SUBJECT: MANAGED DESKTOP SERVICES (CSPEC)

BID #: ESC-0386-15 **OPEN DATE: 03/11/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – TWO (2) YEAR AGREEMENT COMMENCING AT THE EXECUTION OF CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS.

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award (contract No.9494-01) to EMTEC Inc. in the amount of $196,020.00 to deploy 1,782 devices for Managed Desktop Services of Information Technologies Division. The request will increase the total amount for the service period of July 1, 2018 through June 30, 2019. Total revised annual expenditure not-to-exceed $813,930.00, for a revised total contract expenditure of $2,708,890.00.

Funding for this award to be encumbered by account AFIT537-03410, to be executed by contract amendment (contract 9494-01) through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Ken Lathrop, Division Chief and Chief Information Officer, Information Technologies Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

12/18/18 10:24:44
Procurement Division

DATE: December 17, 2018

TO: Greg Pease, Chief of Procurement Division

12/17/18 **THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

RE: ESC-0386-15 – Managed Desktop Services (CSPEC) – Award Increase Request

---

The Information Technologies Division requests approval to increase the award amount with Emtec, Inc. on Bid # ESC-0386-15 for Managed Desktop Services. The increase will allow ITD to deploy 1,782 devices for the FY2019 PC Refresh project.

As per City Contract #9494-01, Section 1.(c) PC Refresh Deployment, The City and Emtec have agreed to a per device fee of $110.00. The City will deploy an estimated 1,782 devices for a total amount of $196,020.00. This request will increase the total amount for the service period of July 1, 2018, through June 30, 2019, from $617,910.00 to $813,930.00 and increase the total contract expenditure not to exceed amount from $2,512,870.00 to $2,708,890.00. All other pricing, terms, and conditions of the RFP, contract, and amendments shall remain in effect and unchanged.

Upon award approval, a request for a formal contract amendment to City Contract #9494-01 will be made through the Office of General Counsel.

FUNDING SOURCE: AFIT537 – 03410 $196,020.00

Your favorable consideration of our request is much appreciated.

Attachments: City Contract #9494-01 with Amendments 1, 2, & 3
ESC-0386-15 Procurement Awards

CC: ML Marolyn Curtis, Desktop Services Manager
AC Alexander Ciprian, IT Contract Administrator

9494-01
Amd 3

AMENDMENT NO. 3
to
SERVICES CONTRACT
between
THE CITY OF JACKSONVILLE AND EMTEC GROUP, INC.
for
MANAGED DESKTOP SERVICES

This Amendment No. 3 to Services Contract ("Amendment No. 3") is entered into as of July 1, 2017 (the "Effective Date") by and between the CITY OF JACKSONVILLE ("CITY"), a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, and EMTEC GROUP, INC., a New Jersey corporation authorized to transact business in the State of Florida, and doing business as "Emtec, Inc." ("EMTEC").

WHEREAS, EMTEC and CITY are parties to that certain Services Contract dated July 1, 2015 (CITY contract #9494-01), as amended by that certain Amendment No. 1 dated as of July 1, 2016, and that certain Amendment No. 2 dated as of June 1, 2017 (the "Contract") pursuant to which EMTEC provides certain desktop support and related services to CITY; and

WHEREAS, the parties now wish to amend the Contract to exercise the second renewal option under the Contract and revise CITY's maximum indebtedness under the Contract;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Background Facts. The Background Facts set forth above are true and correct and incorporated herein by this reference.

2. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings set forth in the Contract.

3. Section 3 of the Contract shall be deleted in its entirety and replaced with the following:

3. **Term**. The term of this Contract will commence on the Effective Date and shall continue through June 30, 2019, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to one (1) additional one year period by the CITY, in its sole discretion. Any other provision of this Contract to the contrary notwithstanding, the duration of this Contract shall be contingent upon the existence of lawfully appropriated funds.

4. Section 2 of the Contract shall be deleted in its entirety and replaced with the following:

2. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, CITY's maximum indebtedness, for all products and services under this Contract, shall be a fixed monetary amount not-to-exceed Five Hundred Fifty-Four Thousand Nine Hundred Sixty and no/100 Dollars ($554,960.00) for the period from July 1, 2015 through June 30, 2016; a fixed monetary amount not-to-exceed Six Hundred Ninety Thousand and no/100 Dollars ($690,000.00) for the period from July 1, 2016 through June 30, 2017; a fixed monetary amount not-to-exceed Six Hundred Fifty Thousand Dollars and no/100 Dollars ($650,000.00) for the period from July 1, 2017 through June 30, 2018; and a fixed monetary amount not-to-exceed Six Hundred Seventeen Thousand Nine Hundred Ten and no/100 Dollars ($617,910.00) for a total not to exceed of Two Million Five Hundred Twelve Thousand Eight Hundred Seventy and no/100 Dollars ($2,512,870.00).

5. This Amendment No. 3 constitutes the entire agreement between the parties with respect to the matters addressed. No statement, representation, writing, understanding, agreement or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All terms and conditions contained in the Contract and not specifically amended herein shall remain in full force and effect.

6. Contractor represents and warrants to the Commission that Contractor has full right and authority to execute and perform its obligations under the Contract as amended by this Amendment, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to the Commission that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to the Commission promptly upon request all documents reasonably requested by Commission to evidence such authority.

7. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 effective as of the Effective Date.

WITNESS:

Michael A. Marino

Name: Michael A. Marino

EMTEC GROUP, INC.

By:

Name: Leslie Owens

Title: VP

ATTEST:

By: James R. McCain, Jr.

James R. McCain, Jr.
Corporation Secretary

THE CITY OF JACKSONVILLE

By:

Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

Form Approved:

By:

Office of General Counsel

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
City Contract # 9494-01, Amd. #3

9494-01
Amd 2

AMENDMENT NO. 2
to
SERVICES CONTRACT
between
THE CITY OF JACKSONVILLE AND EMTEC GROUP, INC.
for
MANAGED DESKTOP SERVICES

This Amendment No. 2 to Services Contract ("Amendment No. 2") is entered into as of June 1, 2017 (the "Effective Date") by and between by and between the CITY OF JACKSONVILLE ("CITY"), a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, and EMTEC GROUP, INC., a New Jersey corporation authorized to transact business in the State of Florida, and doing business as "Emtec, Inc." ("EMTEC").

WHEREAS, EMTEC and CITY are parties to that certain Services Contract dated July 1, 2015 (CITY contract #9494-01), as amended by that certain Amendment No. 1 dated as of July 1, 2016 (the "Contract") pursuant to which EMTEC provides certain desktop support and related services to CITY; and

WHEREAS, the parties now wish to amend the Contract to exercise the first renewal option under the Contract and revise CITY's maximum indebtedness under the Contract;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Background Facts. The Background Facts set forth above are true and correct and incorporated herein by this reference.

2. Capitalized terms used but not defined in this Amendment No. 2 shall have the meanings set forth in the Contract.

3. Section 3 of the Contract shall be deleted in its entirety and replaced with the following:

> 3. Term. The term of this Contract will commence on the Effective Date and shall continue through June 30, 2018, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2) additional one year periods by the CITY, in its sole discretion. Any other provision of this Contract to the contrary notwithstanding, the duration of this Contract shall be contingent upon the existence of lawfully appropriated funds.

4. Section 2 of the Contract shall be deleted in its entirety and replaced with the following:

2. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, CITY's maximum indebtedness, for all products and services under this Contract, shall be a fixed monetary amount not-to-exceed Five Hundred Fifty-Four Thousand Nine Hundred Sixty and no/100 Dollars ($554,960.00) for the period from July 1, 2015 through June 30, 2016; a fixed monetary amount not-to-exceed Six Hundred Ninety Thousand and no/100 Dollars ($690,000.00) for the period from July 1, 2016 through June 30, 2017; and a fixed monetary amount not-to-exceed Six Hundred Fifty Thousand Dollars and no/100 ($650,000.00) for the period from July 1, 2017 through June 30, 2018 for a total not to exceed of One Million Eight Hundred Ninety-Four Thousand Nine Hundred Sixty and no/100 Dollars ($1,894,960.00).

5. This Amendment No. 2 constitutes the entire agreement between the parties with respect to the matters addressed. No statement, representation, writing, understanding, agreement or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All terms and conditions contained in the Contract and not specifically amended herein shall remain in full force and effect.

6. Contractor represents and warrants to the Commission that Contractor has full right and authority to execute and perform its obligations under the Contract as amended by this Amendment, and Contractor and the person(s) signing this Amendment on Contractor's behalf represent and warrant to the Commission that such person(s) are duly authorized to execute this Amendment on Contractor's behalf without further consent or approval by anyone. Contractor shall deliver to the Commission promptly upon request all documents reasonably requested by Commission to evidence such authority.

7. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 effective as of the Effective Date.

WITNESS:

Michael A. Marino

Name: Michael A. Marino

EMTEC GROUP, INC.

By: Ronald A. Seitz

Name: RONALD A. SEITZ

Title: EVP

ATTEST:

By: James R. McCain

James R. McCain, Jr.
Corporation Secretary

THE CITY OF JACKSONVILLE

By: Sam E. Mousa

Lenny Curry, Mayor

Sam E Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Form Approved:

By: Jeb B. Oo

Office of General Counsel

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
City Contract # 9494-01, Amd. #2

GC-#82392-v1-Amendment_No__2.docx

9494-01
Amd 1

AMENDMENT NO. 1
to
SERVICES CONTRACT
between
THE CITY OF JACKSONVILLE AND EMTEC GROUP, INC.
for
MANAGED DESKTOP SERVICES

This Amendment No. 1 to Services Contract ("Amendment No. 1") is entered into by and between by and between the CITY OF JACKSONVILLE ("CITY"), a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, and EMTEC GROUP, INC., a New Jersey corporation authorized to transact business in the State of Florida, and doing business as "Emtec, Inc." ("EMTEC") and shall be effective as of July 1, 2016.

WHEREAS, EMTEC and CITY are parties to that certain Services Contract dated July 1, 2015 (CITY contract #9494-01) (the "Contract") pursuant to which EMTEC provides certain desktop support and related services to CITY; and

WHEREAS, the parties now wish to amend the Contract to revise CITY's maximum indebtedness under the Contract to reflect the cost of additional services to be provided by EMTEC to CITY and to make certain other changes to the Contract as described in this Amendment No. 1;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings set forth in the Contract.

2. Section 1(a) of the Contract shall be deleted in its entirety and replaced with the following:

   (a) Desktop Support Services. For the Services described in paragraph 2.9 of Section 4 of the RFP ("Desktop Support Services"), EMTEC shall provide five (5) Senior Technicians (Tier 3) and two (2) Technicians (Tier 2). Senior Technicians (Tier 3) shall be billed at the rate of $50 per hour and Technicians (Tier 2) shall be billed at the rate of $35 per hour. Notwithstanding the foregoing, one of the Senior Technicians (Tier 3) shall be billed at the at the lower Technician (Tier 2) hourly rate.

   The seven staff members identified in the preceding paragraph shall provide Desktop Support Services to CITY full-time (eight (8) hours per day) and shall provide coverage to CITY from 7:00 a.m. until 6:00 p.m., Monday through Friday, from 8:00 a.m. until 5:00 p.m. on Saturday. These staff members shall also provide after hours on-call standby Desktop Support Services. EMTEC shall use its best efforts to schedule the seven staff members to avoid payment of overtime pay.

The seven staff members shall be assigned CITY accounts so that these staff members are able to access CITY's CA Unicenter for ticket management. These seven staff members shall enter their work hours in CITY's Time and Attendance System (TAS) each Monday before 10:00 a.m. for hours worked during the preceding work week. EMTEC shall also fax to CITY a weekly work detail report (using EMTEC's time and attendance system and signed by a member of EMTEC's management) by 10:00 a.m. on each Monday following any work week.

In the event of an emergency, including, but not limited to, severe storms, floods, and terrorist or other cyber-security attacks, EMTEC will use its best efforts to (i) support, with all its resources, skills and capabilities, to the maximum extent possible, all restoration efforts requested by CITY and (ii) if appropriate, to provide additional staff in order to reduce the number of overtime hours required of the seven staff members assigned to the CITY.

3. Section 2 of the Contract shall be deleted in its entirety and replaced with the following:

   Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, CITY's maximum indebtedness, for all products and services under this Contract, shall be a fixed monetary amount not-to-exceed Five Hundred Fifty-Four Thousand Nine Hundred Sixty Dollars ($554,960.00) for the period from July1, 2015 through June 30, 2016, and a fixed monetary amount not-to-exceed Five Hundred Thirty-Four Thousand Dollars ($534,000.00) for the period from July 1, 2016 through June 30, 2017, for a total not to exceed of One Million Eight-Eight Thousand Nine Hundred Sixty Dollars ($1,088,960.00).

4. This Amendment No. 1 constitutes the entire agreement between the parties with respect to the matters addressed. No statement, representation, writing, understanding, agreement or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All terms and conditions contained in the Contract and not specifically amended herein shall remain in full force and effect.

[remainder of page intentionally left blank]

RAS

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 effective as of the day and year first above written.

WITNESS:

Karen Eddy
Name: Karen Eddy

Date: 6/27/16

EMTEC GROUP, INC.

By: Ronald A. Seitz
Name: Ronald A. Seitz
Title: EVP of Education

Date: 6/27/2016

ATTEST:

By: Jerry L. Dwyer Jr.

Date: 8/11/16

THE CITY OF JACKSONVILLE

By: Lenny Curry, Mayor

Date: 8/11/16

Form Approved:

By: John B. Rees
Office of General Counsel

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

In accordance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

See Next Page
Director of Finance
City Contract # 9494-01, Amd. #1

ATTEST:
James R. McCain
Corporation Secretary
City of Jacksonville

G:\Gov't Operations\JDavis\ITD\EMTEC, Inc. 2015 contract\Amendment No. 1(2) docx

Encumbrance and funding information for internal City use:

Account..... afit531cscs-03410

Amount.....$581,000.00

TOTAL NOT TO EXCEED: $1,088,960

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract #9494-01, Amd #1

9494-01

SERVICES CONTRACT

BETWEEN

THE CITY OF JACKSONVILLE

AND

EMTEC GROUP, INC.

FOR

MANAGED DESKTOP SERVICES

THIS CONTRACT, made and entered into as of the 1st day of July, 2015 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY") a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, and EMTEC GROUP, INC., a New Jersey corporation authorized to transact business in the State of Florida, and doing business as "Emtec, Inc." ("EMTEC").

WHEREAS, the CITY issued a Request for Proposal for Managed Desktop Services (BID NO. ESC-0386-15) and Addenda Nos. 1-5 thereto (collectively, the "RFP"), which RFP is on file with the City of Jacksonville and incorporated herein by this reference; and

WHEREAS, EMTEC submitted a response to the CITY (the "Response"), which Response is on file with the City of Jacksonville and incorporated herein by this reference, and was selected by the CITY as the best and most qualified applicant; and

WHEREAS, the CITY and EMTEC have negotiated mutually satisfactory terms for the award and execution of this Contract to EMTEC;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Performance of Services and Compensation. EMTEC will provide the managed desktop services described in the RFP and the Response and more fully set forth in this Contract (the "Services").

(a) Desktop Support Services. For the Services described in paragraph 2.9 of Section 4 of the RFP ("Desktop Support Services"). EMTEC shall provide four (4) Senior Technicians (Tier 3) and two (2) Technicians (Tier 2). Senior Technicians (Tier 3) shall be billed at the rate of $50 per hour and Technicians (Tier 2) shall be billed at the rate of $35 per hour. Notwithstanding the foregoing, one of the Senior Technicians (Tier 3) shall be billed at the at the lower Technician (Tier 2) hourly rate.

TLS

The six staff members identified in the preceding paragraph shall provide Desktop Support Services to CITY full-time (eight (8) hours per day) and shall provide coverage to CITY from 7:00 a.m. until 6:00 p.m., Monday through Friday, from 8:00 a.m. until 5:00 p.m. on Saturday. These staff members shall also provide after hours on-call standby Desktop Support Services. EMTEC shall use its best efforts to schedule the six staff members to avoid payment of overtime pay.

The six staff members shall be assigned CITY accounts so that these staff members are able to access CITY's CA Unicenter for ticket management. These six staff members shall enter their work hours in CITY's Time and Attendance System (TAS) each Monday before 10:00 a.m. for hours worked during the preceding work week. EMTEC shall also fax to CITY a weekly work detail report (using EMTEC's time and attendance system and signed by a member of EMTEC's management) by 10:00 a.m. on each Monday following any work week.

In the event of an emergency, including, but not limited to, severe storms, floods, and terrorist or other cyber-security attacks, EMTEC will use its best efforts to (i) support, with all its resources, skills and capabilities, to the maximum extent possible, all restoration efforts requested by CITY and (ii) if appropriate, to provide additional staff in order to reduce the number of overtime hours required of the six staff members assigned to the CITY.

(b) Project Related Services. If CITY requests Services which are Project Related (as defined in the RFP), EMTEC will provide CITY with an estimate of the time and materials required to complete the Project (a "Quote") prior to beginning any Services for a project (a "Project"). If CITY instructs EMTEC to undertake the Project, EMTEC will provide CITY with an accounting of all time and materials expended in completing the Project. CITY will pay EMTEC the lesser of (i) the aggregate amount shown in the accounting or (ii) the Quote for such Project. The hourly rates for Project Related Services shall be $75 per hour for a Project Manager, $50 per hour for a Senior Technician (Tier 3) and $35 per hour for a Technician (Tier 2).

(c) PC Refresh Deployment. For Project Related Services that are part of CITY's PC Refresh Deployment (as defined in the RFP), CITY shall pay EMTEC the lesser of (i) a per device fee of $110 or (ii) a fee equal to the charges for the actual time and materials incurred by EMTEC using the per hour pricing for Project Related Services.

For clarification, Project Related Services that are part of CITY's PC Refresh Deployment shall include, but not be limited to, (i) delivery to deployment sites; (ii) deployment (hardware and software re-configuration); (iii) data migration; (iv) hard drive removal and labelling; (v) speaker disconnect (JPL); (vi) asset management/inventory process documentation (e.g., pic tickets); (vii) equipment pickup from deployment location for surplus processing; (viii) adherence to statement of work and deployment checklist subject to pre-deployment review and revisions.

TLS

(d) PC Refresh Inventory Storage. At no additional cost to CITY, EMTEC shall provide storage for up to 200 desktop/laptop units to be used by CITY in its PC Refresh Deployment at EMTEC's warehouse facility currently located at 9450 Philips Highway, Suite 1, Jacksonville, Florida 32256, for pre-deployment staging. EMTEC will store such equipment for up to 60 days from delivery. EMTEC shall deliver any equipment that is still at EMTEC's warehouse after that time to CITY's inventory location at 214 North Hogan Street, 9th Floor, Jacksonville, Florida 32202. All deliveries of equipment from EMTEC's warehouse to CITY's offices shall be made by EMTEC free of charge to CITY. CITY will only order equipment as shown in a project schedule approved by CITY and EMTEC.

2. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract, shall be a fixed monetary amount not-to-exceed Five Hundred Seven Thousand Nine Hundred Sixty ($507,960.00).

3. Term. The term of this Contact will commence on the Effective Date and shall continue through June 30, 2017, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by the CITY, in its sole discretion. Any other provision of this Contract to the contrary notwithstanding, the duration of this Contract shall be contingent upon the existence of lawfully appropriated funds.

4. Performance Bond. Notwithstanding anything to the contrary in the RFP or the Response, EMTEC will not be required to furnish CITY with a performance bond in connection with the performance of the Services under this Contract.

5. Contract Documents. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions (Section 2 of the RFP)
- General Terms and Conditions of Agreement (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

TLS

City of Jacksonville
Information Technology Division
214 North Hogan Street
Jacksonville, Florida 32202
Attn: Usha Mohan

As to EMTEC:

Emtec Group, Inc.
dba Emtec, Inc.
Interstate South Commerce Center
9450 Phillips Highway, Suite One
Jacksonville, FL 32256
Attn: Ronald Seitz, President

7. Contract Managers. Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Marilyn Curtis, and the EMTEC'S Contract Manager is Michael Marino. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided such changes shall not be deemed Contact amendments and may be provided via email.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by EMTEC. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. EMTEC may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment documents. EMTEC acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. Counterparts. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

TRS

ATTEST:

By _____
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE, a municipal corporation and a political subdivision of the State of Florida

By _____
Alvin Brown
Mayor

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

Form Approved:

By: _____
Office of General Counsel

WITNESS:

By: _____
Print Name: Terri P Cribbs
Title: Administrative Coordinator

EMTEC GROUP INC., a Delaware corporation

By: _____
Name: RONALD A. SEITZ
Title: PRESIDENT

TLS

Encumbrance and funding information for internal City use:

Account.....

Amount.....

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued check request(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

C. Ronald Belton

Director of Finance
City Contract # 9494-01

SUBJECT: MANAGED DESKTOP SERVICES (CSPEC)

BID #: ESC-0386-15 **OPEN DATE: 03/11/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – TWO (2) YEAR AGREEMENT COMMENCING AT THE EXECUTION OF CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS.

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the second (2) of three (3), one (1) year renewal options with EMTEC, Inc., to continue providing Managed Desktop Services for the Information Technologies Division. The period of service will be July 1, 2018 through June 30, 2019. Total annual expenditure requested for this period not-to-exceed $617,910.00, for a revised contract expenditure of $2,512,870.00.

Funding for this award to be encumbered by account AFIT531CSCS-03410 to be executed by contract amendment (contract 9494-01) through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Letter, Previous Awards

BUYER: CHELSEY FLEMING **RESPECTFULLY SUBMITTED** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Ken Lathrop, Division Chief and Chief Information Officer, Information Technologies Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE 6/21/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 6/21/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: MANAGED DESKTOP SERVICES (CSPEC)

BID #: ESC-0386-15 OPEN DATE: 03/11/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – TWO (2) YEAR AGREEMENT COMMENCING AT THE EXECUTION OF CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS.

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award (contract No.9494-01) to EMTEC Inc. in the amount of $156,000.00 for Managed Desktop Services through June 30, 2017. Revised funding for year two of the contract not-to-exceed $690,000.00.

Recommend approval to utilize the first (1) of three (3), one year renewal options with EMTEC, Inc., to continue providing Managed Desktop Services for the Information Technologies Division. The period of service will be July 1, 2017 through June 30, 2018. Total annual expenditure requested for this period not-to-exceed $650,000.00, for a revised contract expenditure of $1,894,960.00.

Increase through June 30, 2017	$156,000.00.
First Renewal Option - July 1, 2017 through June 30, 2018	$650,000.00.

Funding for this award to be encumbered by account AFIT531CSCS-03410 to be executed by contract amendment (contract 9494-01) through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Letter, Copy of Contract, Previous Awards

BUYER: CHELSEY FLEMING

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Ken Lathrop, Division Chief and Chief Information Officer, Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE 6/20/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE 6/20/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: MANAGED DESKTOP SERVICES (CSPEC)

BID #: ESC-0386-15 OPEN DATE: 03/11/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – TWO (2) YEAR AGREEMENT COMMENCING AT THE EXECUTION OF CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS.

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (5) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend award dated April 23, 2015 to increase contract No.9494-01 to EMTEC Inc. for Managed Desktop Services. The initial period of services was from date of the executed contract, July 1, 2015 thru June 30, 2017. Total estimated increase not to exceed $581,000.00. Total expenditure not to exceed $1,088,960.00.

Increase thru June 30, 2016	$47,000.00.
Increase for July 1, 2016 thru June 30, 2017	$534,000.00.

Period of service is two (2) year from date of executed contract with three (3) one (1) year renewal options. Total estimated annual expenditure not-to exceed $507,960.00

Funding for this award to be encumbered by account alit531csos- 03410 to be executed by Amendment one (1) to Contract No. 9494-01 through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Copy of Contract, Previous Awards

BUYER: KATHY NASWORTHY

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Ken Lathrop, Division Chief and Chief Information Officer, Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE 5/5/16

OTHER ____

ACTION OF AWARDING AUTHORITY DATE 5/06/16

APPROVED ____ DISAPPROVED ____

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: MANAGED DESKTOP SERVICES (CSPEC)

BID #: ESC-0386-15 OPEN DATE: 03/11/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – TWO (2) YEAR AGREEMENT COMMENCING AT THE EXECUTION OF CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS.

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (5) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Approval was granted on April 9, 2015 to enter into negotiations with EMTEC, Inc Negotiations commenced on April 13, 2015, concluding April 15, 2015. Pricing remained the same with EMTEC agreeing to provide added value to specific services during negotiation (Attachment A). Recommend approval of award to the responsive, responsible bidder. EMTEC Inc., to provide Option Three (3) for Managed Desktop Services. Period of service is two (2) year from date of executed contract with three (3) one (1) year renewal options. Total estimated annual expenditure not-to exceed $507,960.00

Funding for this award to be encumbered by account OPIT531CS – 03410 to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Tabulation; Evaluation Matrix; Scoring Sheet; Contract Negotiation Notes

BUYER: KATHY NASWORTHY RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Usha Mohan, Division Chief and Chief Information Officer, Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE 04/23/15

OTHER ____

ACTION OF AWARDING AUTHORITY DATE ____

APPROVED ____ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION ____

SUBJECT: MANAGED DESKTOP SERVICES (CSPEC)

BID #: ESC-0386-15 **OPEN DATE:** 03/11/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – TWO (2) YEAR AGREEMENT COMMENCING AT THE EXECUTION OF CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS.

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to accept notification from Enterprise Integration Inc. indicating their request to withdraw their bid from negotiations.

Recommend approval to enter into negotiations with the second highest ranked firm, EMTEC Inc., for option three (3) to develop contract terms to formally procure services for Managed Desktop Services. In addition, recommend approval from CSPEC to discuss other options within the RFP if it is in the best interest of the City of Jacksonville. The results of the negotiations will be documented and brought back before the CSPEC Committee for approval.

ATTACHMENTS: Recommendation Memo, Tabulation, Evaluation Matrix, Scoring Sheet and Vendor Withdrawal Request

BUYER: KATHY NASWORTHY

RESPECTFULLY SUBMITTED for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Usha Mohan, Division Chief and Chief Information Officer, Information Technologies Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE: 04/09/15

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE 4/16/15

APPROVED ✓ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION ____ Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of
Executive Order No. 2015-01

SUBJECT: MANAGED DESKTOP SERVICES (CSPEC)

BID #: ESC-386-15 OPEN DATE: 03/11/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
SERVICE CONTRACT – TWO (2) YEAR AGREEMENT COMMENCING AT THE EXECUTION OF CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (6) NUMBER RECEIVED: (3) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject Bell Techlogix, Inc. for modifying the bid proposal form pursuant to 2.3 F of the bid specifications.

Recommend approval to enter into negotiations with the highest ranked firm, Enterprise Integration, Inc. for option two (2) to develop contract terms to formally procure services for Managed Desktop Services. The results of the negotiations will be documented and brought back before the CSPEC Committee for approval.

ATTACHMENTS: Recommendation Memo, Tabulation, Evaluation Matrix, Scoring Sheet and Vendor Rejection Letter

BUYER: KATHY NASWORTHY

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Usha Mohan, Division Chief and Chief Information Officer, Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE: 03/26/15

OTHER: ____

ACTION OF AWARDING AUTHORITY DATE ____

APPROVED ____ DISAPPROVED ____

OTHER ____

SIGNATURE OF AUTHENTICATION ____

Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of
Executive Order No. 2015-01