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Department of Management Services

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Computer Equipment, Peripherals, and Services43211500-WSCA-15-✓ ACS

	Contract Details
Effective Period	09/30/2015 through 03/31/2020 ✓
Contract Type	Alternate Contract Source
Contract Information	<ul style="list-style-type: none">• Contractors• Pricing• Product Categories• How to Use This Contract• Employee Discounts
Contract Documents	Master Agreements Participating Addenda Amendments and Memorandums
Contract Administration	<ul style="list-style-type: none">• Christopher McMullen (850) 922-9867• christopher.mcmullen@dms.myflorida.com
Commodity Codes	UNSPSC-43211500, UNSPSC-43211600, UNSPSC-43211900
Description	

This alternate contract source (ACS) authorizes the use of the National Association of State Procurement Officials' ValuePoint Program (NASPO ValuePoint) Computer Equipment, Peripherals and Services contract, which was competitively solicited and awarded by the State of Minnesota.

Benefits

- This contract is available only for products not on state term contracts.
- WSCA participating addendums are entered on behalf of governmental entities in Florida for Ace, Apple, Ciara, Cisco, CTL, Dell, EMC, Firefly, Fujitsu, Hitachi, Howard, HP, IBM, Lenovo, Microsoft, Microtech, NetApp, Nimble, Panasonic, Pure Storage, Samsung, Transource, and Xiotech.

AMENDMENT NO.: 1 - Renewal ✓

PARTICIPATING ADDENDUM

NASPO ValuePoint Cooperative Procurement Program

COMPUTER EQUIPMENT MASTER AGREEMENT

Administered by the State of Minnesota

Master Agreement No: MNWNC-

And

The State of Florida

Alternate Contract Source No. 43211500-WSCA-15-ACS ✓

This Amendment ("Amendment") effective April 1, 2017, to the Computer Equipment, Peripherals, & Services Contract No. 43211500-WSCA-15-ACS ("Contract"), between the State of Florida, Department of Management Services ("Department") and ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

Contract Renewal. The Department hereby executes its renewal option for a three (3) year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is March 31, 2020. ✓

I. Public Records. The Participating Addendum is amended to add the following:

If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

II. Annual Appropriation. The Participating Addendum is amended to add the following: Pursuant to section 287.0582, F.S., if the ACS binds the State or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the ACS is contingent upon an annual appropriation by the Legislature.



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD WITH

Hewlett Packard Company

FOR

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services)

To: Hewlett-Packard Company
3000 Hanover Street
Palo Alto, CA 94304

CONTRACT NO:

MNWNC-115

Contract Vendor Administrator:
Debra Lee
Email: debra.lee@hp.com
Phone: 847.537.0344

CONTRACT PERIOD:

April 1, 2015, or upon final
executed signatures,
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. HEWLETT-PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Signature

Printed Name

Matthew L. Keck

Title:

Senior Counsel

Date:

2/12/15

By:

Signature

Printed Name

Title:

Date:

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 18C.03, subd. 3.

By:

Signature

Title:

Date:

2/17/15

Master Agreement Administrator

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By:

Signature

Title:

Date:

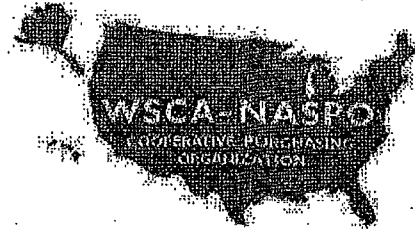
Original signed

FEB 26 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

- 12. LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
- 13. FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
- 14. DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.





COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING HP LIST PRICE		LINK:	
2. BAND DISCOUNTS		CATEGORY CODE	MINIMUM DISCOUNT
BAND 1 DESKTOP		1M	16%
BAND 2 LAPTOP		2M	12%
BAND 3 TABLET		3M	20%
BAND 4 SERVER		4M	14%
BAND 5 STORAGE		5M	20%
Category Exception: Promotions/Smart Buys		PROMO	1%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.			
3. THIRD PARTY PRODUCTS		TPH	10%
Category Exception: Third Party Software		TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items		4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.			
4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services			
Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro			
5. LEASING			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.			
a. Big Deal Pricing: Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.			
b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.			
c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.			
d. Contact HP for detailed list of additional discounts provided.			