

**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](http://www.sunbiz.org)) and in [MyFloridaMarketPlace](http://MyFloridaMarketPlace.com). 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](mailto: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](http://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](http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

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 <sup>th</sup> 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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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.

<b>Participating State:</b> <b>Florida</b>	<b>Contractor:</b> <b>Panasonic</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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

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

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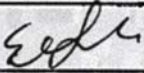
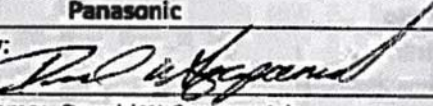
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

<b>Participating State:</b> Florida	<b>Contractor:</b> Panasonic
By: 	By: 
Name: <i>Erin Rock</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>

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

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

**AMENDMENT NO.: 1 - Renewal**

**PARTICIPATING ADDENDUM**

NASPO ValuePoint Cooperative Procurement Program

**COMPUTER EQUIPMENT MASTER AGREEMENT**

Master Agreement No: MNWNC-124

**Panasonic**

And

**The State of Florida**

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

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

**Contract Renewal.** The Department hereby executes its renewal option for a one (1) year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is March 31, 2018.

**I. Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

**II. Public Records.** The Participating Addendum is amended to add the following:  
If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

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

electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

**IV. Cooperation with the Inspector General.** Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**V. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

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

**VII. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida,  
Department of Management Services**

**Panasonic**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Erin Rock

**Name:** \_\_\_\_\_

**Title:** Chief of Staff

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

**IV. Cooperation with the Inspector General.** Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

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**VII. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,  
Department of Management Services

By: 

Name: Erin Rock

Title: ~~Chief of Staff~~ Interm. Secretary

Date: 3-31-17

Panasonic System Communications  
Company of North America, Division of  
Panasonic Corporation of North America

By: 

Name: Masaharu Nakayama

Title: President

Date: 3/28/2017



**AMENDMENT NO.: 2**

Contract Renewal

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment Peripherals & Services

**This Amendment** ("Amendment") effective as of April 1, 2018, to the Computer Equipment, Peripherals & Services Alternate Contract Source No. 43211500-WSCA-15-ACS ("ACS"), between the State of Florida, Department of Management Services ("Department") and Panasonic ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS** on April 1, 2017, the Department entered into a one (1) year renewal agreement with Panasonic. for the provisions of Computer Equipment, Peripherals & Services; and

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in section 42 ("Modification of Terms") of the PUR 1000 incorporated into the Contract; and,

**WHEREAS**, the Parties agree to renew the Contract, pursuant to section 26 of the PUR 1000, and,

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

**I. Contract Amendment.** The contract is hereby amended to remove paragraph 20 of the General Contract Conditions and to add the following paragraphs to the Participating Addendum:

**48. Information Technology Standards:** Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

**II. Contract Renewal.** The Department hereby executes its renewal option for a one year period. The new contract expiration date is March 31, 2019.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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**AMENDMENT NO.: 2**

Contract Renewal

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment Peripherals & Services

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
Panasonic

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** David Zeckman  
**Title:** Chief of Staff  
**Date:**

**Name:**  
**Title:**  
**Date:**



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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**AMENDMENT NO.: 2**

Contract Renewal

Contract No.: 43211500-WSCA-ACS

Contract Name: Computer Equipment Peripherals & Services

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
**Panasonic**

By: 

By: 

**Name:** David Zeckman

**Title:** Chief of Staff

**Date:** 3/30/2018

**Name:** Masaharu Nakayama

**Title:** President

**Date:** Mar 22, 2018





**AMENDMENT NO.: 3**

Contract Renewal

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment Peripherals & Services

**This Amendment** ("Amendment") effective as of April 1, 2019, to the Computer Equipment, Peripherals & Services Alternate Contract Source No. 43211500-WSCA-15-ACS ("ACS"), between the State of Florida, Department of Management Services ("Department") and ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS** on April 1, 2018, the Department entered into a one (1) year renewal agreement with (Vendor). for the provisions of Computer Equipment, Peripherals & Services; and

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in section 42 ("Modification of Terms") of the PUR 1000 incorporated into the Contract; and,

**WHEREAS**, the Parties agree to renew the Contract, pursuant to section 26 of the PUR 1000, and,

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

- I. Contract Renewal.** The Department hereby executes its renewal option for a one year period. The new contract expiration date is March 31, 2020.
- II. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
(Vendor)

By: \_\_\_\_\_

By: \_\_\_\_\_

**Name:** David Zeckman  
**Title:** Chief of Staff  
**Date:** <Insert Date>

**Name:** <Insert Name>  
**Title:** <Insert Title>  
**Date:** <Insert Date>



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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**AMENDMENT NO.: 3**

**Contract Renewal**

Contract No.: 43211500-WSCA-15-ACS

Contract Name: Computer Equipment Peripherals & Services

**This Amendment** ("Amendment") effective as of April 1, 2019, to the Computer Equipment, Peripherals & Services Alternate Contract Source No. 43211500-WSCA-15-ACS ("ACS"), between the State of Florida, Department of Management Services ("Department") and Panasonic ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

**WHEREAS** on April 1, 2018, the Department entered into a one (1) year renewal agreement with Panasonic for the provisions of Computer Equipment, Peripherals & Services; and

**WHEREAS**, the Parties agreed that the Contract may be amended by mutual agreement as provided in section 42 ("Modification of Terms") of the PUR 1000 incorporated into the Contract; and,

**WHEREAS**, the Parties agree to renew the Contract, pursuant to section 26 of the PUR 1000, and,

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

- I. Contract Renewal.** The Department hereby executes its renewal option for a one year period. The new contract expiration date is March 31, 2020.
- II. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida:**  
**Department of Management Services**

By: \_\_\_\_\_

**Name:** David Clark  
**Title:** Chief of Staff  
**Date:**

**Contractor:**  
Panasonic

By: \_\_\_\_\_

**Name:** Masaharu Nakayama  
**Title:** President  
**Date:** Mar 7, 2019



**AMENDMENT NO.: 2**

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

Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment to the Computer Equipment Peripherals and Services 43211500-WSCA-15-ACS ("ACS") between the State of Florida, Department of Management Services ("Department"), and Panasonic System Solutions Company of North America ("Contractor"), Division of Panasonic Corporation of North America collectively referred to herein as the "Parties," is effective upon execution by both Parties.

**WHEREAS** the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-124;

**WHEREAS** the Contract was subsequently renewed through March 31, 2020; and

**WHEREAS**, the Parties agreed that the ACS may be amended by mutual agreement.

**NOW THEREFORE**, for the mutual covenants contained herein, the Parties agree as follows:

**I. Amendment to the Participating Addendum.** The ACS is amended to change the end of the term of the participating addendum to July 31, 2021, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Amendment to the Participating Addendum.** Section 4.D., Scrutinized Company List, is amended to add the following sentence:

The Participating State may terminate this Addendum for cause if the Contractor is placed on the Scrutinized companies that Boycott Israel List or is engaged in a boycott of Israel.

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

**[signature page follows]**



**AMENDMENT NO.: 2**

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


Alternate Contract Source Name: Computer Equipment Peripherals and Services

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

By:   
Name: **Tami Fillyaw**  
Title: **Chief of Staff**  
Date: 3/31/2020 | 1:29 PM EDT

**Contractor:**  
**Panasonic System Solutions Company**  
**of North America, Division of**  
**Panasonic Corporation of North**  
**America**

By:   
Name: **Magnus McDermid**  
Title: **Sr. Vice President**  
Date: Mar 30, 2020





#### **AMENDMENT NO.: 5**

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

Alternate Contract Source Name: Computer Equipment Peripherals and Services

This Amendment No. 5 ("Amendment") to the Computer Equipment Peripherals and Services contract, contract number 43211500-WSCA-15-ACS ("ACS") between the State of Florida, Department of Management Services ("Department"), and Panasonic Corporation of North America D/B/A Panasonic System Solutions Company of North America ("Contractor"), collectively referred to herein as the "Parties," is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

**WHEREAS**, the ACS was entered into by the Parties on August 15, 2015, to continue through March 31, 2017, for the provision of Computer Equipment Peripherals and Services, pursuant to State of Minnesota Master Agreement No. MNWNC-124;

**WHEREAS**, the ACS was subsequently renewed through July 31, 2021; and

**WHEREAS**, the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 42, Modification of Terms, of the PUR 1000 incorporated into the ACS.

**NOW THEREFORE**, for the mutual covenants contained herein, the Parties agree as follows:

#### **I. Amendment to the ACS.**

- a) The ACS is amended to change the end of the term of the ACS to July 31, 2022, unless terminated earlier in accordance with the ACS.
- b) Section 4.A.1.i. and Section II of Amendment No. 1, Public Records, are deleted entirely and replaced with the following:  
Public Records.  
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.



#### **AMENDMENT NO.: 5**

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

Alternate Contract Source Name: Computer Equipment Peripherals and Services

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

c)

Section 4.D., Employment Eligibility Verification, is deleted in its entirety and replaced with the following:

E-Verify: The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S.. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to



#### **AMENDMENT NO.: 5**

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

Alternate Contract Source Name: Computer Equipment Peripherals and Services

terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- d) Section 4.F., Scrutinized Company List, as amended in Amendment No. 4, is deleted in its entirety and replaced with the following:  
Scrutinized Company List: The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- e) Section 48, Information Technology, as referenced in Amendment No. 2, is deleted in its entirety and replaced with the following:  
4.O. Information Technology Standards: Pursuant to sections 282.0051 and 282.318, F.S., the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.
- f) Section 4.P., Conduct of Business, is hereby added as follows:  
Conduct of Business.  
The Contractor must 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. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.



#### **AMENDMENT NO.: 5**

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

Alternate Contract Source Name: Computer Equipment Peripherals and Services

Pursuant to section 287.057(26) Florida Statutes, the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

- g) Section 4.Q., Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists, is hereby added as follows:

Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

- h) Section 4.R., Performance or Compliance Audits, is hereby added as follows:

Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the





**AMENDMENT NO.: 5**

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

Alternate Contract Source Name: Computer Equipment Peripherals and Services

State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

- i) Section 4.S., Document Inspection, is hereby added as follows:

Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**II. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
Panasonic Corporation of North America D/B/A  
Panasonic System Solutions Company of  
North America

**By:** \_\_\_\_\_  
**Name:** J. Todd Inman  
**Title:** Secretary  
**Date:**

**By:** \_\_\_\_\_  
**Name:**  
**Title:**  
**Date:**



**AMENDMENT NO.: 5**

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

Alternate Contract Source Name: Computer Equipment Peripherals and Services

State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

- i) Section 4.S., Document Inspection, is hereby added as follows:

Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**II. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.


**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

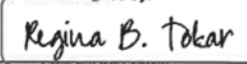
[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

By:   
**Name: J. Todd Inman**  
**Title: Secretary**  
**Date: 7/29/2021**

**Contractor:**  
Panasonic Corporation of North America D/B/A  
Panasonic System Solutions Company of  
North America

By:   
**Name: Regina B. Tokar**  
**Title: Vice President, Business Operations**  
**Date: 7/28/2021 | 5:39 PM PDT**