

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WESTERN STATES CONTRACTING ALLIANCE (WSCA/NASPO) PC CONTRACT MASTER PRICE AGREEMENT NUMBER B27161 FOR COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Between

EMC Corporation

[hereinafter "Contractor"]

and

State of Florida

State Term Contract Number 250-WSCA-10-ACS

The State of Florida Department of Management Services (the "Department") is authorized by Section 287.042(16) Florida Statutes to evaluate contracts let by the Federal Government, another state, or a political subdivision and, when determined in writing to be cost-effective and in the best interest of the State, to enter into agreements authorizing agencies (as defined by s. 287.012(1) F.S.) to make purchases under such contracts.

The Department has evaluated the WSCA/NASPO PC Contract Master Price Agreement No. B27161 for Computer Equipment, Peripherals, and Related Services, together with any amendments and exhibits thereto, (hereinafter the "Contract"), and hereby acknowledges in writing that authorizing use of the Contract and this Addendum is cost-effective and in the best interest of the State.

- A. Scope:** This Addendum is to the Contract, attached hereto and incorporated herein as Exhibit 1, led by the State of Minnesota for use by Florida agencies and Eligible Users (as that phrase is defined in Rule 60A-1.005, of the Florida Administrative Code).
- B. Changes and Additions to the Contract:** Upon execution of this Addendum, the Department and all Eligible Users may purchase products and services under contract using the Florida alternate contract source number 250-WSCA-10-ACS.

The Department and Eligible Users acknowledge and agree to be bound by the terms and conditions of the Contract except as otherwise specified in this Addendum.

1. The following are modifications to the Contract:
 - a. PUR 1000 Form: The Department Purchasing Form PUR 1000, General Contract Conditions, is attached hereto and incorporated herein as Exhibit 2.
 - b. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.
 - c. Effective Date: This Addendum shall become effective on the last date signed below and is coterminous with Exhibit 1, unless terminated earlier by the Department.
 - d. Vendor Registration and Transaction Fees: In order to complete any transaction between a Eligible User and the Contractor, the Contractor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in [MyFloridaMarketPlace](#). Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.

- e. Orders: In order to procure products and services hereunder, Eligible Users shall issue purchase orders or use a Purchasing Card which shall reference the Department of Management Service's contract number 250-WSCA-10-ACS. Eligible Users are responsible for reviewing the terms and conditions of this Addendum including all Amendments and Exhibits. Neither the Department nor WSCA-NASPO is a party to any purchase order issued hereunder.
- f. Compliance with Laws: The Contractor 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, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern this Addendum. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the contract.
- g. Other Eligible Users: If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the Contract, the Eligible User is responsible for signing a separate contract with the Contractor and capturing that additional contract language therein.
- h. Provisions of section 287.058, Florida Statutes: The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- i. Public Records: If, under this Addendum, the Contractor is providing services and is acting on behalf of the Department as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and subsection 119.07(1).
- j. The State of Florida's performance and obligation to pay under this Addendum is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

C. Contract Document: This Addendum and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of this contract.

- D. Event of Dispute:** In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:
- a. This Participating Addenda
 - b. Exhibit 2, PUR 1000
 - c. Exhibit 1, WSCA-NASPO Master Price Agreement Number B27161
 - d. Exhibit 3, Preferred Pricing Affidavit
- E. Intellectual Property:** The parties do not anticipate that any intellectual property will be developed as a result of this Addendum. However, any intellectual property developed as a result of this Addendum will belong to and be the sole property of the Eligible User. This provision will survive the termination or expiration of the contract.
- F. Employment Eligibility Verification:** Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.
- G. Preferred Price Affidavit Requirement:** The Department will provide the Preferred Pricing Affidavit, incorporated by reference as the attached Exhibit 3, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.
- H. Scrutinized Company List:** In executing this Addendum, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.
- I. Ordering Instructions:**
1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for Eligible Users to use for product and/or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the Contract; and
 - b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing and updating this list of authorized resellers or distributors for use to the Department.
 2. Contractor must be able to accept Purchase Orders (PO) via fax, e-mail, or cXML as identified in J.1 below.
- J. Electronic Invoicing:** The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP within ninety (90) days from contract effective date. Electronic invoices shall be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below:
1. cXML (commerce eXtensible Markup Language)
This standard establishes the data contents required for invoicing via cXML within the context of

an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

2. EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

3. PO Flip via AN

The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, 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 State and the third party provider 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.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- K. Contract Quarterly Reports:** The Contractor shall submit a Quarterly Report in the required format electronically to the Department within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the contract.

Initiation and submission of the Report are the responsibility of the Contractor without prompting or notification by the Department.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the contract.

- L. Business Review Meetings:** The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

- M. Commitment to Diversity in Government Contracting:** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program., please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of the contract.

N. Subcontractors: The Contractor may use a subcontractor in order to provide adequate equipment and services. All subcontractors shall be the direct responsibility of the Contractor that entered into such subcontract. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor shall be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s). The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

O. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

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

Lead State

Name: Susan Kahle
Address: 112 Admin Bldg., St Paul, MN 55155
Telephone: (651) 201-2434
Fax: (651) 297-3996
Email: susan.kahle@state.mn.us

Contractor

Name: Kristine French
Address: 2999 Douglas Blvd, #275, Roseville, CA 95661
Telephone: (916) 797-7044
Email: kristine.french@emc.com

Participating State

Name: Brian Leger
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone: (850) 410-0978
Email: brian.leger@dms.myflorida.com

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

Participating State: Florida	Contractor: EMC Corporation
By:	By:
Name: Kelley Scott	Name:
Title: Director of State Purchasing and Chief Procurement Officer	Title:
Date:	Date: