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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Betsy Cohen

**EXT:** 7112

**MOTION/RECOMMENDATION:**

Award RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando.

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-600244-07/GGM will provide for lease and/or purchase of computers, printers, network equipment and other miscellaneous computer equipment with optional technical support staffing. The majority of the hardware will replace existing lease equipment at its end-of-lease, and the remainder will be new equipment that is being added to the County's inventory. The County publicly advertised this project and received four (4) proposals in response to the solicitation, firms listed in alphabetical order:

- ESQ IT Solutions, Orlando
- JBT & Associates, Inc., South Daytona
- Pomeroy IT Solutions, Hebron, KY
- Prosys, Tampa

The submittal received from JBT & Associates, Inc. is considered as non-responsive due to the failure to submit the information as required in the RFP documents. A valid analysis of the company personnel qualifications and price schedule could not be properly reviewed with the proposal submitted.

The Evaluation Committee which consisted of Robert Beach, Director, BITS Department; Joseph Dual, Network Technician, BITS Department; Chris Giles, Technology Network Team Mgr, BITS Department; Paula Irby, Financial Manager, BITS Department; Clint Patterson, Technology Engineer, BITS Department; Lucie Poynter, Project Manager II, BITS Department; Jennifer Stevens, Customer Support Desk Tech, BITS Department; and John Taylor, OPS Manager, BITS Department, evaluated the responses. The evaluation was based on the following criteria:

- Proposed cost
- Proposed equipment and/or services
- Proposed repair and warranty support
- Understanding of the Scope of Services and approach plan to support the needs and objectives of the procurement

The Agreement will become effective upon execution by the County and shall run for an initial period of three (3) years with three (3) one (1) year renewal options. This lease agreement shall remain in force and effect until the last lease item is terminated or expires. The County will compensate the Contractor for the services and products called for under this agreement based on the County needs. The total annual compensation paid to the Contractor pursuant to this agreement shall not exceed the amount budgeted for these services and products. Below are some bullet points on enterprise vs. consumer/store bought computers:

- By investing in an enterprise class platform and standardization, the County will create efficiencies in the management of the desktop environment.
- By standardizing on an enterprise class platform, the vendor (and the County) can maintain an inventory of spare parts for quick repair of inoperable systems. This would not be possible with a consumer/store bought solution.
- By leveraging enterprise grade platforms, we are able to adequately test different hardware and software configurations prior to introducing them to the production work environment. This would not be possible with a consumer/store bought solution.
- By investing in enterprise grade platforms, we are able to provide standard disk images to the manufacturer for installation at the factory. This reduces the time necessary to deploy a computer workstation since the County's software is already installed prior to shipment. This would not be possible with a consumer/store bought solution.
- Consumer grade platforms do not ship with professional edition operating systems.
- Enterprise grade platforms offer various form factors (sizes) to fit a specific environment while maintaining consistency in its internal components.
- Enterprise grade platforms ship with active management features that allow for superior management of resources, support for virtualization technologies, and tighter security. Consumer grade machines do not include these features.
- Enterprise grade platforms include "green" features such as low power consumption processors, high efficiency power supplies, and remote power management agents that will allow us to reduce overall power consumption.

The following is a comparison of leasing vs. purchasing the equipment:

Description of Service	Leasing	Purchase
Cost of Equipment	Same Discount Price off MSRP or State Contract Pricing; Sample Standard Desktop: MSRP = \$1,257.00; Discount 48.69%; Our Cost = \$644.97.	Same Discount Price off MSRP or State Contract Pricing; Sample Standard Desktop: MSRP = \$1,257.00; Discount 48.69%; Our Cost = \$644.97.
Warranty	Contractor provides on-site next day warranty service for the duration of lease period. Contractor provides loaner, if required. Desktops will be 48 months and laptops will be 36 months	Staff would be required to troubleshoot computer warranty issues and work with the manufacturer for resolution. Loaner equipment would not be available.
Billing	Billing and lease payments start upon acceptance of installed working computer at employees' workplace.	Receipt occurs at FOB delivery at warehouse. Staff would be required to receive, install image, and deliver to the workplace and test. This task could take three weeks and the County would be paying for the equipment at time of delivery rather than at time of acceptance.
Inventory and Surplus	Lease equipment is not inventoried each year and surplus procedures do not apply.	Fixed Asset and surplus procedures apply. Requires additional staffing to support this function.
Cost of money	Municipal tax exempt interest financing is utilized. Leasing contract is tax exempt for property tax. Average financing interest rate is estimated at 5%.	Clerk receives an average of 4.5% interest on County funds.
Seat Management	Contractor provides on site services relating to receipt, installation, warranty and disposal including buy back option.	Staff would be responsible for these functions. Additional County staff would be required.

**STAFF RECOMMENDATION:**

Staff recommends the Board award RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando.

**ATTACHMENTS:**

1. Tabulation Sheet
2. Agreement
3. Evaluation Concensus Forms

**Additionally Reviewed By:**

County Attorney Review ( Arnold Schneider )

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-600244-07/GGM

RFP TITLE : Lease/Purchase of Computer Equipment and or Technical Contract Staffing Services

DATE: September 26, 2007 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
ESQ IT Solutions 1013 Montana Street Orlando, Florida 32803  (407) 228-4470 – Phone (407) 228-4575 – Fax  Ray Bazzi	JBT & Associates, Inc. 933 Beville Road Suite 103B S. Daytona, Fl. 32119  (386) 304-0847– Phone  James K. Hawkins  <b>NON RESPONSIVE</b>	Pomeroy IT Solutions 1020 Petersburg Road Hebron, KY. 41048  (859)-586-1515 – Phone (859) 586-1494 – Fax  Steven Charlton	Prosys 2202 N. Westshore Blvd. Suite# 200 Tampa, Florida 33607  (813) 639-4242 – Phone (813) 699-8282 – Fax  Joe Yaeger

\* The submittal received from JBT & Associates, Inc. is considered as non-responsive due to the failure to submit the information as required in the RFP documents. A valid analysis of the company personnel qualifications and price schedule cannot be properly done with the information received.

**The evaluation criteria are as follows:**

- Proposed cost
- Proposed equipment and/or services
- Proposed repair and warranty support
- Understanding of the Scope of Services and approach plan to support the needs and objectives of the procurement

Tabulated by: Gladys Marrozos, Procurement Analyst – Posted 9/27/2007 (2:05 P.M.)

Evaluation Meeting – 10/11/2007 @ 1:30 pm

Presentations - 10/24/2007 between 11:00 am – 2:45 pm

Recommendation of award: **Recommendation: ESQ IT Solutions Presented to the BCC: 12/11/2007.** (Posted 10/31/2007 @ 3:10 pm)

**LEASE/PURCHASE AGREEMENT FOR COMPUTER HARDWARE  
AND TECHNICAL CONTRACT STAFFING SERVICES  
(RFP-600244-07/GGM)**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between EXECUTIVE SOURCE, INC. d/b/a ESQ IT SOLUTIONS, whose address is 1013 Montana Street, Orlando, Florida 32803, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, having its principal offices at Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide computer hardware and technical contract staffing services in Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of a contractor; and

**WHEREAS**, CONTRACTOR is competent and qualified to furnish equipment and services to COUNTY and desires to provide equipment and services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish equipment and services and to perform those tasks as further stated in the Description of Services and Service Level Agreement (SLA) attached hereto and incorporated herein as Exhibit A.

**SECTION 2. EQUIPMENT COVERED AND TERM.**

(a) CONTRACTOR agrees to lease to COUNTY, for its exclusive

use, the Equipment listed on the executed Exhibit B, hereafter made a part of this Agreement. All leased Equipment shall be new Equipment.

(b) This Agreement will become effective with respect to each piece of Equipment on the date the Equipment is installed and accepted by COUNTY, as reflected on the Exhibit B relating to the Equipment and shall continue for the term specified herein unless terminated earlier as provided in this Agreement. Payment shall commence as shown on Exhibit B upon acceptance of the equipment.

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

(d) The term of this Agreement shall commence upon execution of the Agreement by COUNTY and shall run  for a term of three (3) years with three (3) one (1) year options to purchase from the date that each Delivery and Acceptance is executed by COUNTY per each item. The parties recognize that COUNTY is a political subdivision of the State Government and, thus, Section 13 of this Agreement is required and set forth herein. This Agreement shall remain in full force and effect until the last lease item is terminated or expires.

(e) For the purpose of this Agreement, the term "Equipment" as used throughout this Agreement shall mean the equipment identified in Exhibit B and subsequent Exhibits together with all replacement parts, additions, accessories, alterations, and repairs incorporated therein or affixed thereto.

(f) All right, title, and interest in and to each item of the

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

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

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

(i) Insofar as applicable, and as permitted by law, COUNTY will comply with all applicable provisions of the Internal Revenue Code of 1986 as amended, including without limitations, Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest component of rental payments from gross income for the purposes of Federal income taxation.

**SECTION 3. INSTALLATION AND USE OF EQUIPMENT.**

(a) CONTRACTOR is responsible for all transportation, rigging,

and insurance charges with respect to delivery of Equipment. COUNTY will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the manufacturer.

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

(c) At its own expense and with CONTRACTOR's prior written consent, COUNTY may make alterations in or add attachments to the Equipment provided such alterations or attachments do not interfere with the normal operation or maintenance of the Equipment. All such alterations and attachments shall become, upon the termination of this

Agreement, the property of CONTRACTOR unless such alterations and attachments can be removed from the Equipment without injury to the Equipment. At its sole expense, COUNTY shall remove such alterations and attachments and restore the Equipment to its original condition. COUNTY shall not affix the Equipment to real property or improvements thereon or in any other manner render the Equipment a "fixture" under applicable law without CONTRACTOR's written consent.

(d) Except as provided in subparagraph 3(c) above with respect to removable alterations and additions, upon the expiration or earlier termination of this Agreement, CONTRACTOR, at its sole expense and including without limitation, expenses of installation/de-installation, packaging, transportation, and in-transit insurance, shall inspect and take possession of the Equipment subject to the terms of this Agreement at the  location in Sanford, Seminole County, Florida. Said equipment shall be returned to CONTRACTOR in substantially the same operating order, repair, condition, and appearance as on the Delivery Date, reasonable wear and tear excepted. If COUNTY fails to return the Equipment to CONTRACTOR as agreed, COUNTY shall continue paying CONTRACTOR the prorated monthly Payment for said Equipment until the Equipment is returned, except that COUNTY shall not be liable for any additional Payments, penalties, or other charges if equipment is not returned in a timely manner to CONTRACTOR due to CONTRACTOR's delay in inspecting or taking possession of the Equipment. CONTRACTOR shall be solely responsible for the boxing and return freight of all leased Equipment upon termination of this Agreement.

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

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

#### **SECTION 4. MAINTENANCE AND REPAIRS.**

(a) During the term of this Agreement, COUNTY shall keep the Equipment in good repair, working order, and condition.

(b) COUNTY must maintain and use the Equipment in compliance with all laws and regulations. If the Equipment is damaged, lost, or stolen, COUNTY agrees to continue to make all payments due under this Agreement.

(c) Until leased item charges are paid in full and the Equipment has been returned to CONTRACTOR, COUNTY will:

(1) keep the Equipment insured for its full replacement value against all types of loss, including theft, and name CONTRACTOR or its assignees as loss payee; and

(2) provide and maintain an acceptable general public liability insurance policy or acceptable level of self insurance.

(d) CONTRACTOR is not responsible for any losses or injuries to COUNTY or any third parties caused by the negligent use of the Equipment by COUNTY.

**SECTION 5. WARRANTIES.**

(a) CONTRACTOR is leasing Equipment to COUNTY with a three (3), four (4), and five (5) year Lease on-site, next-day warranty.

(b) COUNTY represents and warrants that:

(1) it is a duly organized public body corporate and politic with full authority to enter into and perform its obligations under this Agreement and each attached Schedule;

(2) all necessary actions of its governing body have been taken and all necessary procedures have been complied with to give full effect to the execution, delivery and performance of this Agreement and terms;

(3) COUNTY has, in accordance with all applicable laws, budgeted and appropriated sufficient funds to make all Payments and meet all of its other obligations for the current fiscal year and such funds have not been expended for any other purpose;

(4) COUNTY will do all things lawfully within its power to

obtain and maintain funds for payment of the Payments (including providing for such payments in each budget or appropriation request submitted and adopted), to have such portions of budgets or appropriation requests approved, and to exhaust all available reviews and appeals in the event such portion of any budget or appropriation request is not approved;

(5) COUNTY has complied with Seminole County Purchasing Code requirements applicable to this Agreement and the acquisition of the Equipment;

(6) COUNTY has provided financial information and other statements to CONTRACTOR which are accurate and correct;

(7) upon CONTRACTOR's request, COUNTY will annually provide current financial statements, budgets, proofs of appropriation and other financial information relating to its ability to continue this Agreement and each Schedule; and

(8) the Equipment will be used only by COUNTY and only to perform essential governmental or proprietary functions consistent with the permissible scope of requisite and necessary authority and authorization to execute same on COUNTY's behalf.

#### **SECTION 6. OPERATORS.**

(a) COUNTY agrees that each piece of Equipment will only be operated by properly trained operators who are the employees or agents of COUNTY, subject to COUNTY's exclusive direction and control.

(b) COUNTY agrees that the Equipment will not be operated in a reckless or abusive manner or be improperly used.

#### **SECTION 7. DISCLAIMER OF WARRANTIES.**

(a) COUNTY represents that upon execution and delivery of the Delivery and Acceptance Certification it will have visually inspected the Equipment and agrees that all items of Equipment are of a size, design, capacity and manufacture selected by it, and it is satisfied that the same are suitable for COUNTY's purposes.

(b) COUNTY agrees that CONTRACTOR shall not be liable to COUNTY for any claim, loss, or damage, incidental, special, consequential, or otherwise, including without limitation, loss of profit, loss of business, or other financial loss, which may be caused by the negligent use of the Equipment by COUNTY or by any incident in connection therewith arising in strict liability negligence, contract, tort, or otherwise arising out of the Equipment or its use or this Agreement. Regardless of any such claim, loss, damage, or expense, COUNTY agrees that it will continue to pay such monthly rental charges and other sums as may come due under any lease order during the term thereof.

**SECTION 8. QUIET POSSESSION AND ENJOYMENT.** CONTRACTOR covenants that so long as COUNTY is not in default hereunder, neither CONTRACTOR nor any assignee will disturb COUNTY's quiet possession and enjoyment of the Equipment subject to and in accordance with the provisions of this Agreement.

**SECTION 9. DAMAGE, DESTRUCTION OR LOSS.**

(a) From and after acceptance of any Equipment to COUNTY's premises, COUNTY shall be responsible for and hereby assumes the entire risk of loss, theft, damage, or destruction with respect to all or any part of the Equipment, unless caused solely by the misconduct

or negligence of CONTRACTOR. Except as otherwise expressly provided herein no such occurrence shall relieve COUNTY of its obligations hereunder.

(b) In the event any Equipment is damaged after acceptance, COUNTY shall promptly notify CONTRACTOR. If such damaged Equipment can be repaired and rendered in as good repair, condition, and working order as before the damage and the damage is not covered under warranties, COUNTY shall promptly effect the same at its own cost and expense.

(c) If COUNTY fails to repair the damaged Equipment within thirty (30) days of the date the damage occurred or if any Equipment shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the maintenance organization, is rendered permanently unusable  or not economically repairable for reasons other than obsolescence (any such occurrence hereinafter referred to as "Event of Loss"), COUNTY shall immediately notify CONTRACTOR of such Event of Loss, and at its sole expense, promptly replace the affected Equipment with a like or better unit which is in good repair, working order, and condition and otherwise acceptable to CONTRACTOR, with said replacement Equipment having a fair market value at least equal to that of the replaced Equipment prior to its being so affected. Any such replacement unit shall be conveyed to CONTRACTOR by COUNTY free and clear of any liens, claims, or other encumbrances, at no cost to CONTRACTOR. For the purpose of this Agreement, such replacement unit shall be deemed to be the Equipment which it replaced and thereafter shall be subject to the terms of this Agreement.

**SECTION 10. PAYMENTS.**

(a) COUNTY agrees to pay CONTRACTOR, within thirty (30) days of receipt of a valid invoice, the payments for each piece of Equipment based upon the rates established in Exhibit B and compensation for technical contracting services at the rates as shown in Exhibit C. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted for these services and products. Each payment shall consist of a principal component and an interest component as set forth in Exhibit B. If at any time the interest component is less than the stated interest rate in Exhibit B, CONTRACTOR will pass the more favorable interest rate to COUNTY, but will not exceed the Exhibit B rate.

(b) Payment shall start on the date of acceptance of the Equipment and remain fixed and constant as to the Equipment during the period this Agreement is in effect specifically including renewal periods.

(c) If any payment is not made by COUNTY when due, CONTRACTOR shall be entitled to such remedies as are stipulated in Chapter 218, Part VII, Florida Statutes (the Florida Prompt Payment Act) and Seminole County Administrative Code, Section 22.15, "Prompt Payment Procedures", in addition to any remedies provided herein.

(d) This Agreement is intended by the parties to be a comprehensive Agreement and no costs of any kind whatsoever, except as specifically set forth in this Agreement, shall be due to CONTRACTOR or required from COUNTY for any reason whatsoever.

(e) Payments will come from sources other than ad valorem

taxes.

**SECTION 11. LIABILITY.** No provision in this Agreement is intended or shall be construed as a waiver of COUNTY's sovereign immunity as granted and limited under the provisions of Florida law. In addition to the provisions under this Agreement, Exhibits, and subsequently added Exhibits, COUNTY will assume responsibility for repairs resulting from operator neglect, negligence, or abuse or from COUNTY's failure to perform as set forth in this Agreement, subject to the limitations as set forth in Section 768.28, Florida Statutes.

**SECTION 12. INSURANCE.**

(a) General. At its own cost, CONTRACTOR shall procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized  representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate and at the option of COUNTY, CONTRACTOR shall submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval  by COUNTY nor its failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies

authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following

minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers'  Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00



(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR or its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

### **SECTION 13. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's

convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon issuance of such notice, COUNTY shall:

(1) immediately discontinue use of all Equipment provided by CONTRACTOR; and

(2) make available to CONTRACTOR all Equipment affected by this Lease for return to CONTRACTOR.

(b) Upon termination CONTRACTOR shall be paid lease fees for Equipment up to the date of termination.

(c) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 14. EMPLOYEE STATUS/INDEPENDENT CONTRACTOR.**

(a) Persons employed by  CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) CONTRACTOR assumes total responsibility for salaries; employment benefits; and federal, state, and local employment taxes, if any, attributable to CONTRACTOR's personnel and agrees to indemnify and hold COUNTY harmless from any responsibility for same.

(c) CONTRACTOR's relationship with COUNTY shall be that of Independent Contractor pursuant to the terms and conditions of this Agreement.

(d) CONTRACTOR agrees to provide all statutorily required

workers' compensation insurance for workers providing services under this Agreement and shall defend, indemnify, and hold harmless COUNTY from any losses, costs, damages, claims, actions (including attorneys' fees) on any liability for any injury or disease incurred by such CONTRACTOR workers.

**SECTION 15. NON-APPROPRIATION OF FUNDS.** If COUNTY has not allotted funds to continue leasing the Equipment for the next fiscal year, then COUNTY may terminate this Agreement at the end of the then current fiscal year. In the sole event of non-appropriation, COUNTY will not be obligated to make payments beyond the end of the then current fiscal year. At its sole expense, COUNTY will be obligated to return the Equipment to CONTRACTOR within ten (10) days of the date of termination. In the event of non-appropriation, COUNTY will furnish to CONTRACTOR upon request an  opinion of COUNTY's counsel which explains the basis of the non-appropriation, together with appropriate documentation evidencing the non-appropriation.

**SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**SECTION 17. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that

it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will provide that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national original, or disability. This 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.

**SECTION 18. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY's obligations under Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Florida Statutes and that said statutes control over the terms of this Agreement. CONTRACTOR agrees to cooperate in providing any records requested in the event of such a request.

**SECTION 19. GOVERNING LAW/VENUE.** This Agreement has been executed and delivered by CONTRACTOR in the State of Florida and shall be governed by the Laws of the State of Florida except for local filing or recording requirements in any other state or jurisdiction. CONTRACTOR consents to venue of any action by either COUNTY or CONTRACTOR to be in the Judicial Circuit in and for Seminole County, Florida (as to State actions) and in the United States District Court, Middle District of Florida (as to Federal actions).

**SECTION 20. EQUIPMENT RETURN.** At the end of its lease term, each piece of Equipment will be inspected and reclaimed by CONTRACTOR

at the Equipment installation location in Sanford, Seminole County, Florida, unless COUNTY has chosen to exercise its option to purchase said Equipment or renew the lease pursuant to Section 3(f) of this Agreement.

**SECTION 21. NOTICES; SIGNATURE AUTHORIZATION.**

(a) Unless otherwise specifically provided for herein, notices will be in writing and mailed certified mail, return receipt requested, to the parties at the following addresses:

**For COUNTY:**

Business Innovation & Technology Services Director  
County Services Building, Second Floor, #2180  
1101 E. First St.  
Sanford, FL 32771

**and:**

Purchasing Director  
County Services Building, #3208   
1101 E. First Street  
Sanford, FL 32771

**For CONTRACTOR:**

Executive Source, Inc. d/b/a  
ESQ IT Solutions  
1013 Montana Street  
Orlando, Florida 32803

**SECTION 22. ASSIGNMENT.** COUNTY may not sell, pledge, transfer, assign, or sublease the Equipment or this Agreement or any Exhibit attached hereto. CONTRACTOR may sell, assign, or transfer all or any part of this Agreement and/or the Equipment. The new owner will have the same rights that CONTRACTOR has, but COUNTY agrees it will not assert against the new owner any claims, defenses, or set-offs that it may have against CONTRACTOR or any supplier.

**SECTION 23. SEVERABILITY OF INVALID PROVISION.** If any one or more of the covenants or provisions of this Agreement shall be held to

be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

**SECTION 24. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and in the completed and executed Schedules attached hereto and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing in a document of equal dignity herewith.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

EXECUTIVE SOURCE, INC. d/b/a  
ESQ IT SOLUTIONS

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

[CORPORATE SEAL]

Date: \_\_\_\_\_

*(County Signature Page Follows)*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A - Scope of Services and Service Level Agreement
- Exhibit B - Equipment and Financial Rates
- Exhibit C - Technical Contract  Services Description and Rates

AEC:jjr:sjs  
8/13/07, 11/26/07  
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-600244-07-ESQ IT Solutions.doc

## *Exhibit "A"*

### **Purpose:**

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between ESQ and Seminole County Government to deliver specific support services, at specific levels of support, in an agreed-upon timeframe. This document is intended to provide details of the provision of support services to Seminole County Government. This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new equipment and/or services into the support portfolio provided to Seminole County Government.

### **Scope:**

This agreement defines the service level standards agreed upon by Seminole County Bits and ESQ and covers the online order entry system, the timely imaging and shipping of lease orders, the receipt, inventory, scheduling and timely installation to the desktop and acceptance of all lease orders. This also includes removal and disposition of end of lease HP equipment through lease buyback or return to ESQ and the warranty and repair of all lease equipment covered under the associated leasing contract. End of Lease Gateway equipment procedures fall under the provisions of the extended contract with the previous IT partner. ESQ will remove equipment and deliver to the 302 Bush location and contact the correct representatives to ensure proper disposition occurs.

### **Services provided by ESQ under this agreement**

Initial hardware consultation, quoting and standardization of County lease program.

Delivery of County lease orders within 12 Business days of order placement.

Installation of County provided image, additional software and deployment of hardware to the user's desktop within 10 business days of receipt.

Maintain an onsite stock of spare PC's and equipment to replace exiting defective or out of service devices until warranty repair or replacement can be accomplished.

Facilitate onsite next day warranty service for all installed lease equipment related to this contract.

Maintain a stock of common failure items to provide next day in house warranty support on all lease equipment.

Responsible for equipment inventory and lease tracking reports.

Responsible for monitoring and reporting failure and warranty tracking.

Incident and/or issue tracking.

Facilitate the employee buyback program for HP end of lease equipment.

**Limitations:**

Lease order size – lease orders of less than 100 pieces shall be deployed in ten business days from onsite delivery. Lease order deliveries of more than 100 pieces shall be determined by mutual agreement between the County and ESQ as to the length of time and resources utilized for installation.

**Service Level Objectives:**

ESQ will provide initial hardware consultation, quoting and online acceptance of County lease orders.

- a. ESQ will advise Seminole County upon receipt of lease order.
- b. ESQ will work with Seminole County on developing initial model images.
- c. ESQ will image and ship the lease order to arrive on site at 302 Bush no more than 12 Business days from the placement of the order.
- d. ESQ will identify to Seminole County, within 7 days of lease order placement, of any manufacturer delays identified to them that would effect the 12 business day delivery cycle of the given lease order due to unavailability of the quantity or model of equipment.
- e. In this circumstance, ESQ must provide Seminole County a list of options available, i. e. suitable equipment substitutions available, partial order shipment, current lease extension, etc. Seminole County will select the course of action and work with ESQ on the revised plan.
- f. ESQ will advise Seminole County in advance on any model changes to ensure new images are created well in advance of new model shipping dates.

ESQ will deploy lease hardware to the user's desktop within 10 business days of receipt at 302 Bush

- a. ESQ will be responsible to install additional software and schedule installs with Seminole County users.
- b. In the event a user is unavailable for an extended period of time ESQ will escalate to TNT manager for resolution..
- c. ESQ will be responsible for delivery of lease equipment from 302 Bush to users desktop.
- d. Seminole County will accept a lease order after the last piece of equipment has been successfully deployed and tested.
- e. If a lease order acceptance is delayed over thirty days due to a County resource or situation not allowing the deployment of lease equipment the County will accept the lease order and keep the equipment at 302 Bush until it can be deployed by ESQ.
- f. If a lease order acceptance is delayed over thirty days due to manpower or scheduling issues caused by ESQ the County will not accept the lease order. Once the last piece of the lease order is deployed by ESQ the County will accept and the warranty period will begin.

Facilitate onsite next day warranty service for all installed lease equipment related to this contract.

- a. ESQ must provide next business day warranty support on all equipment covered under this agreement.
- b. ESQ will maintain a stock of common failure items to provide next day in house warranty support on all lease equipment.
- c. ESQ must provide a loaner PC's or Laptop to the user if the initial call was placed before 2PM EST and warranty services or repair extend past noon on next day service calls.
- d. If the initial service call was placed after 2PM then ESQ must provide a loaner PC's or Laptop to the user if warranty services or repair extend past Close of Business (5 PM EST) on next day service calls.
- e. ESQ will maintain a stock of loaner PC's (one spare per 100 pc's and/or laptops, not to exceed 17) and have these preloaded with a standard image to facilitate quick replacement of defective lease equipment. This stock level must be constantly monitored and not allowed to fall below the 50% availability level. Seminole County must be immediately notified in writing once this 50% level is exceeded and the situation will be closely monitored until the levels can be brought back up or otherwise adjusted.
- f. ESQ will be responsible for tracking all warranty issues including tracking of spares and ensuring repaired equipment is returned to its original deployed location to ensure continuity of lease orders. In the event equipment is replaced due to a warranty repair issue ESQ will be responsible to notify the lease company of the serial number changes.

ESQ will be responsible for tracking of the following

- a. ESQ is responsible for maintaining the equipment inventory and lease tracking reports of all equipment covered under this agreement.
- b. ESQ is responsible for monitoring and reporting failure and warranty tracking of all equipment covered under this agreement.
- c. ESQ is responsible for incident and /or issue tracking for the specific models of equipment covered under this agreement. They will advise Seminole County in writing of any trends discovered with any equipment covered under this agreement.

**Service Level Indicators:**

- a. ESQ will image and ship the lease order to arrive on site at 302 Bush no more than 12 business days from the placement of the order.
- b. ESQ will deploy lease hardware to the user's desktop within 10 business days of receipt at 302 Bush.
- c. ESQ will maintain a stock of loaner PC's (one spare per 100 pc's and/or laptops, not to exceed 17) and have these preloaded with a standard image to facilitate quick replacement of defective lease equipment. This stock level must be constantly monitored and not allowed to fall below the 50% availability level. Seminole County must be immediately notified in writing once this 50% level is exceeded and the situation will be closely monitored until the levels can be brought back up or otherwise adjusted.

- d. ESQ must provide next business day warranty support on all equipment covered under this agreement.
- e. ESQ must provide a loaner PC's or Laptop to the user if the initial call was placed before 2PM EST and warranty services or repair extend past noon on next day service calls.
- f. If the initial service call was placed after 2PM then ESQ must provide a loaner PC's or Laptop to the user if warranty services or repair extend past Close of Business (5 PM EST) on next day service calls.

**Non-Performance:**

Failure by ESQ to meet any of the Service level indicators above will result in a penalty of \$100 imposed per incident per day until the requirements are met.

Additionally ESQ's CEO and onsite program manager will be required to attend a meeting at Seminole County within 48 hours of the determination of the non-performance condition. They will provide an explanation to Seminole County of the existing condition and provide a proposed resolution of the issues.

**Reporting:**

ESQ will provide weekly equipment inventory and lease tracking reports of all equipment covered under this agreement.

ESQ will provide weekly equipment failure and warranty tracking of all equipment covered under this agreement.

ESQ will provide weekly equipment incident and /or issue tracking for the specific models of equipment covered under this agreement. They will advise Seminole County in writing of any trends discovered with any equipment covered under this agreement.

ESQ will provide weekly reports on the status of all loaner equipment and notify the County in writing if the loaner supply level falls below 50 %.

ESQ will provide a weekly schedule to the TNT manager on Friday. This schedule will include all installs and lease order acceptance, deliveries, and warranty repairs scheduled for the following week

**Reviews:**

Seminole County will host a quarterly meeting with ESQ to discuss this SLA and discuss recommended adjustments. Seminole County Government and ESQ should work together on changes and jointly draft up the amendment for approval.

**Revisions:**

Any changes to this Service Level Agreement will require the approval of Seminole County Government and ESQ management. Changes to this agreement will take place through an amendment which will be attached to the original SLA and annotated as amendment number one, two and so on, and the date the amendment was approved.



## Price Proposal - Residual Value and Lease Factor

	36	Standard Color Printer	3%	0.03096	0.09221
	36	Standard Plotter	3%	0.03096	0.09221
	36	Standard B&W Multifunction Printer	3%	0.03096	0.09221
	36	Standard Color Multifunction Printer	3%	0.03096	0.09221
	36	Miscellaneous Printer	3%	0.03096	0.09221
	36	Standard B&W Scanner	3%	0.03096	0.09221
	36	Standard Color Scanner	3%	0.03096	0.09221
	36	Standard Server	3%	0.03096	0.09221
	36	Standard SAN	3%	0.03096	0.09221
	36	Miscellaneous Server	3%	0.03096	0.09221
	36	Tape Back-up Solution	3%	0.03096	0.09221
	36	Miscellaneous Network Equipment	3%	0.03096	0.09221
	36	Firewall Appliance	3%	0.03096	0.09221
	36	DVD Duplicator	3%	0.03096	0.09221
	48	Standard Desktop Computer	2%	0.02431	0.07239
	48	Mid-Level Desktop Computer	2%	0.02431	0.07239
	48	High-Level Desktop Computer	2%	0.02431	0.07239
	48	Standard Laptop Computer	2%	0.02431	0.07239
	48	Mid-Level Laptop Computer	2%	0.02431	0.07239
	48	Toshiba Laptop Computer	2%	0.02431	0.07239
	48	Panasonic Laptop Computer	2%	0.02431	0.07239
	48	Miscellaneous Monitor	2%	0.02431	0.07239
	48	Projector	2%	0.02431	0.07239
	48	Apple Computer	2%	0.02431	0.07239
	48	Standard Black and White Printer	2%	0.02431	0.07239
	48	Standard Color Printer	2%	0.02431	0.07239
	48	Standard Plotter	2%	0.02431	0.07239
	48	Standard B&W Multifunction Printer	2%	0.02431	0.07239
	48	Standard Color Multifunction Printer	2%	0.02431	0.07239
	48	Miscellaneous Printer	2%	0.02431	0.07239
	48	Standard B&W Scanner	2%	0.02431	0.07239
	48	Standard Color Scanner	2%	0.02431	0.07239
	48	Standard Server	2%	0.02431	0.07239
	48	Standard SAN	2%	0.02431	0.07239
	48	Miscellaneous Server	2%	0.02431	0.07239
	48	Tape Back-up Solution	2%	0.02431	0.07239
	48	Miscellaneous Network Equipment	2%	0.02431	0.07239
	48	Firewall Appliance	2%	0.02431	0.07239
	48	DVD Duplicator	2%	0.02431	0.07239
	60	Standard Desktop Computer	1%	0.02031	0.06043
	60	Mid-Level Desktop Computer	1%	0.02031	0.06043
	60	High-Level Desktop Computer	1%	0.02031	0.06043
	60	Standard Laptop Computer	1%	0.02031	0.06043
	60	Mid-Level Laptop Computer	1%	0.02031	0.06043
	60	Toshiba Laptop Computer	1%	0.02031	0.06043
	60	Panasonic Laptop Computer	1%	0.02031	0.06043

Price Proposal - Residual Value and Lease Factor

60	Miscellaneous Monitor	1%	0.02031	0.06043
60	Projector	1%	0.02031	0.06043
60	Apple Computer	1%	0.02031	0.06043
60	Standard Black and White Printer	1%	0.02031	0.06043
60	Standard Color Printer	1%	0.02031	0.06043
60	Standard Plotter	1%	0.02031	0.06043
60	Standard B&W Multifunction Printer	1%	0.02031	0.06043
60	Standard Color Multifunction Printer	1%	0.02031	0.06043
60	Miscellaneous Printer	1%	0.02031	0.06043
60	Standard B&W Scanner	1%	0.02031	0.06043
60	Standard Color Scanner	1%	0.02031	0.06043
60	Standard Server	1%	0.02031	0.06043
60	Standard SAN	1%	0.02031	0.06043
60	Miscellaneous Server	1%	0.02031	0.06043
60	Tape Back-up Solution	1%	0.02031	0.06043
60	Miscellaneous Network Equipment	1%	0.02031	0.06043
60	Firewall Appliance	1%	0.02031	0.06043
60	DVD Duplicator	1%	0.02031	0.06043
72	Mainframe Server	1%	0.0177	0.05264

Please note under lease proposal Seminole County pays no Property Taxes.

**Hooper, Ray**

---

**From:** Gordon, Thomas [Tom.Gordon@NC-4.com]  
**Sent:** Tuesday, November 20, 2007 2:23 PM  
**To:** Hooper, Ray  
**Subject:** leasing

Hello Ray,

We will use the same residuals and lease rate factors with ESQ as we originally offered through Pomeroy.

The following indexing language will be added to our agreement:

***Indexing:*** This is a fixed rate lease. At the beginning of each calendar quarter, the Lease Rate Factor will be indexed to the 3-year Interest Rate Swap as of 11/16/09 as quoted in the Federal Reserve Statistical Release, H.15. The Lease Rate Factor in this proposal may be adjusted at the time of funding. Rent payments shall then be fixed for the Lease Term. For each two point change in the index rate, the Lease Rate Factor will be adjusted .001%.

A new Master Lease Agreement will be sent to you upon your Board's approval to document our working with ESQ.

Thank you. We look forward to continuing to work with you.

---

Tom Gordon  
407-788-8225

11/26/2007

**Hooper, Ray**

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**From:** Gordon, Thomas [Tom.Gordon@NC-4.com]  
**Sent:** Friday, November 23, 2007 11:50 AM  
**To:** Hooper, Ray  
**Subject:** link

Hi Ray -

Here is the link for the H.15 we discussed:

<http://www.federalreserve.gov/releases/h15/current/>

I hope you and yours are having a wonderful Thanksgiving weekend.

---

Tom Gordon  
407-788-8225

11/26/2007

Vendor:	ESQ IT Solutions		LOTS FOR NEW LEASED EQUIPMENT									
Date:	24-Sep-07											
Lot A	LEASE OF NEW COMPUTERS AND LAPTOPS											
Applicants must indicate discount associated with the maintenance of the equipment												
Applicants may propose to the County all Lots, Partial Lots or Combination of Lots												
Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate	
Example	MFG: ABC CO. - Model 123	50	EA	State Contract	10%							
A-1	Price to Lease Standard Desktop Computer			Internet List Price								
	MFG:Hewlett Packard	1000	EA	\$1,257.00	48.69% (Desktop/Monitor)	\$72.00	\$50.00	\$99.00				
	MODEL:HP dc7800 Small Form Factor with 17" LCD Monitor			ILP Price		Next Business Day On-site 4 hr response	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor				
	Options:											
	56K Modem			28.00	42.85%							
	Additional 512MB Memory			57.00	45.61%							
	Additional 1GB Memory			96.00	32.29%							
	Additional 2GB Memory			261.00	40.61%							
	Additional 80GB Hard Drive			86.00	36.04%							
	Additional 160GB Hard Drive			106.00	38.67%							
	Additional 250GB Hard Drive			154.00	44.80%							
	48X SATA Combo CD-RW			96.00	47.91%							
	22" Flat Panel Monitor			276.00	9.78%							
	Factory Image Load			20.00	50%							
A-2	Price to Lease Mid-Level Desktop Computer			Internet List Price								
	MFG:Hewlett Packard	150	EA	\$1,671.00	45.66% (Desktop/Monitor)	\$72.00	\$50.00	\$99.00				
	MODEL:HP dc7800 Small Form Factor with 19" Monitor			ILP Price		Next Business Day On-site 4 hr response	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor				
	Options:											
	56K Modem			28.00	42.85%							
	Additional 512MB Memory			57.00	45.61%							
	Additional 1GB Memory			96.00	32.29%							
	Additional 2GB Memory			261.00	40.61%							
	Additional 80GB Hard Drive			86.00	36.04%							
	Additional 160GB Hard Drive			106.00	38.67%							
	Additional 250GB Hard Drive			154.00	44.80%							
	48X SATA Combo CD-RW			96.00	47.91%							
	17" Flat Panel Monitor			222.00	25.67%							
	Factory Image Load			20.00	50%							
A-3	Price to Lease High-Level Desktop Computer			Internet List Price								
	MFG:Hewlett Packard	100	EA	\$2,016.00	45.53%	\$72.00	\$50.00	\$99.00				
	MODEL:HP dc7800 Convertible Minitower with 22" Monitor			ILP Price		Next Business Day On-site 4 hr response	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor				
	Options:											
	56K Modem			28.00	42.85%							
	Additional 512MB Memory			57.00	45.61%							
	Additional 1GB Memory			96.00	32.29%							
	Additional 2GB Memory			261.00	40.61%							
	Additional 80GB Hard Drive			86.00	36.04%							
	Additional 160GB Hard Drive			106.00	38.67%							
	Additional 250GB Hard Drive			154.00	44.80%							
	48X SATA Combo CD-RW			96.00	47.91%							
	17" Flat Panel Monitor			222.00	25.67%							
	Factory Image Load			20.00	50%							





Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	HP CarePack Discount off MSRP	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate
Vendor: ESC IT Solutions Date: 24-Sep-07 Lot B LEASE OF NEW PRINTERS, SCANNERS, PROJECTORS & PLOTTERS Applicants must indicate discount associated with the maintenance of the equipment Applicants may propose to the County all Lots, Partial Lots or Combination of Lots								
B-1	Price to Lease Standard B&W Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox MFG: KIP Model: Various	150	EA	HP 9050dn HP 4250n HP 4350dlx HP Price List	32%	10%		
B-2	Price to Lease Standard Color Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox MFG: KIP	25	EA	HP 5550 dtn HP 2600n HP 4700i HP Price List	31%	10%		
B-3	Price to Lease Standard Plotter(s) MFG: Hewlett Packard	15	EA	HP 26100 HP T110 HPT1100bs HP List Price	30%	10%		
B-4	Price to Lease Standard B&W Multifunction Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox	10	EA	HP M5035xs HP List Price	32%	10%		
B-5	Price to Lease Standard Color Multifunction Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox	10	EA		32%	10%		
B-6	Price to Lease of Miscellaneous Printers MFG: Pantex Model: Various MFG: Genicom Model: Various MFG: Epson Model: Various	1	EA					
B-7	Price to Lease Standard B&W/Color Scanner (s) MFG: Fujitsu MFG: Viar MFG: Contex MFG: Hewlett Packard MFG: OCE MFG: KIP	30	EA	HP 7560 HP 8270 1700c 1710c 1810p				
B-8	Price to Lease Projectors MFG: Epson Model: Various MFG: NEC Model: Various	10	EA	Poverite 1700c 1710c 1810p MSRP VT595 MSRP	18%	30%		

Lot #	Description	Quantity	Units	Source of Published List Price	Discount % of Published List Price	HP CasePack Discount off of MSRP	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
C-1	Price to Lease Standard Server MFG: Hewlett Packard	100	EA	state of florida contract	10%	10%			
	Model: Various								
C-2	Price to Lease Standard SAN MFG: Hewlett Packard	2	EA	state of florida contract	10%	10%			
	MFG: Hitachi		EA						
	MFG: EMC		EA						
C-3	Model: Various Price to Lease Miscellaneous Server MFG: Sun	1	EA	state of florida contract	10%	10%			
	Model: Various								
C-4	Price to Lease Mainframe Server MFG: IBM	1	EA	state of florida contract	10%	10%			
	Model: Various								
C-5	Price to Lease Tape Back up solutions MFG: Hewlett Packard	8	EA	state of florida contract	10%	10%			
	MFG: Quantum								
	Model: Various								

Price Proposal - Lot D - Routers, Switches, Netw

Vendor:	ESQ IT Solutions												
Date:	24-Sep-07												
Lot D	LEASE OF NEW MISCELLANEOUS ROUTERS, SWITCHES AND MISCELLANEOUS NETWORK												
	Applicants must indicate discount associated with the maintenance of the equipment												
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots												
Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	Smartnet Support - % off MSRP					3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
D-1	Price to Lease Miscellaneous Routers, Switches, Network Equipment, Wireless												
	MFG: Cisco	225	EA	MSRP	33%	15%							
	Model: Various												

Price Proposal - Lot E - Firewall Appliances

Vendor:	ESQ IT Solutions											
Date:	24-Sep-07											
Lot E	LEASE OF NEW FIREWALL APPLIANCES											
	Applicants must indicate discount associated with the maintenance of the equipment											
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots											
Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate	
E-1	Discount offered on the Lease of Firewall Appliance											
	MFG: <u>Nokia</u>	6	EA	MSRP	30%							
	MFG: <u>Checkpoint</u>	6	EA	MSRP	30%							
	Model: <u>Various</u>											

Price Proposal - Lot F - Misc. Equipment

Vendor:	ESQ IT Solutions													
Date:	24-Sep-07													
Lot F	LEASE OF NEW MISCELLANEOUS EQUIPMENT													
	Applicants must indicate discount associated with the maintenance of the equipment													
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots													
	Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	Monthly Unit Lease Price	Total Monthly Lease Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
	F-1	Price to Lease DVD Duplicator												
		MFG: Primera Technology	2	EA	MSRP:	10%								
		Model: Various												
		Model: Various												

Exhibit "C"

RFP600007-06-BJC

Price Proposal - Lot G - Staffing Services

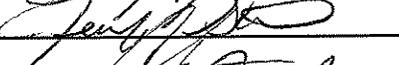
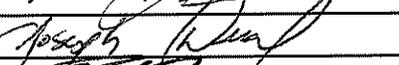
<b>Vendor:</b>	ESQ IT Solutions								
<b>Date:</b>	24-Sep-07								
<b>Lot G</b>	<b>COSTS FOR TECHNICAL CONTRACT STAFFING SERVICES</b>								
	Applicants must indicate discount associated with the maintenance of the equipment								
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots								
	<b>Lot #</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Hourly Rate</b>	<b>Weekly Cost</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>	
	G-1	Technical staffing hourly rate/person	4	EA	\$38.00/\$55.00				
	G-2	Weekly rate based on 40 Hours/person	4	EA	NA				
	G-3	Monthly rate based on 160 hours/person	4	EA	\$38.00				

**RFP Evaluation/Consensus Score for Lease/Purchase of Computer Equipment**  
**RFP-600244-07/GGM**

	ESQ IT Solutions	Prosys	Pomeroy						
Highly Acceptable (3)	8								
Acceptable (2)		5	6						
Marginal (1)		2	2						
Unsatisfactory (0)		1							
<b>Total Score</b>	<b>24</b>	<b>12</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Evaluators:**

- John Taylor, Operations Division Manager/BITS Department
- Paula Irby, Financial Manager/BITS Department
- Lucie Poynter, Project Manager II, BITS Department
- Clint Patterson, Technology Engineer, BITS Department
- Jennifer Stevens, Customer Support Desk Tech, BITS Department
- Chris Giles, Technology Network Team Mgr, BITS Department
- Joseph Dual, Network Technician, BITS Department
- Robert Beach, Director, BITS Department

  
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02/10/11

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

ROBERT BEACH

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

HIGHLY ACCEPTABLE

I FELT THEY REALLY UNDERSTOOD OUR NEEDS. THEIR PAST EXPERIENCES WITH OTHER GOV. AGENCIES WAS APPARENT.

Criteria: Proposed repair and warranty support

HIGHLY ACCEPTABLE

THEY WERE THE ONLY ONES TO INCLUDE 2 STAFF MEMBERS ONSITE IN THEIR BASE PROPOSAL

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

HIGHLY ACCEPTABLE

THEIR EXPERIENCE WITH LARGE IMPLEMENTATIONS WAS VERY APPARENT. THEY REALLY SEEMED WELL VERSED IN OUR NEEDS.

**Overall Rating:**

Highly Acceptable

Acceptable

Marginal

Unsatisfactory

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

ROBERT BEACH

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

ACCEPTABLE

Criteria: Proposed repair and warranty support

ACCEPTABLE

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

ACCEPTABLE

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable (✓)

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

ROBERT BEACH

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

ACCEPTABLE

Criteria: Proposed repair and warranty support UNSATISFACTORY

~~THEY~~ THEY DID NOT APPEAR TO UNDERSTAND THE RFP OR OUR LEVEL OF EXPECTATION FOR REPAIR + WARRANTY SUPPORT.

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

UNSATISFACTORY. I DIDN'T FEEL THEY COMPLETELY UNDERSTOOD THE SCOPE OF THE RFP

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable ( )

Unsatisfactory (✓)

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

JOE DUAL

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

7M + TECH INCLUDED  
EBB EDL INCLUDED

Criteria: Proposed repair and warranty support

SPARES / PARTS LOCATED @ ORLANDO FACILITY  
24x7 HELP DESK  
30+ TECHNICIANS w/ VEHICLE

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

DETAILED UNDERSTANDING + PLAN

**Overall Rating:**

Highly Acceptable (✓)  
Marginal ( )

Acceptable ( )  
Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** Pomeroy IT Solutions

**EVALUATION COMMITTEE MEMBER:**

JOE DUAL

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

Ø - PERSONS ON-SITE W/ BASE CONTRACT

Criteria: Proposed repair and warranty support

HP SUPPORT DIRECT W/ HP OR THROUGH POMEROY  
W/ MAINTOWER (LTC)

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

GOOD UNDERSTANDING

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable (✓)

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

JOE DUAL

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

4 PERSONS w/ BASE CONTRACT

Criteria: Proposed repair and warranty support

DIRECT w/ HP UNLESS LOT 6 OPTION

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

SPOTTY

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable (✓)

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** ESQ IT Solutions

**EVALUATION COMMITTEE MEMBER:**

Paula Tracy

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria: Proposed Cost**

Highly Acceptable  
Value added list in Base proposal  
2 techs in base proposal  
Lot G & flexible but accordance w/ # of  
Cisco pricing needs to be Readdressed with staff needed

**Criteria: Proposed equipment and/or services**

Acceptable

**Criteria: Proposed repair and warranty support**

Highly Acceptable - huge  
history of installs w/ surrounding  
govt entities. Good reference

**Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement**

Highly Acceptable. Providing PM + Tech  
outside of Lot G

**Overall Rating:**

Highly Acceptable (✓)

Marginal ( )

Acceptable ( )

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** Pomeroy IT Solutions

**EVALUATION COMMITTEE MEMBER:**

Paula Irby

**Describe strengths, weaknesses and deficiencies to support your  
assessment.**

**Criteria: Proposed Cost**

Acceptable

**Criteria: Proposed equipment and/or services**

Acceptable

**Criteria: Proposed repair and warranty support**

Marginal

**Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement**

Acceptable

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable (✓)

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

Paula Fry

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

Have to go thru HP (not Prosys) <sup>Unsatisfactory</sup>

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

Marginal

**Overall Rating:**

Highly Acceptable ( )  
Marginal (✓)

Acceptable ( )  
Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

Chris Giles

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Highly Acceptable → On site Project Manager and Technician  
as part of Base pricing.  
Disaster Recovery group to aide in Redundancy.  
Customized Web Portal

Criteria: Proposed repair and warranty support

Highly Acceptable → On site techs and Proj Mgr. provided  
spares for repair, and SLA'S.

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

Highly Acceptable → They answered questions and scenarios  
with detail, experience and confidence.

**Overall Rating:**

Highly Acceptable (✓)

Marginal ( )

Acceptable ( )

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

Chris Giles

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

Unsatisfactory → Based off current performance and projected support standards.

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

Acceptable

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable ( )

Unsatisfactory ( )

(✓)

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

Chris Giles

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

Unsatisfactory → All Staffing is A LA Carte, and they  
seemed to be un-familiar and un-experienced  
with our needs.

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

Unsatisfactory → Did not seem to be understanding  
of our scope of work.

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable ( )

Unsatisfactory (✓)

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** ESQ IT Solutions

**EVALUATION COMMITTEE MEMBER:**

Clint Patterson

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria: Proposed Cost**

Acceptable  
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\_\_\_\_\_  
\_\_\_\_\_

**Criteria: Proposed equipment and/or services**

Acceptable  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Criteria: Proposed repair and warranty support**

Highly Acceptable - Project manager & Support technician onsite in  
near proposal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement**

Highly Acceptable - Customer Service DRIVEN, Flexible in process  
\_\_\_\_\_  
\_\_\_\_\_

**Overall Rating:**

Highly Acceptable (X)  
Marginal ( )

Acceptable ( )  
Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** Pomeroy IT Solutions

**EVALUATION COMMITTEE MEMBER:**

Clint Pattison

**Describe strengths, weaknesses and deficiencies to support your  
assessment.**

**Criteria: Proposed Cost**

Acceptable  
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\_\_\_\_\_  
\_\_\_\_\_

**Criteria: Proposed equipment and/or services**

Acceptable  
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\_\_\_\_\_  
\_\_\_\_\_

**Criteria: Proposed repair and warranty support**

Acceptable  
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\_\_\_\_\_  
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**Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement**

Highly Acceptable - understands the operation completely  
\_\_\_\_\_  
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**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable ( )

Unsatisfactory ( )

( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

Clint Patterson

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Acceptable

Criteria: Proposed repair and warranty support

Marginal - would not fully meet our needs

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

Marginal

**Overall Rating:**

Highly Acceptable ( )

Marginal (X)

Acceptable ( )

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** ESQ IT Solutions

**EVALUATION COMMITTEE MEMBER:**

LUCIE POYNTER

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria: Proposed Cost**

ACCEPTABLE

**Criteria: Proposed equipment and/or services**

HIGHLY ACCEPTABLE  
(2) ON-SITE EMPLOYEES - (1) PM (1) DEDICATED TECHNICIAN  
LOCAL ON-SITE SPARES  
EBB PROCESS NO EXTRA COST

**Criteria: Proposed repair and warranty support**

HIGHLY ACCEPTABLE  
LOCAL ON-SITE SPARES  
ON-SITE TECHNICIAN FOR WARRANTY SUPPORT  
ON-SITE PROJECT MANAGER - GOOD REFERENCE

**Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement**

ACCEPTABLE - CUSTOMIZED WEB-PORTAL  
WORK WITH MANUFACTURER ON TRACKING ORDERS VIA WEB SITE

**Overall Rating:**

Highly Acceptable  
Marginal

Acceptable  
Unsatisfactory

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** Pomeroy IT Solutions

**EVALUATION COMMITTEE MEMBER:**

LUCIE POYNTER

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

ACCEPTABLE

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Criteria: Proposed equipment and/or services

ACCEPTABLE

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Criteria: Proposed repair and warranty support

MARGINAL

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Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

ACCEPTABLE

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**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable

Unsatisfactory

(X)

( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

LUCIE POYNTER

**Describe strengths, weaknesses and deficiencies to support your  
assessment.**

Criteria: Proposed Cost

ACCEPTABLE

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Criteria: Proposed equipment and/or services

MARGINAL

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Criteria: Proposed repair and warranty support

MARGINAL

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Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

MARGINAL

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**Overall Rating:**

Highly Acceptable ( )

Marginal (X)

Acceptable ( )

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** ESQ IT Solutions

**EVALUATION COMMITTEE MEMBER:**

Jennifer Stevens

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria: Proposed Cost**

acceptable

**Criteria: Proposed equipment and/or services**

Highly acceptable - giving 2 technicians in their base RFP @ no cost to County.

**Criteria: Proposed repair and warranty support**

Highly acceptable - will do SLA w/ us + have 2 techs on call in their base RFP @ no cost to County.

**Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement**

Highly acceptable - Very in tune w/ what County needs + expects. Talked w/ a lot of experience

**Overall Rating:**

Highly Acceptable ( )  
Marginal ( )

( )  
 ( )

Acceptable ( )  
Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** Pomeroy IT Solutions

**EVALUATION COMMITTEE MEMBER:**

Jennifer Stearns

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal - will need to pay for any  
services outside of warranty

Criteria: Proposed repair and warranty support

Marginal ~~HP Direct~~ County will be  
dealt w/ HP Direct for warranty issues  
we get no support from Pomeroy until it  
escalates, which wastes county money + should  
be included w/ the ~~HP~~ Warranty @ NO COST  
Contract w/ Pomeroy not HP. ~~or can~~ Pay Lot 6

Criteria: Understanding of the Scope of Services and approach plan to support

The needs and objectives of the procurement

Acceptable

**Overall Rating:**

Highly Acceptable ( )

Marginal ( )

Acceptable

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** Prosys

**EVALUATION COMMITTEE MEMBER:**

Jennifer Stevens

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria: Proposed Cost**

Acceptable

**Criteria: Proposed equipment and/or services**

Marginal - All work including warranty is done @ extra cost

**Criteria: Proposed repair and warranty support**

Marginal - All work including warranty is done @ extra cost or we can deal direct w/ HP for warranty.

**Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement**

Marginal - Although Prosys had experience in municipal firms, they did not seem to understand our needs in this RFP.

**Overall Rating:**

Highly Acceptable ( )

Marginal (X)

Acceptable ( )

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** ESQ IT Solutions

**EVALUATION COMMITTEE MEMBER:**

John Taylor

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Cost are equatable

Criteria: Proposed equipment and/or services

Strengths - provide onsite program manager and onsite tech as part of contract

Criteria: Proposed repair and warranty support

Strengths - ESQ has a local presence and will provide warranty support.

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

Strengths - ESQ understands and welcomes an SLA for services and warranty support

**Overall Rating:**

Highly Acceptable

Marginal

Acceptable

Unsatisfactory

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

**PROPOSERS NAME:** Pomeroy IT Solutions

**EVALUATION COMMITTEE MEMBER:**

John Taylor

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Marginal - proposal doesn't include any on-site staffing.

Criteria: Proposed equipment and/or services

Marginal Acceptable

Criteria: Proposed repair and warranty support

Unsatisfactory - Did not provide acceptable criteria for delivery and/or warranty support.

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

Acceptable except for the warranty support.

**Overall Rating:**

Highly Acceptable ( )

Marginal (X)

Acceptable ( )

Unsatisfactory ( )

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or  
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

John Taylor

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Proposed Cost

Marginal

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

unsat - did not provide a warranty support system

Criteria: Understanding of the Scope of Services and approach plan to support  
The needs and objectives of the procurement

marginal - did not provide local warranty support

**Overall Rating:**

Highly Acceptable ( )

Marginal (X)

Acceptable ( )

Unsatisfactory ( )