

PARTICIPATING ADDENDUM

hereinafter "Addendum"

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27164

Between

Hewlett-Packard Company

hereinafter "Contractor"

and

the State of Florida

hereinafter "Participating Entity"

(Participating Entity Contract Number 250-WSCA-10-ACS)

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1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by the State of Florida Department of Management Services, on behalf of all Eligible Users (as that phrase is defined in § 60A-1.005, Florida Administrative Code). This entity has been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

- a. Exclusions: Any Computer Equipment, Peripherals, and Related Services which are available under any State Term Contract managed by the Department of Management Services for the State of Florida must be acquired under the State Term Contract, and must be deleted from the WSCA/NASPO PC price list applicable to the State of Florida.
- b. In order to complete any transaction between the Approved Buyer and the Contract vendor, the vendor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C., is hereby incorporated by reference. Unless exempt as provided in rule 60A-1.032, F.A.C.; all transactions are subject to a transaction fee of 1.0% pursuant to the rule.
- c. The provisions of section 287.058(1)(a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services, the provisions of 287.058(1) (b), (d), and (e), F.S. are also incorporated by reference.
- d. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The vendor shall comply with sections 11.062,

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F.S. and 216.347, F.S., prohibiting use of funds to lobby the Legislature, Judiciary, or state agencies.

e. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

f. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

g. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement or the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the Contractor waives any right to jury trial that it may have.

h. In the event of any conflict between the terms of this Agreement and the Contract, the terms contained in this Agreement shall supercede.

. Transaction Fee: The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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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 agreement.

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 subject to being removed from the Department of Management Services' vendor list as provided in rule 60A-1.006, F.A.C.

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014.

The authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. Lease Agreements

Agencies may lease equipment through alternative financing arrangements other than CEF. This option is governed by § 287.063 and 287.064, Florida Statutes; Rule 691-3, Florida Administrative Code; and Comptroller Memorandums 10 (1992-93), 13 (1985-86), 04 (1995-96), and 07 (1995-96). The Department of Financial Services (DFS) Finance and Leasing Section will review proposed leases to determine compliance with all requirements and to ensure leases are economical and cost effective. The Contractor and Customer (working together) will be required to complete and submit to DFS the "Application to Lease Equipment (DFS-A1-411)" for any lease valued at \$250,000 or more. A copy of the form may be found at the DFS website:

http://www.myfloridacfo.com/aadir/statewide_financial_reporting/financing.htm

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Each piece of equipment or service offered on this WSCA Participating Addendum shall be available for lease. The customer is authorized to enter into a lease agreement for equipment by issuance of a purchase order referencing this contract number and that incorporates the manufacturer's lease terms and conditions as approved by DFS.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Mike Chambers
Address: 2425 Tall Timbers Trail, N.E.; Marietta, Georgia 30066
Telephone: 770.627.3588
E-mail: mike.chambers@hp.com

Participating Entity

Name: The Florida Department of Management Services
Address: 4050 Esplanade Way, Suite 360, Tallahassee, Florida 32399
Attn: Mark Foss, Lead Purchasing Analyst, Information
Technology Team
Telephone: 850.488.1086
Fax: 850.414.6122
E-mail: mark.foss@dms.myflorida.com

7. Servicing Subcontractors:

Only those HP Authorized subcontractors and/or resellers and service providers attached hereto or as listed on the HP/State website at www.hp.com/buy/wscalii are eligible to support the Price

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Agreement. The listed HP Authorized reseller agents and service providers are those providers included in HP's Partner One Reseller and/or Reseller Agent Program, and as approved by the Participating Entity and HP.

Orders and payments are to be handled by HP directly.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Master Price Agreement Number: B27164

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master 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 Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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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

State of Florida, Department of Management Services

Charles W. Covington

Signature

Charles W. Covington

Printed Name

Director of State Purchasing

Title

10/12/09

Date

Hewlett-Packard Company

Judith M. Alexander, Esq.

Signature

Judith M. Alexander, Esq.
Public Sector Contracts

Printed Name

Title

10-9-09

Date

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

By: *Karen Armstrong*

Date: *10-7-09*