

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Joseph Montopoli, Fire Chief (954) 797-1842
PREPARED BY: Frank Suriano, Assistant Chief (954) 797-1843
SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA CONTRACT NO. 250-000-03-1 TO INSIGHT PUBLIC SECTOR, INC. FOR THE PURCHASE OF RUGGED LAPTOP COMPUTERS AND TO DELL FOR THE PURCHASE OF NON-RUGGED LAPTOP COMPUTERS FOR \$37,463.70

REPORT IN BRIEF: The Town of Davie Fire Rescue Department presently utilizes tablet computers (Panasonic Toughbook) that is a rugged laptop computer made to endure “on-the-go” use in emergency services and challenging Florida environment while meeting the disinfection and cleaning requirements of OSHA. The Town was awarded a 100% grant from Broward County and the Urban Areas Initiative (UASI) with the financial assistance from the United States Department of Homeland Security in the amount of \$37,800.00. This grant requires no matching funds from the Town.

The equipment to be purchased includes six (6) rugged laptops for emergency units and six (6) laptops to communicate with the Emergency Operations Center.

PREVIOUS ACTIONS: Town Council previously approved Resolution number R-2007-062.

CONCURRENCES: Staff reviewed the purchase with Purchasing and the laptop specifications with T.I.M. and they concur.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$37,463.70

Account Name: EOC GO Bond/030-3004-522-64-28

RECOMMENDATION(S): Approve Resolution

Attachment(s): Resolution, Memo from Fire Dept., Procurement Authorization, Piggyback Checklist, State of Florida Contractor Bid Award

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA CONTRACT NO. 250-000-03-1 TO INSIGHT PUBLIC SECTOR, INC. FOR THE PURCHASE OF RUGGED LAPTOP COMPUTERS AND TO DELL FOR THE PURCHASE OF NON-RUGGED LAPTOP COMPUTERS FOR \$37,463.70

WHEREAS, the Town was awarded a grant from Broward County and the Urban Areas Initiative (UASI) for the purchase of rugged and non-rugged laptop computers; and

WHEREAS, the State of Florida awarded a contract to Insight Public Sector, Inc and Dell; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by the State of Florida to Insight Public Sector, Inc. and Dell with the intent to purchase rugged and non-rugged laptop computers.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby accepts the bid awarded by the State of Florida Contract No. 250-000-03-1 to Insight Public Sector, Inc. for rugged laptop computers and Dell for laptop computers in the amount of \$37,463.70

SECTION 2. The Town Council authorizes the expenditure from the Fire Rescue Departments – EOC GO Bond Account No. 030-3004-522-64-28.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.



MEMORANDUM
DAVIE FIRE RESCUE
OFFICE OF THE FIRE CHIEF

TO: Gary Shimun, Town Administrator

FROM: Joseph Montopoli, Fire Chief

SUBJECT: UASI Grant Laptop Purchase

DATE: August 24, 2007

Please see the attached memo regarding the USAI Grant Laptop purchase. This grant has awarded 100% funding for the purchase of six rugged laptops for emergency units and six laptops for the purpose of communicating with the Emergency Operations Center. The detailed information can be found on Easy Agenda for the September 5, 2007 Council Meeting.



**TOWN OF DAVIE
INTEROFFICE MEMORANDUM
FIRE RESCUE DEPARTMENT**

DATE: August 24, 2007

TO: Joseph Montopoli, Fire Chief

FROM: Frank Suriano, Assistant Chief

SUBJECT: UASI Grant Laptop Purchase

Attachment: YES NO

As you are aware, our department presently utilizes the Panasonic Toughbook, which is a rugged laptop computer, for EMS reporting. The Town was awarded a grant from Broward County and the Urban Areas Initiative (UASI) with the financial assistance from the United States Department of Homeland Security in the amount of \$37,800.00. The equipment to be purchased from this award includes six (6) rugged laptops for emergency units and six (6) laptops to for the purpose to communicate with the Emergency Operations Center.

The provisions of the grant require that we purchase the laptops prior to October 1, 2007. To meet this deadline I have prepared the resolution and associated documents for the September 5th council meeting.

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER. BUDGET ITEM & DESCRIPTION
APPROXIMATE COST
 030-3004-522-64-28 EOC GO Bond
 \$37,463.70

METHOD OF PROCUREMENT (check the one that applies)

- Open Competitive Bidding
 Piggyback on Contract Number **State of Florida Contract No. 250-000-03-1**
 Sole Source
 Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed  _____

Have Funds been Reserved _____
 Date _____ Signed _____

Signed _____
 Town Administrator

	<u>BIDS SUBMITTED</u>
<u>VENDOR</u>	
<u>COST</u>	
Insight Public Sector, Inc.	
\$26,994.00	
Dell	\$10.46
9.70	

Signed _____
 Manager

Procurement

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor _____ Cost _____

PIGGYBACK BID CHECKLIST

			Completed by
1. Piggyback of bid awarded by	<u>State of Florida Contract No. 250-000-03-1</u>		<u>B</u>
2. Date of award	<u>August 01, 2002</u>		<u>B</u>
3. Date of expiration	<u>December 31, 2007</u>		<u>B</u>
4. Date of last renewal	<u>August 1, 2006</u>		
5. Copy of bid award attached	<input checked="" type="checkbox"/> YES	NO	<u>B</u>
6. Requested item same as awarded item	<input checked="" type="checkbox"/> YES	NO	<u>B</u>
7. Approved Procurement Authorization attached	<input checked="" type="checkbox"/> YES	NO	<u>B</u>
8. Justification	<u>UASI Grant Award</u>		<u>B</u>
9. Benefit to the Town	<u>Provide six (6) rugged laptops for emergency units and six (6) laptops to communicate with the Emergency Operations Center.</u>		<u>B</u>
10. Contact information sheet attached	YES	<input type="checkbox"/> NO	<u>B</u>



DEPARTMENT OF MANAGEMENT SERVICES MyFlorida.com ADMINISTRATIVE AGENCY FOR FLORIDA GOVERNMENT

08/22/2007

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- [IBM \(A\)](#)
- [IKON Office Solutions \(A\)](#)
- [Impression Solutions Inc. \(Kyocera Mita\) \(A\)](#)
- [Innovative Tech, Inc. \(A\)](#)
- [Insight Public Sector \(Formerly Comark\) \(A\)](#)

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Current Contract

- ▶ State of FL IT Hardware Contract #250-000-03-1 (Panasonic) Catalog

Open Market

- ▶ Open Market Catalog

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State of FL IT Hardware Contract #250-000-03-1 (Panasonic)

State of Florida Panasonic Contract

Contract # 250-000-03-1

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Insight is one of the world's largest providers of IT products and services. Insight Public Sector's dedicated experts work with State & Local Government, Education, and Public Safety agencies to deliver comprehensive technology solutions customized to meet individual requirements. Insight offers total solutions from the available leading-edge technologies.

What's Available On This Contract? Insight Public Sector is proud to hold the State of Florida IT Hardware Contract for Panasonic products. For your convenience, we have customized this page to include the latest Panasonic & balance of line contract pricing and product information. Use the headers at the top of the page to initiate your product search. There is also a PDF file posted at the bottom of this page, that has the most recent pricing available. It is also important to observe that Panasonic is a ceiling price contract, all prices may not exceed the amount shown.

Contract Information Center	
Contract Title	State of Florida IT Hardware Contract (Panasonic)
Contract Number	250-000-03-1
Eligible Customers	State of FL Government , Local Government, K12 Education, Higher Education, Public Safety
Contract Term	Award Date: 08-01-02 Current End Date: 12/31/07
Primary Goods and Services	Panasonic: Tough books and Accessories Category: PC's Subcategory: Portable PC's
Delivery	Within 30 days ARO Contractor shall notify customer of any potential delivery delays within 5 days after receiving purchase order.
FOB Point	Destination
Rapid Delivery Time	Based on availability, customer pays expedited freight charges.

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Dell recommends Windows Vista® Business.

You are here: USA > Florida State Store - Contract # 250-000-03-1

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State Messaging

Welcome to the Florida State Store
The pricing on this store is reflective of State Contract # 250-000-03-1.
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DEPARTMENT OF MANAGEMENT
SERVICES

"We serve those who
serve Florida"

JEB BUSH
Governor

Tom Lewis, Jr.
Secretary



Division of State Purchasing
4050 Esplanade Way
Suite 360
Tallahassee, Florida
32399-0950

Telephone:
850-488-8440

Fax:
850-414-6122

Internet:
www.MyFlorida.com

Suite 360

July 18, 2006

MEMORANDUM NO.: (250-000-03-1)-10

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No. 250-000-03-1
Title: Information Technology Hardware

The subject contract has been renewed effective August 1, 2006 through December 31, 2007 with all contractors except the following.

- Alcatel Internetworking, Inc.
- Minuteman UPS / Para Systems, Inc.
- SonicWall, Inc.
- Sony Electronics, Inc.
- Tripp Lite Power Protection
- Wyse Technology, Inc.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the contract administrator.

State Term Contract No. 250-000-03-1
Amendment No. 1

Insight
Public Sector

THIS AMENDMENT, effective as of the last date signed below, is by and between the State of Florida, Department of Management Services (the "Department"), and the entity identified below as Contractor (the "Contractor") (collectively, the "Parties"), and amends State Term Contract No. 250-000-03-1 (the "Contract").

WHEREAS, the Department is implementing an electronic procurement system, currently known as MyFloridaMarketPlace, (the "System") with the assistance of a third-party agent, Accenture LLP ("Accenture"); and

WHEREAS, the Department wishes to include the Contractor and the Contract in the System; and

WHEREAS, the Contractor desires to participate in the System;

WHEREAS, the Contract allows modifications in the event an electronic procurement system is implemented; and,

WHEREAS, it is convenient to make other clarifying amendments in conjunction with those necessary to implement the System.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Registration. The Department shall allow the Contractor, following effective registration with Accenture, to participate in the System. The Contractor shall register in the System within ten (10) business days of the effective date of this Amendment. Contractor shall visit www.myfloridamarketplace.com and follow the appropriate instruction in order to register.

2. Transaction Fee. Effective April 1, 2003, the Contract provision entitled "Surcharge Fee and Summary of Total Sales" is deleted and replaced with the following "Transaction Fee" section. This Transaction Fee is in lieu of, and not in addition to, the surcharge fee authorized by section 287.1345, Florida Statutes (2002).

Transaction Fee

The Department has instituted a statewide eProcurement System ("System"), with the assistance of a third-party agent, Accenture LLP ("Accenture"). All transactions from this Contract shall be deemed a "transaction processed through the eProcurement System" as that term is used in the contract between the Department and Accenture.

Pursuant to section 287.057(23), Florida Statutes (2002), a Transaction Fee of one percent (1.0%) of the total dollar amount of each purchase order shall apply to all purchases from this Contract. The fee shall be paid by the Contractor, and shall not be added to purchase orders as a separate item. Because the Transaction Fee will be used, in part, to compensate Accenture for the development, operation, and maintenance of the System, Accenture is an intended third-party beneficiary of this paragraph imposing the Transaction Fee on transactions from this Contract.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, whether within or without the State accounting system, Accenture shall either (1) establish with the Customer an automated process for billing and collecting the Transaction Fee from payments that are made to the Contractor or (2) rely upon the Contractor to self-report and pay the Transaction Fee pursuant to processes that Accenture may establish. By submission of these reports and corresponding Contractor deposits, Contractor is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the applicable purchase order or Contract.

Contractor shall be responsible for reporting sales and paying Transaction Fees resulting from sales made by authorized resellers.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM BIDDING ON DEPARTMENT CONTRACTS.**

3. Electronic Invoicing. Notwithstanding any provision of the Contract, the Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the System. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

4. Catalog Data. Accenture is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to Accenture; alternatively, the Contractor may follow the “punchout” solution described in more detail below.

Within ten (10) days of written notice from Accenture, Contractor shall provide all information necessary to facilitate electronic purchases from this contract, or shall contact Accenture and begin work on the "punchout" solution described below. Such information may include, but is not limited to, Contractor name, SKU, brand/manufacturer, product name and brief description, unit of measure, and price. Contractor shall provide this information in the format requested by Accenture. No costs or expenses associated with providing this information shall be charged to the Department, Customers, or Accenture. With Contractor's timely assistance, Accenture shall create and maintain web-based placement of the requested contract information.

"Punchout" Alternative

The Contractor may offer, as an alternative to providing the information discussed above, an online "punchout" solution, in which the Customer accesses the Contractor's website directly from the System, rather than the System maintaining the Contractor's data. This solution must allow the Customer to reach the Contractor's site, browse for contracted items only, and return to the System with a list of items ready to be inserted into a requisition. If Contractor selects this alternative, it must meet the following requirements:

- The solution must conform to cXML 1.0 or 1.1 standards.
- The solution must conform to the technical specifications and implementation requirements provided by Accenture, and the Contractor must work with Accenture to ensure successful integration of the punchout solution into the System
- The solution must have the capability to provide only those products awarded under the contract, and block any non-contract item(s) from being added to the requisition.

Warranty

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to use, reproduce, transmit, distribute and publicly display within the System the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to reproduce and display within the System the Contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the Contractor under the Contract.

If the Contractor is not the manufacturer, it shall be the Contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer. If the Contractor is the manufacturer, it shall only authorize dealers, outlets, distributors, value-added resellers, etc within their network that can comply with the provisions of the Contract.

5. Additional Modifications. The Department reserves the right to further revise the collection and reporting requirements in conjunction with alterations to the System.

6. Transportation and Delivery. General Condition 3.19 of the Contract is hereby deleted and replaced with the following provision:

3.19 Transportation and Delivery: Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order; provided, however, that the Contractor and Customer may agree to FOB Origin if each of the following conditions is satisfied: (1) the Contractor maintains insurance, procured for the benefit of Customers, sufficient to cover damage and/or loss to Products during transit, (2) the Contractor provides to the Customer appropriate claim procedures to use in the event of a loss, and (3) the Contractor provides the Customer the right to assign payments from any insurance settlement to the Contractor, so as to permit the repair of damaged products or the replacement of products that are lost or damaged beyond repair. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract cancellation and Contractor suspension.

7. Indemnification. General Condition 3.32 of the Contract is hereby deleted and replaced with the following provision:

3.32 Indemnification: The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and

refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Except as specified in the foregoing portions of this section, for all other claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

8. Conflict. In the event any of the terms herein conflict with the terms of the Contract the terms of this Amendment shall control. All other terms of the Contract remain in full force and effect. Contractor waives and releases any and all claims for additional compensation arising out of or relating to this Amendment.

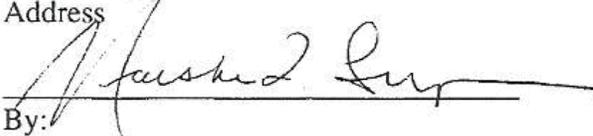
9. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

CONTRACTOR

Insight Public Sector, Inc.
Contractor Name

444 Scott Drive

Bloomington, IL 60108
Address


By:
Its: Executive Vice President

February 26, 2003
Date

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**


By:

4/18/03
Date

Approved as to form and legality by the Department General Counsel's Office:



3/12
Date

