

**Bid Tabulation Packet
for
Solicitation 2016-126**

Arbitrator Cameras

Bid Designation: Public



City of Delray Beach

Bid #2016-126 - Arbitrator CamerasCreation Date **Jun 30, 2016**End Date **Jul 14, 2016 2:00:00 PM EDT**Start Date **Jun 30, 2016 9:47:26 AM EDT**Awarded Date **Not Yet Awarded**

2016-126--01-01 Panasonic Arbitrator 360 MK3 HD Camera Kit					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CDW Government	First Offer - \$4,398.00	10 / each	\$43,980.00	Y	
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-126--01-02 Panasonic 1-yr Arbitrator 360 SW Maintenance					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CDW Government	First Offer - \$149.00	10 / each	\$1,490.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-126--01-03 Panasonic Arbitrator Detector Cable (Lind Electronics)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CDW Government	First Offer - \$39.87	10 / each	\$398.70		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-126--01-04 Panasonic Arbitrator G-FORCE Sensor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CDW Government	First Offer - \$218.00	10 / each	\$2,180.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-126--01-05 Panasonic 2-yr Arbitrator 360 Extended Warranty					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CDW Government	First Offer - \$420.00	10 / each	\$4,200.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-126--01-06 Panasonic Trinus Wireless Microphone 900MHZ					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CDW Government	First Offer - \$520.00	10 / each	\$5,200.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-126--01-07 Panasonic Backseat Camera					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CDW Government	First Offer - \$382.00	8 / each	\$3,056.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

CDW Government			\$60,504.70 (7/7 items)		
Bid Contact Mike Lamdagan			Address 220 N Milwaukee Ave		
pso@cdwg.com			Vernon Hills, IL 60061		
Ph 312-705-9064					
Fax 847-990-8079					
Agency Notes:			Supplier Notes:		

**

CDW Government

Bid Contact **Mike Lamdagan**
pso@cdwg.com
Ph 312-705-9064
Fax 847-990-8079

Address **220 N Milwaukee Ave**
Vernon Hills, IL 60061

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
2016-126--01-01	Panasonic Arbitrator 360 MK3 HD Camera Kit	Supplier Product Code:	First Offer - \$4,398.00	10 / each \$43,980.00	Y
2016-126--01-02	Panasonic 1-yr Arbitrator 360 SW Maintenance	Supplier Product Code:	First Offer - \$149.00	10 / each \$1,490.00	
2016-126--01-03	Panasonic Arbitrator Detector Cable (Lind Electronics)	Supplier Product Code:	First Offer - \$39.87	10 / each \$398.70	
2016-126--01-04	Panasonic Arbitrator G-FORCE Sensor	Supplier Product Code:	First Offer - \$218.00	10 / each \$2,180.00	
2016-126--01-05	Panasonic 2-yr Arbitrator 360 Extended Warranty	Supplier Product Code:	First Offer - \$420.00	10 / each \$4,200.00	
2016-126--01-06	Panasonic Trinus Wireless Microphone 900MHZ	Supplier Product Code:	First Offer - \$520.00	10 / each \$5,200.00	
2016-126--01-07	Panasonic Backseat Camera	Supplier Product Code:	First Offer - \$382.00	8 / each \$3,056.00	
Supplier Total					\$60,504.70

CDW GovernmentItem: **Panasonic Arbitrator 360 MK3 HD Camera Kit****Attachments**

CDW Response Bid No. 2016-126.pdf

[illegible]

CDW-G PEOPLE WHO GET IT™



One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: (847)465-6000
Fax: (847)419-6200
Toll-free: (800)808-4239

CDWG.com

City of Delray Beach
100 NW 1st Ave.
DelRay Beach, FL 33444

14 July 2016

Subject: Bid No. 2016-126

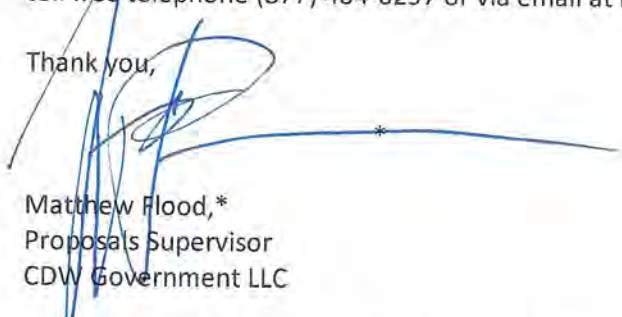
CDW Government LLC (CDW•G), the country's leading IT solutions provider, is pleased to present this response to the **City of Delray Beach**.

CDW/CDW•G currently employs over 6500 co-workers across the United States and in Canada. We offer more than 100,000 products from industry leading manufacturers. Our products are housed in two state-of-the-art distribution centers, which are equipped to ensure that the **City of Delray Beach** gets "the right products, right away." Our strength is in servicing large numbers of customers with multiple orders, while adding valuable services. Here are a few of the reasons our customers return to us time and again:

- Dedicated, trained, professional account managers and field teams, who will respond and consult with your staff, to ensure that your specific needs are being met.
- Around-the-clock access to customized online tools and resources that can be found on our award-winning website, www.cdwg.com.
- Efficiency - receive all orders in a timely fashion. Most of CDW•G's in stock, credit released orders ship the same day the order is placed.

If you have any questions concerning this response, please contact your Account Manager, Bart Heckman via toll free telephone (877) 404-6297 or via email at barthec@cdwg.com.

Thank you,



Matthew Flood,*
Proposals Supervisor
CDW Government LLC

** CDW Government (CDW-G) submits this bid response subject only to the terms and conditions contained in the current Florida Panasonic NVP Contract. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of the current Florida Panasonic NVP Contract shall not apply to any transaction(s) that results from CDW-G's submission of its bid response and such transaction(s) shall be subject only to the terms and conditions of the current Florida Panasonic NVP Contract.*

CDW•G Company Overview

CDW is a Fortune 500 company and a leading provider of integrated information technology ("IT") solutions in the U.S. and Canada. We help a customer base of more than 250,000 small, medium and large business, government, education and healthcare customers by delivering critical solutions to their increasingly complex IT needs. Our broad array of offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. Our product portfolio includes more than 360,000 products from more than 1,400 brands. We provide these solutions through a large and experienced sales force and service delivery team consisting of more than 4,300 coworkers, including nearly 1,400 highly skilled technology specialists and engineers.

We are a leading U.S. sales channel partner for many original equipment manufacturers ("OEMs") and software publishers (collectively, our "vendor partners"), whose products we include in our offerings. We believe we are an important extension of our vendor partners' sales and marketing capabilities, providing them with a cost-effective way to reach customers and maintain a consistent brand experience through our established end-market coverage and extensive customer access. In 2015, we generated over \$1 billion of revenue for three of our vendor partners and over \$100 million of revenue for an additional 12 of our vendor partners. Our annual net sales for 2015 were \$12.9 billion.

We are a leading U.S. sales channel partner for many original equipment manufacturers ("OEMs") and software publishers (collectively, our "vendor partners"), whose products we include in our offerings. We believe we are an important extension of our vendor partners' sales and marketing capabilities. We provide a cost-effective way to reach customers and maintain a consistent brand experience through our established end-market coverage and extensive customer access. In 2015 we generated over \$1 billion of revenue for each of our vendor partners and over \$100 million of revenue for an additional 11 of our vendor partners. Our annual net sales for 2015 were \$12.9 billion.

Company Quick Facts

Headquarters:

Vernon Hills, IL

Annual Net Sales (2015):

\$12.9 Billion

Number of Customers:

250,000+

Number of Coworkers: 8,400

Number of Locations: 26

We provide value to our customers by simplifying the complexities of technology across design, selection, procurement, integration, and management. Our goal is to have our customers, regardless of size, view us as an indispensable extension of their IT staffs. We seek to achieve this goal by providing our customers with superior service through our large and experienced sales force and service delivery teams. Our multi-brand offering approach enables us to identify the products or combination of products that best address each customer's specific organizational IT requirements.

Our customers include private sector businesses, government agencies and educational and healthcare institutions. We serve our customers through service delivery teams and channel-specific sales teams with extensive technical skills and knowledge of the specific markets they serve. This market segmentation allows us to customize our offerings for our customers, who often do not have the expertise or resources to effectively evaluate and to optimally implement IT solutions. We currently have five dedicated customer channels: small business, medium/large business, government, education and healthcare, each of which generated over \$1 billion in net sales in 2015. The scale and diversity of our customer channels provide us with multiple avenues for growth and a balanced customer base to weather economic and technology cycles.

Corporate Structure

CDW Government, LLC is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Corporation, which is a publically traded entity under NASDAQ, ticker symbol "CDW".

Rapid Growth

CDW was founded in 1984 as a home-based business. CDW employs approximately 8,400 coworkers. Sales for the past five years are shown in the chart to the right.

We attribute our tremendous growth to our strong strategic partnerships, large on-site inventories, on-line procurement management tools, efficient operations, technical expertise, and commitment to each of our customers. CDW's past annual reports and other financial releases can be found online at cdw.com.

Year	CDW Sales (in billions)
2015	\$12.9
2014	\$12.1
2013	\$10.8
2012	\$10.1

Additional documentation may be viewed through the Financial Information page of CDWG.com or at the following link: <http://investor.cdw.com/financials.cfm>.

Product Mix

CDW is a leading provider of technology solutions for business, government, education and healthcare. We offer over 1,400 brands, from well-established companies such as APC, Apple, Cisco, EMC, Hewlett-Packard, IBM, Lenovo, Microsoft, NetApp, Symantec and VMware to emerging vendor partners such as Drobo, Fusion-IO, Meraki, Nimble Storage, Sophos and Splunk. Our coworkers have enabled us to achieve the highest level of certification from major vendor partners such as Cisco, EMC and Microsoft. These certifications reflect the extensive product and solution knowledge and capabilities that we bring to our customers' IT challenges. They also provide us with access to favorable pricing, tools and resources (including vendor incentive programs), which we use to provide additional value to our customers. Our vendor partners also regularly recognize us with top awards and select us to develop and grow new customer solutions.

Our offerings range from discrete hardware and software products/services to complex integrated solutions that include one or more of these elements. We believe our customers increasingly view technology purchases as *integrated* solutions rather than discrete product and service categories. Our hardware products include notebooks/mobile devices (including tablets), network communications, enterprise and data storage, video monitors, printers, desktop computers and servers.

Our software products include application suites, security, virtualization, operating systems, network management and Software as a Service ("SaaS") offerings. We also provide a full suite of value-added-services, which range from basic installation, warranty and repair services to custom configuration, data center and network implementation services, including managed Infrastructure as a Service ("IaaS") offerings.

CDW•G Gets IT

From classrooms to warehouses, boardrooms to battlefields, CDW•G's solution architects and advanced technology engineers have been designing, implementing and managing technology, communication and security solutions for growing businesses, leading universities, healthcare providers and all branches of the U.S. government for more than 30 years.

Whether you need software, network communications, notebooks/mobile devices, data storage, video monitors, desktops or printers—or you require more advanced virtualization, collaboration, security, mobility, data center optimization and cloud computing solutions—CDW•G gets it. Our team of technology experts and dedicated account managers can tailor equipment, individual software or an entire network to deliver the most effective and sustainable results for your needs.

CDW•G's just-in-time inventory model and multiple distribution centers will ensure you have the products and solutions you need when you need them.

That's what you expect from a trusted partner.

And that's what you get from CDW•G.

Why Buy IT From CDW-G?



WE HAVE THE TOOLS AND THE TALENT

- **Dedicated account managers.** With CDW-G, you get a dedicated account manager who is your single point of contact. He or she is there to provide an in-depth approach, do the research for you and ensure you're getting the technology best suited to your needs. Your account manager is backed by a team of experienced, certified specialists who can help you through every stage of your project's lifecycle.
- **Solution architects.** Our on-staff solution architects can customize solutions for your complex technology needs.
- **Experts.** Our specialty teams include experts certified in a wide range of technologies including servers and storage, unified communications, security, wireless, power and cooling, networking, software licensing, mobility solutions and more.
- **Added value.** We provide a portfolio of value-added services including web-based tools, ROI calculators, automated software license management and asset management.
- **Third-party services.** We work with a trusted network of service providers to offer IT services like onsite installations, warranties and managed services.

OUR STRENGTHS

- CDW-G is a leader in public-sector customer service and product knowledge. Our account teams can assist with everything from presales assessment and design to post-sale support.
- We offer more than 1,000 leading technology brands of hardware, software, peripheral products and services support.
- Our state-of-the-art distribution centers in Las Vegas and Chicago house nearly 1 million square feet of warehousing and configuration space.
- We hold numerous contracts and preferred vendor awards for federal government, state and local government, and educational institutions.
- My Account extranets provide customized access to your account team, product information, purchase history, quotes and order status — plus, you can manage asset tagged items and order configured systems.

WE HAVE AN EXPERT FOR EVERY TECHNOLOGY SOLUTION AREA

- Audio/Visual
- Cloud Computing
- Collaboration Technology
- Data Center Optimization
- Managed Print Services
- Networking
- Power and Cooling
- Security
- Software Licensing and Management
- Sports and Stadium Technology
- Storage
- Total Mobility Management /BYOD
- Unified Communications
- Virtualization

OUR CERTIFICATIONS AND AWARDS

- Adobe Channel Partner of the Year (2013)
- AirWatch's Enterprise Mobility Excellence Awards (2013)
- Aruba Networks Top Partner of the Year (2014)
- Aruba Networks Top Partner of the Year (2015)
- Association of Educational Publishers (AEP) Beacon Award for GetEdFunding.com, CDW-G — sponsored (2013)
- Autodesk North American Partner of the Year (2015)
- Cisco Public Sector SLED Partner of the Year (2014)
- Cisco Meraki Elevate SLED Partner of the Year (2014)
- Cisco Commercial Partner of the Year (2014)
- Cisco Capital Partner of the Year (2014)
- Cisco's Global Data Center Partner of the Year (2014)
- Cisco Americas Services Partner of the Year (2014)
- Corporate Champions for Children Award — Lurie Children's Hospital of Chicago (2013)
- EMC Federal Partner Award (2014)
- EMC Velocity Awards — Two Honors (2013)
- No. 56 America's Best Employers: Forbes Magazine (2015)
- Fortinet Top Partner of the Year (2014)
- Fortune 500 — Ranked No. 253 on List of America's Largest Corporations — Fortune Magazine (2014)
- Google Chrome Global Partner of the Year (2013)
- Juniper Performance Partner of the Year (2013)
- Key Citrix North America Partner (2013)
- Lenovo's Largest Reseller Worldwide (2014)
- MEC Partner of the Year (2014)
- Military Times 2015 "Best for Vets" Employer list
- NJPA Legacy Award (2014)
- No. 26 on the Top 100 Military Friendly Employers — G.I. Jobs (2014)
- NetApp National Partner of the Year (2014)
- Office 365 Sales Achievement Award (2014)
- Symantec Platinum Partner (2014)
- U.S. Growth Reseller of the Year — Pan-HP (2014)
- U.S. Windows Devices Partner of the Year (2014)
- VMware Public Sector Partner of the Year (2014)
- VMware NSX Federal Partner of the Year (2014)

Visit Us Online Today.



FEDERAL GOVERNMENT

Federal agencies fulfill their missions in many different environments and locations – and in each, technology plays a strategic role. Technology products and services provided by CDW-G help federal IT professionals achieve their goals for consolidation, optimization and efficiency, and succeed in their IT missions.

See how CDW-G can help your federal agency make the most of your IT investments: CDWG.com/federal



STATE AND LOCAL GOVERNMENTS

State and local government agencies are using technology to make them more efficient and allowing them to do more with less to meet the growing needs of their communities. Our partnerships with industry-leading IT vendors provide services and solutions that help you better serve the needs of your citizens including data center, networking, cloud computing, security, video, telephony and mobile technologies.

Learn how CDW-G can help you maximize the value of your IT investments: CDWG.com/stateandlocal



K-12 EDUCATION

Students and educators alike are excited about the modern-day classroom, which uses technologies such as mobile devices, interactive technology and engaging learning spaces to make teaching and learning more effective. Digital curriculum is allowing students to absorb instruction quicker and collaborate with their peers. CDW-G understands K-12 education and will help you discover the solutions that can help improve learning outcomes, while keeping your classrooms connected and networks secure.

Learn more about how CDW-G is dedicated to the success of your students: CDWG.com/k12



HIGHER EDUCATION

The next generation of college students is using mobile devices, cloud computing and collaborative technology to communicate and learn. And to best accommodate learners, instructors are adopting these technologies into their curriculum, causing a strain on networks, data overload, security stress, privacy concerns and control issues. CDW-G understands your needs and offers a comprehensive list of solutions to help your institution get prepared for the school year, including: total mobility management, networking, data center optimization, cloud computing and security.

Learn more about how CDW-G is dedicated to the success of your campus: CDWG.com/hied

800.808.4239 | CDWG.com

CDW Corporate Structure including International Entities
as of 5/19/2016

Company	Title or Positions Held	Serving as Non-Employee Director	Outside Boards	
			Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company - Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)				
Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061		CIK# 0001498446		
FEIN: 36-4230110	IL File # 02909235	DUNS # 02-615-7235	NAICS #454113	
BOARD OF MANAGERS				
Thomas E. Richards				
Christina V. Rother				
BOARD ELECTED OFFICERS				
Thomas E. Richards	Chairman and Chief Executive Officer			
Christina V. Rother	President			
Douglas E. Eckrote	Senior Vice President - Strategic Solutions and Services			
Ann E. Ziegler	Senior Vice President and Chief Financial Officer			
Neil B. Fairfield	Vice President and Controller			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Christine A. Leahy	Secretary			
Pooja Bansal	Assistant Treasurer	5/19/2016		
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Lora Lavery	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

City of Delray Beach

7/19/2016

BidSync

Form 1
Bid Submittal Signature Page

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: CDW Government LLC

Street Address: 230 N. Milwaukee Ave., Vernon Hills IL 60061

Mailing Address (if different from Street Address):

Telephone Number(s): (877) 404-6297 (Bart Heckman, Account Manager)

Fax Number(s): (312) 705-9472

Email Address: barthec@cdwg.com

Federal Identification Number: 36-4230110*

*CDW Government LLC is disregarded as an entity separate from its owner (CDW LLC) for federal income tax purposes. Accordingly, for all issues concerning federal income taxes please revert to the CDW LLC (parent) FEIN: 36-3310735. CDW LLC is a single-member LLC that elects to file federal income taxes as a corporation.

Signature

7/14/2016

Date

Matthew Flood, Proposals Supervisor

Printed Name and Title

By signing this document, the Bidder agrees to all terms and conditions of the ITB.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SUBMIT THIS FORM EXECUTED BY AN AUTHORIZED REPRESENTATIVE WHERE INDICATED SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS BID.

Form 2
Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a Bid on a Bidder to provide any goods or services to a public entity; may not submit a Bid on a Bidder with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Bidder with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Bidders list.

Acknowledged by:

CDW Government LLC

Firm Name (print)

Signature

7/14/2016

Date

Matthew Flood, Proposals Supervisor

Printed Name and Title

Form 3
Drug-Free Workplace

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or Bidderual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or Bidderual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

CDW Government LLC

Firm Name (print)

Signature

7/14/2016

Date

Matthew Flood, Proposals Supervisor

Printed Name and Title

Form 4
Conflict of Interest Disclosure Form

The award of this ITB is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Bidders/bidders/Bidders must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City.

Furthermore, all Bidders must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this ITB.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Bidder and, if applicable attach supporting information:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

CDW Government LLC
 Firm Name (print)

Signature

7/14/2016
 Date

Matthew Flood, Proposals Supervisor
 Printed Name and Title

Disclose the name of any officer, director or agent of Bidder who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests exist enter N/A.

Form 5
Acknowledgment of Addenda

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this ITB. The Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF AGENT	TITLE OF AGENT	SIGNATURE OF AGENT
N/A				

CDW Government LLC
 Bidder (firm name)

Signature

7/14/2016

Date

Matthew Flood, Proposals Supervisor
 Printed Name and Title

Form 6
Schedule of Pricing

- A. PRICE:** Bidder must submit pricing per the requirements and specification detailed in this ITB.
- B. ALTERNATE PRODUCTS:** Alternate products of equal specifications will be considered. **In order for an alternate product to be considered, a request must be made by Bidder prior to the Deadline for Delivery of Questions.** Bidder may be required to submit information and documentation supporting their claim that the purported alternate is equal to the product specified in this ITB with its request for consideration. The City in its sole discretion will determine if the alternate product meets the requirements of this ITB. If an alternative is approved by the City, an addendum will be issued acknowledging the approved alternate product and allowing Bids to be submitted with the alternate product.

<i>ITEM</i>	<i>QTY</i>	<i>UOM</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
1			Panasonic Arbitrator 360 MK3 HD Camera Kit	\$ 4,398.00	\$ 43,980.00
2			Panasonic 1-yr Arbitrator 360 SW Maintenance	\$ 149.00	\$ 1,490.00
3			Panasonic Arbitrator Detector Cable (Lind Electronics)	\$ 39.87	\$ 398.70
4			Panasonic Arbitrator G-FORCE Sensor	\$ 218.00	\$ 2,180.00
5			Panasonic 2-yr Arbitrator 360 Extended Warranty	\$ 420.00	\$ 4,200.00
6			Panasonic Trinus Wireless Microphone 900MHZ	\$ 520.00	\$ 5,200.00
7			Panasonic Backseat Camera	\$ 382.00	\$ 3,056.00
TOTAL BID PRICE					\$ 60,504.70

C. MANUFACTURER

<i>MANUFACTURER</i>	<i>MODEL</i>

D. SUPPORTING DOCUMENTATION:

Submit the following supporting documentation with your Schedule of Pricing:

- i. Confirmation that Bidder is an authorized distributor of Panasonic Arbitrator Cameras.
- ii. Documentation regarding any and all warranties and guaranties.

E. JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Bidder will extend same price, terms, and conditions of this Bid to other governmental agencies?

☒ Yes

☐ No

F. BID INFORMATION WAS OBTAINED FROM:

☒ BidSync

☐ Newspaper Ad

☐ City Hall

☐ Other (specify) _____

QUOTE CONFIRMATION



DEAR MARLO DAHL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HFPZ905	7/11/2016	PAN ARB	600258	\$60,504.70

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PANASONIC ARBITRATOR MK3 HD CAM KIT Mfg. Part#: ARB-KIT-HD Contract: Florida Panasonic NVP Computer Equipment (MNWNC-124 43211500-WSCA-1)	10	3854897	\$4,398.00	\$43,980.00
PANASONIC 1YR ARBITRATOR 360 SW MNT Mfg. Part#: CF-SVCARB2AMA1Y Electronic distribution - NO MEDIA Contract: Florida Panasonic NVP Computer Equipment (MNWNC-124 43211500-WSCA-1)	10	2009219	\$149.00	\$1,490.00
LIND ARBITRATOR DETECTOR CABLE Mfg. Part#: CBLMS-F00200 Contract: Standard Pricing	10	1603456	\$39.87	\$398.70
PANASONIC ARBITRATOR G-FORCE SENSOR Mfg. Part#: TGS-3DP Contract: Florida Panasonic NVP Computer Equipment (MNWNC-124 43211500-WSCA-1)	10	1466390	\$218.00	\$2,180.00
PANASONIC 2YR ARBITRATOR 360 EXT WTY Mfg. Part#: CF-SVCARB2EX2Y Electronic distribution - NO MEDIA Contract: Florida Panasonic NVP Computer Equipment (MNWNC-124 43211500-WSCA-1)	10	1917171	\$420.00	\$4,200.00
PANASONIC TRINUS WRLS MIC 900MHZ Mfg. Part#: ARB-M90 Contract: Standard Pricing	10	3855012	\$520.00	\$5,200.00
PANASONIC BACK SEAT CAMERA Mfg. Part#: ARB-WV-VC31-C Contract: Florida Panasonic NVP Computer Equipment (MNWNC-124 43211500-WSCA-1)	8	3246849	\$382.00	\$3,056.00

PURCHASER BILLING INFO		SUBTOTAL		\$60,504.70
Billing Address: CITY OF DELRAY BEACH ACCTS PAYABLE 100 NW 1ST AVE DELRAY BEACH, FL 33444-2612 Phone: (561) 243-7144 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING		\$0.00
		GRAND TOTAL		\$60,504.70
DELIVER TO		Please remit payments to:		
Shipping Address: CITY OF DELRAY BEACH MARLO DAHL 100 NW 1ST AVE DELRAY BEACH, FL 33444-2612 Phone: (561) 243-7144 Shipping Method: UPS Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Bart Heckman

|

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|

barthec@cdwg.com

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ANNUAL SUPPORT & MAINTENANCE AGREEMENT: ARBITRATOR

OVERVIEW

Toughbook Arbitrator's Annual Support and Maintenance Agreement is designed to enhance your organization's experience with our SafeServ and CommandR™ software products. Panasonic's Agreement provides unlimited phone, email, and online chat access to our technical support team, 24 hours a day, 365 days a year. Software updates and upgrades are provided at no charge. When your organization chooses Panasonic's Annual Support and Maintenance Agreement, you can be assured your users will get the support they need to manage your organization's Mobile Digital Video software solution.

Learn more: 1.800.662.3537 / panasonic.com/toughbook/services

TOUGHBOOK®

Panasonic ideas for life



SERVICE BENEFITS

- Unlimited support from our technical support team, 24 hours a day, 365 days a year.
- Access to all software updates and upgrades released during the term of the agreement.
- Real-time support for your organization to manage your Mobile Digital Video solution.

SERVICE DESCRIPTION

The Toughbook Arbitrator Annual Support and Maintenance Agreement is a sound investment because it provides software upgrade protection for your organization. Your organization's representatives will have direct access to our technical support team for troubleshooting Arbitrator hardware and software operational issues. Software fixes, updates and upgrades will be provided electronically during the term of the agreement. Hardware repair will be performed via Priority Exchange of a qualified system component or by our National Service Center as outlined in our Standard Warranty. Please refer to the warranty sheet provided with each Arbitrator 360° for more detailed information.

Our agreement provides your organization with the fastest issue resolution time because your users will be working directly with Panasonic experts. Additional VPUs purchased under an active agreement will be put on your organization's existing Annual Support and Maintenance Agreement. Annual maintenance agreements run from July 1st through June 30th. The charge for your organization's annual maintenance is based on the total number of Arbitrator 360° VPUs in use. The annual charge will be adjusted based on additional units purchased during the previous agreement term. Discounted rates apply for purchases of more than 10 VPUs and for multiple year agreements.

Since Toughbook hardware is known for outlasting its warranty, it just makes sense that your organization would want to support and maintain your organization's Mobile Digital Video software solution for the life of your hardware systems. Panasonic will provide software updates to your organization while covered under an active agreement. Additionally, we will be here to support your organization as operational issues change your internal requirements whether that is adding a server or moving to a new location.

PRICING INFORMATION

Pricing for Annual Support and Maintenance Agreements provided below is per VPU. Pricing shown below is up to 10 VPUs. Quantity discounts are available for larger installations. Discounts are available for multi-year agreements.

SKU	Description	Price*
CF-SVCARB2AMA	1-year Maintenance Agreement per VPU (up to 10)	\$300

*Specifications and prices are subject to change without notice.

Learn more: 1.800.662.3537 / panasonic.com/toughbook/services

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PARTICIPATING ADDENDUM
to the
NASPO ValuePoint Cooperative Procurement Program
COMPUTER EQUIPMENT MASTER AGREEMENT
Administered by the State of Minnesota

Master Agreement No: MNWNC-124

Panasonic

And
The State of Florida

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

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1. **Scope:** The State of Minnesota, Department of Administration, Materials Management Division publicly conducted a Request for Proposal on behalf of the State of Minnesota and the National Association of State Procurement Officials Cooperative Procurement Program (NASPO ValuePoint) resulting in Master Agreement number MNWNC-124. The Master Agreement led by the State of Minnesota along with a multi-state sourcing team, was created for use by state agencies and other entities that are authorized by that state's statutes to utilize cooperative agreements, upon written approval of the State's chief procurement official.

The Master Agreement for computer equipment (desktops, laptops, tablets, servers, and storage, and ruggedized devices, including related peripherals & services) identifies the product bands awarded to the Contractor.

This Participating Addendum (Addendum) is made and entered into as of the Effective Date by and between the State of Florida (Participating State) and Panasonic (Contractor). This Addendum allows for purchase of computer equipment from the Master Agreement. This Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

2. **Participation:** Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating State's statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. **Order of Precedence:**
In the event of a conflict, the following documents shall have priority in the order set forth below:
 - a. This Participating Addendum
 - b. Exhibit 2, PUR 1000
 - c. Exhibit 1, Minnesota NASPO ValuePoint Master Agreement No. MNWNC-124.
4. **Participating State Modifications or Additions to Master Agreement:**
 - A. Upon execution of this Addendum, all eligible users may purchase products and services under contract using the Florida alternate contract source number 43211500-WSCA-15-ACS.

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Eligible users acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Addendum.

1. The following are modifications to the Master Agreement:

- a. PUR 1000 Form: General Contract Conditions, is attached hereto and incorporated herein as Exhibit 2.
- b. Discriminatory Vendors. A vendor 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 Participating State.
- d. Vendor Registration and Transaction Fees: In order to complete any transaction between an 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. Purchases: In order to procure products and services hereunder, eligible users shall issue purchase orders or use a purchasing card which shall reference Florida alternate contract source number 43211500-WSCA-15-ACS. Eligible users are responsible for reviewing the terms and conditions of this Addendum including all Exhibits.
- 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,

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ordinances, or licensing requirements shall be grounds for termination or nonrenewal of this Addendum.

- g. **Additional Eligible User Terms:** If any additional ordinance, rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this Addendum, the eligible user is responsible for entering a separate agreement 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:** The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Addendum, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Participating State may unilaterally terminate this Addendum if the Contractor refuses to allow public access as required in this section. If, under this Addendum, the Contractor is providing services and is acting on behalf of the public agency as provided under subsection 119.011(2), Florida Statutes, the Contractor must:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (2) Provide the public with access to public records on the same terms and conditions that the public agency 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.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of this Addendum 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 public agency in a format that is compatible with the information technology systems of the public agency

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- 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.
- B. **Contract Document:** This Addendum and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of the contract.
- C. **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 Participating State. This provision will survive the termination or expiration of the contract.
- D. **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 require resellers/partners performing work or providing services under this Addendum to utilize the E-Verify system to verify employment of all new employees hired by the reseller/partner during the Addendum term.
- E. **Price List/Preferred Price:** The Contractor's price list will be the same as the WSCA-NASPO price list, and the Department will post a link on the Department's website to the price list posted on the WSCA-NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible. Paragraph 4(b) of the PUR1000 is not applicable.
- F. **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 Participating State may immediately terminate this Addendum for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized

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Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Addendum.

- G. Orders: Any Order placed by eligible users for a product and/or service available from the Master Agreement shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Agreement and this Addendum.**
- 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 Master Agreement; and**
 - b. If orders are to be sent to resellers/partners for fulfillment then the Contractor is responsible for providing and updating this list of authorized resellers/partners for use to the Participating State/Entity.**
 - 2. Contractor must be able to accept purchase orders via fax, e-mail, or cXML as identified in H.1 below.**
- H. Electronic Invoicing: The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP) within ninety (90) days from Addendum 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.

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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.

- I. **Contract Quarterly Reports:** The Contractor shall submit a Quarterly Report in the required format electronically to the Participating State/Entity within 30 days of the end of the quarter. The Participating State/Entity 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 Participating State/Entity may result in the Contractor being found in default and may result in termination of this Addendum.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Participating State/Entity may terminate this Addendum.

- J. **Business Review Meetings:** The Participating State/Entity reserves the right to schedule business review meetings as frequently as necessary. The Participating State/Entity will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Participating State/Entity for review and acceptance. The Contractor

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shall address the agenda items and any of the Participating State/Entity's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and Addendum termination.

- K. **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 Office of Supplier Diversity 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 this Addendum.

- L. **Resellers/Partners:** The Contractor may use resellers/partners in order to provide computer equipment and services. All resellers/partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Addendum. The Contractor's resellers/partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum. If a reseller/partner is authorized to conduct business on behalf of the Contractor and the reseller/partner is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the reseller/partner shall be resolved between the Contractor and the reseller/partner. The State of Florida is not a party to any agreement entered into between the Contractor and its resellers/partners. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees),

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including those of any such resellers/partners and shall ensure that all such resellers/partners meet the following requirements:

- Have an ACTIVE Registration with the Florida 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://fivendor.myfloridacfo.com>)

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

Contractor

Name	Michelle Chapin
Address	Panasonic Two Riverfront Plaza, 6 th Floor, Newark, NJ 07102-5490
Telephone	973-303-7787
E-mail	wsca@us.panasonic.com

Participating Entity

Name	Jerilyn Bailey
Address	Florida Department of Management Services 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	850-921-4072
E-mail	jerilyn.bailey@dms.myflorida.com

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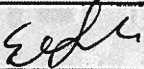
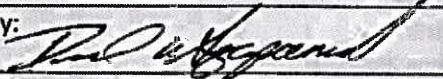
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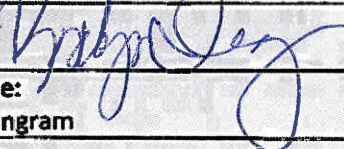
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N. Warrant of Authority: Each person signing this Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

7. Terms. The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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

Participating State: Florida	Contractor: Panasonic
By: 	By: 
Name: <i>Erin Kock</i>	Name: Donald W. Szczepaniak
Title: <i>Deputy Secretary</i>	Title: Vice President
Date: <i>8-17-15</i>	Date: <i>8/17/15</i>

Florida's Chief Procurement Officer:
By: 
Name: <i>Roz Ingram</i>
Title: <i>Director of State Purchasing and Chief Procurement Officer</i>
Date: <i>8/13/15</i>

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

**State of Florida
PUR 1000
General Contract Conditions**

Contents

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Exhibit 2
43211500-WSCA-15-ACS, Computer Equipment

- 44. Waiver.
- 45. Annual Appropriations.
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- 47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

Exhibit 2

43211500-WSCA-15-ACS, Computer Equipment

(c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

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11. 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. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. 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.

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.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor 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.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. 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, PUR 1000 (10/06)
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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.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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 contract or 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.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

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22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of

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performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

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

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

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42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.