

# WESTERN STATES CONTRACTING ALLIANCE (WSCA) PARTICIPATING ADDENDUM TO

## COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

### MASTER PRICE AGREEMENT

Howard Computers

Number A63310

Georgia Technology Authority (GTA) on behalf of the State of Georgia

#### 1. **Scope**

For purposes of this contract and participating addendum, GTA's jurisdiction includes participation by all departments, agencies, authorities, boards, commissions and political sub-divisions of the State of Georgia who elect to make purchases in accordance with GTA's policies, procedures, terms and conditions.

#### 2. **Changes:**

##### **a. Section 6B(2), Payment Provisions, Payment of Invoice, paragraph 2.**

Delete the paragraph entirely and replace with the following:

Each using entity agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Equipment and Services have been accepted by the Agency as provided in section 6A of the Agreement.

##### **b. Section 6C., paragraph 2, Payment of Taxes:** Delete Paragraph 2 in its entirety and replace with the following:

Taxes. All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Equipment and Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, GTA makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. In regard to State of Georgia sales tax, see attached "Sales and Use Tax Certification of Exemption" which applies to all State of Georgia Government entity users (purchasers) using this Agreement.

##### **c. Section 7 Agreement Term.** Delete paragraph in its entirety and replace with the following:

The Term of this Addendum shall be effective on the date signed by both parties and end as of the end of the then-current fiscal year (July 1-June 30). Thereafter, the Addendum may be renewed at the sole discretion of

GTA on a year-to-year basis for up to two (2) fiscal year periods.

**d. 12 A (2) add the following:**

“...provided that such defense or settlement of any claim shall be subject to the prerogatives of the Georgia Attorney General.”

**e. 12. Add new section D-**Contractor’s obligation to indemnify will survive the expiration or termination of this Agreement for any reason.

**f. Section 17.A., paragraph 8.** Takeback/Recycling Programs: State of Georgia users must use the Department of Administrative Services (DOAS) Surplus Property program, if required, or if not required/eligible, agencies may use the WSCA participating contractors program, as they deem appropriate, upon authorization from DOAS Surplus Property.

**g. Section 20. Records and Audits:** Delete references to Min. Stat and replace with the following:

Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor’s financial status, costs, expenses, provision of Equipment and performance of Services under this Agreement (collectively, “Records”) for the latter of: (a) five (5) years after the final payment under this Agreement, (b) for such period (if any) as is required by applicable statute. Contractor’s accounting procedures and practices shall conform to generally accepted accounting principles (“GAAP”) and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia.

**h. Add Section 24 Tort Claims Act.**

If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the “Fund”), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.

**i. Add to Section 31.** The foregoing limitation shall not apply to losses arising out of the willful misconduct or negligence of Contractor or any of its subcontractors.

**j. Section 35, Data Practices**

**Paragraph A. Add:** The Contractor must comply with the Georgia Technology Authority's Enterprise Information Security Policy, effective 9/10/02, Revised: 6/2/04 as found on [www.gta.ga.gov](http://www.gta.ga.gov), procurement, policy, Enterprise Information Security Policy.

**Paragraph B. Add:** Requests for information related to the State of Georgia must be in compliance with the Georgia Open Records Act.

**k. Add Section 58 Vendor Lobbyist Certification.** Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

**l. Add Section 59 Non-exclusivity.** This Addendum is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agencies from obtaining like goods from other suppliers upon prior approval of the GTA. Such approval shall be made at the sole discretion of the GTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.

**3. Primary Contact:**

The primary participating entity contact for this participating addendum is as follows:

**Name: Nanci Glazer Gay**  
**Participating Entity Name: Georgia Technology Authority**  
**Address: 100 Peachtree Street, Suite 23, Atlanta, Georgia 30303**  
**Telephone: 404-463-6539**  
**Fax: 404-651-5333**  
**E-mail: [nggay@gta.ga.gov](mailto:nggay@gta.ga.gov)**

The primary Contractor contact for this participating addendum is as follows:

**Name: Kelly Turner**  
**Contractor: Howard Computers**  
**Address: P.O. Box 1590, Laurel, MS 39441**  
**Telephone: 888.912.3151**  
**Fax: 601.399.5077**  
**E-mail: [Kturner@howardcomputers.com](mailto:Kturner@howardcomputers.com)**

**4. Servicing Subcontractors:**

Servicing Subcontractors will vary from State to State. Please refer to Howard Computers' website for a listing of authorized subcontractors. All orders and payments need to be processed directly to Howard Computers. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous

communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

**Signatures as required by State Statutes, Rules or Policies**

Name: Billy W. Howard, Sr.

Name: Tom Wade

Name (print): Billy W. Howard, Sr.

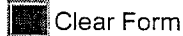
Name (print): Tom Wade

Title: CEO

Title: Executive Director

Date: 12/02/04

Date: 12/13/04



STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES AND USE TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER OR DEALER  
EFFECTIVE JULY 1, 2000

To: Howard Computers (SUPPLIER) (MM/DD/YY) 08/27/04 (DATE)

580 Eastview Drive, Laurel, MS 39443  
(ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

Georgia State Government

(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

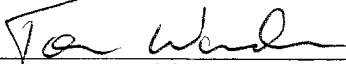
Georgia Technology Authority on behalf of authorized State of GA users  
of this agreement (PURCHASER'S FIRM NAME)

56700047K

(CERTIFICATE OF REGISTRATION NO.)

100 Peachtree Street, Suite 2300, Atlanta, GA 30303

(ADDRESS)

By   
(SIGNATURE)

Title CIO, State of Georgia  
(OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.