida.com.