

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Avaya Inc.
Master Agreement No: AR603
(hereinafter "Contractor")

And

State of Florida
Alternate Contract Source Number 43220000-WSCA-14-ACS
(hereinafter "Participating State/Entity")

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1. **Scope:** Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR603 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended and which constitute Special Conditions, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

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

3. **Participating State Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

A. Eligible Users

State agencies and other eligible users (hereinafter collectively referred to as "Eligible Users" or an "Eligible User") may make purchases from this Agreement pursuant to the terms and conditions of the Contract as modified and supplemented herein.

B. Changes and Additions to the Contract

1. Upon execution of this Alternate Contract Source (ACS) agreement, the Department of Management Services (Department) and all Eligible Users may purchase products and services under the WSCA-NASPO contract No. AR603 for Data Communications Products & Services 14-19, Exhibit A.

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2. The Department and Eligible Users acknowledge and agree to be bound by the terms and conditions of the Master Agreement (Exhibit A), except as otherwise specified in this ACS.
3. The following are modifications to the Master Agreement (Exhibit A):
 - a. PUR 1000 Form: The Department Purchasing Form PUR 1000 is attached hereto and incorporated herein as Exhibit B.
 - b. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - 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: The ACS shall become effective on the last date signed below and is coterminous with Exhibit A, unless terminated earlier by the Department. Exhibit A specifies the term as June 1, 2014 through May 31, 2019 with no renewal options identified.
 - d. Vendor Registration and Transaction Fees: In order to complete any transaction between Eligible Users and the Contractor, the Contractor must be registered with the Florida 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 one percent transaction fee pursuant to the rule.

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- e. **Orders:** In order to procure products and services hereunder, Eligible Users shall issue purchase orders or use a Purchasing Card which shall reference this ACS. Eligible Users are responsible for reviewing the terms and conditions of this ACS and Exhibit A. Neither the Department nor WSCA-NASPO is a party to any purchase order issued hereunder.
- f. **Compliance with Laws:** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the contract.
- g. **Other Eligible Users:** If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the ACS referenced above, in lieu of this ACS, the Eligible User is responsible for signing a separate contract with the Contractor, capturing that additional contract language.
- h. **Provisions of section 287.058, Florida Statutes:** The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- i. **Public Records:** If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2),

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Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (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 Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), Florida Statutes.

- j. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The Contractor 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.

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C. Contract Number

All purchase orders issued by Eligible Users within the State of Florida shall include the Department of Management Service's contract number, 43220000-WSCA-14-ACS, unless otherwise provided by Florida Law, statute, rule or this ACS. State agencies will not be required to submit an ACS form for purchases related to this ACS.

D. Contract Document

This ACS and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of this ACS. The terms and conditions of this ACS and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

E. Event of Dispute

In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

1. This Participating Addendum
2. Exhibit B, PUR 1000
3. Exhibit A, State of Utah WSCA-NASPO Agreement AR603, Data Communications Products & Services 14-19

F. Intellectual Property

Intellectual Property rights are as stated in the WSCA-NASPO Agreement, Section 17.2.

G. 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 ACS term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state ACS utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the ACS term.

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H. 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. Use of the WSCA-NASPO price list will enable the Eligible Users to avail themselves of the best possible price and promote competition. Contractor and Contractor's resellers are not required to pass on to all Master Agreement End Users or to all Participation Addendum Eligible Users a price reduction when Contractor and Contractor's reseller extends additional discounts only to an individual ordering customer for a specific order or a specific project, and such situations do not constitute Preferred Pricing.

I. Scrutinized Company List

In executing this ACS, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

J. Ordering Instructions

1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for Eligible Users to use for product and/or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this ACS; and

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- b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or distributors for use; and
- c. The accuracy of this information must be maintained by Contractor throughout the duration of the ACS; and

- 2. The Contractor must be able to accept Purchase Orders (PO) via fax, e-mail, or cXML as identified in L.1 below.

K. Electronic Invoicing

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the Customer 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 electronic 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 EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.
- 3. PO Flip via ASN
The online process allows suppliers 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 P.O. into an invoice. This option does not require any special software or technical capabilities.

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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 ACS.

L. Contract Quarterly Reports

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

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

M. Business Review Meetings

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

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N. 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 orosdhelp@dms.myflorida.com.

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

O. Subcontractors/Fulfillment Partners

The Contractor may use a subcontractor or Fulfillment Partner in order to provide adequate products and services. All subcontractors and Fulfillment Partners shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor or Fulfillment Partner is authorized to conduct business on behalf of the Contractor and the subcontractor or Fulfillment Partner is to receive compensation for its services, then any dispute, with the exception of billing disputes related to Fulfillment Partner's invoice to Eligible User, shall be resolved between the Contractor and the subcontractor or Fulfillment Partner. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s) and/or Fulfillment Partner(s). The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and/or Fulfillment Partners and shall ensure that all such subcontractors and Fulfillment Partners meet the following requirements:

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- 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://flvendor.myfloridacfo.com>)

4. Lease Agreements: Agencies may lease equipment through alternative financing arrangements other than through the State of Florida Consolidated Equipment Financing Program (CEFP). This option is governed by sections 287.063 and 287.064, Florida Statutes, and Rule 69I-3, Florida Administrative Code. The Department of Financial Services (DFS) Finance and leasing Section will review proposed leases to determine compliance with all requirements and to ensure leases are economical and cost effective. The Eligible User will be required to complete and submit to DFS the Checklist – Approval to Lease Equipment form. A copy of the form may be found at the DFS website: <http://www.myfloridacfo.com/Division/AA/Forms/default.htm>

Prior approval of the Chief Financial Officer (as defined in Section 17.001, Florida Statutes) 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. All State agencies are urged to review the Chief Financial Officer's latest memorandum addressing leases and deferred-payment purchases of equipment when considering the leasing or purchasing of equipment.

DFS memos can be found at: <http://www.myfloridacfo.com/Division/AA/Memos/default.htm>.

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

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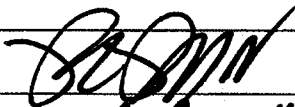
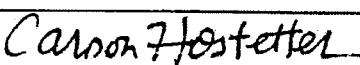
Name	Avaya Inc. Rick Wharton
Address	HQ: 4685 Great America Parkway, Santa Clara, CA 95054-1233
Telephone	919-425-8304
E-mail	rwharton@avaya.com

Participating Entity

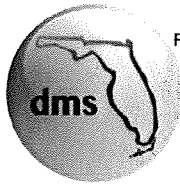
Name	Florida Department of Management Services - Jerilyn Bailey
Address	4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0980
Telephone	850-921-4072
Fax	850-414-6122
E-mail	jerilyn.bailey@dms.myflorida.com

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

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

Participating State: Florida	Contractor: Avaya Inc.
Signature: 	Signature: 
Name: <i>Chad Poppell</i>	Name: Carson Hostetter
Title: <i>Secretary</i>	Title: Area Sales Vice President
Date: <i>7/13/15</i>	Date: <i>July 6, 2015</i>

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



AMENDMENT NO.: 1

Contract No.: 43220000-WSCA-14-ACS

Contract Name: Data Communication Products & Services

This Amendment ("Amendment") effective upon the date of the last signature below for the Data Communication Products & Services agreement between the State of Florida, Department of Management Services ("Department") and (Avaya Inc.) ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Master Agreement and the Participating Addendum unless otherwise defined herein.

WHEREAS, on July 15, 2015, the Department entered into an Alternate Contract Source agreement with Avaya Inc. for the provisions of Data Communication Products and Services ; and

WHEREAS, the Utah NASPO Value Point (VP) Master Agreement (AR603) was amended to extend the term of the Master Agreement through May 31, 2020; 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

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. Amendment. The Participating Addendum is hereby amended to replace Subsection (B.3.c) in its entirety with the following:

Effective Date: The Participating Addendum became effective July 15, 2015 and will expire on May 31, 2020, unless terminated earlier by the Department.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, 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 Participating Addendum shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
(Avaya Inc.)

By: _____

By: _____

Name: David Clark
Title: Chief of Staff
Date:

Name:
Title:
Date:



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

AMENDMENT NO.: 1

Contract No.: 43220000-WSCA-14-ACS

Contract Name: Data Communication Products & Services

This Amendment ("Amendment") effective upon the date of the last signature below for the Data Communication Products & Services agreement between the State of Florida, Department of Management Services ("Department") and (Avaya Inc.) ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Master Agreement and the Participating Addendum unless otherwise defined herein.

WHEREAS, on July 15, 2015, the Department entered into an Alternate Contract Source agreement with Avaya Inc. for the provisions of Data Communication Products and Services ; and

WHEREAS, the Utah NASPO Value Point (VP) Master Agreement (AR603) was amended to extend the term of the Master Agreement through May 31, 2020; 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

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. Amendment. The Participating Addendum is hereby amended to replace Subsection (B.3.c) in its entirety with the following:


Effective Date: The Participating Addendum became effective July 15, 2015 and will expire on May 31, 2020, unless terminated earlier by the Department.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, the terms of this Amendment shall control.

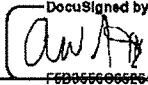
III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Participating Addendum shall continue in full force and effect.

State of Florida:
Department of Management Services

By: 
Name: David Clark
Title: Chief of Staff
Date: 4/30/19

Contractor:
(Avaya Inc.)

DocuSigned by:

By: _____
Name: Allen Ginder
Title: Regional Sales Leader
Date: Apr 11 24, 2019 | 6:04 AM EDT



AMENDMENT NO.: 2
Contract No.: 43220000-WSCA-14-ACS
Contract Name: Data Communication Products & Services

This Amendment No. 2 ("Amendment"), effective upon the date of the last signature below, to Alternate Contract Source No. 43220000-WSCA-14-ACS, Data Communication Products & Services ("Participating Addendum"), is entered into between the State of Florida (State), Department of Management Services ("Department"), and Avaya, Inc. ("Contractor"), 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.

WHEREAS, the Department entered into the Participating Addendum with the Contractor for the provision of data communication products and services, effective July 15, 2015; and

WHEREAS, the Parties agreed that the Participating Addendum may be amended by mutual agreement as provided in section 42, Modification of Terms, of Exhibit C, PUR 1000, to the Participating Addendum; and

WHEREAS, the Master Agreement was amended to extend the term through May 31, 2021, and the Parties wish to amend the term of the Participating Addendum through August 31, 2020, and to include current statutorily-required provisions.

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

I. Amendment. The Participating Addendum is hereby amended as follows:

A. Subsection 3.B.3.c. is replaced in its entirety with the following language:

Term: The Participating Addendum will expire on August 31, 2020, unless terminated earlier by the Department or extended in accordance with the Master Agreement.

B. Subsection 3.B.3.b. is replaced in its entirety with the following language:

b.1. Discriminatory Vendors: In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Participating Addendum. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Participating Addendum.

b.2. Cooperation with Inspector General and Records Retention. Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request



AMENDMENT NO.: 2

Contract No.: 43220000-WSCA-14-ACS

Contract Name: Data Communication Products & Services

of the Inspector General or any other authorized State official, the Contractor must provide any 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 Participating Addendum. The Contractor will retain such records for the longer of five (5) years after the expiration of the Participating Addendum or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. 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 will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Participating Addendum.

b.3. Cooperation with Customer. The Contractor agrees to cooperate with the Department and Customers and perform all actions necessary to assist with all tasks in furtherance of the Department's and Customer's efforts to comply with the obligations under Titles 60FF and 60GG of the Florida Administrative Code (F.A.C.), as applicable. This includes, but is not limited to, adherence to the cloud computing requirements set forth in Chapter 60GG-4, F.A.C.

C. Subsection 3.B.3.i. is amended to incorporate the following supplemental language:

(e) 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 CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

II. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, 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 Participating Addendum shall continue in full force and effect.



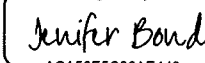
AMENDMENT NO.: 2
 Contract No.: 43220000-WSCA-14-ACS
 Contract Name: Data Communication Products & Services

State of Florida:
Department of Management Services

DocuSigned by:

 By: _____
3E1685B0DF8B411...

Name: Jonathan R. Satter
Title: Secretary
Date: 5/29/2020 | 10:48 AM EDT

Contractor:
Avaya, Inc.

DocuSigned by:

 By: _____
ACA56E5C26AE443

Jenifer Bond
Name:
Title: Area Sales Leader
Date: 5/29/2020 | 10:25 AM EDT



AMENDMENT NO.: 3
Contract No.: 43220000-WSCA-14-ACS
Contract Name: Data Communication Products & Services

This Amendment No. 3 ("Amendment"), effective upon the date of the last signature below, to Alternate Contract Source No. 43220000-WSCA-14-ACS, Data Communication Products & Services ("Participating Addendum"), is entered into between the State of Florida (State), Department of Management Services ("Department"), and Avaya, Inc. ("Contractor"), 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.

WHEREAS, the Department entered into the Participating Addendum with the Contractor for the provision of data communication products and services, effective September 17, 2014 (despite an inadvertent reference to an effective date of July 15, 2015, in Amendment No. 2 to the Participating Addendum);

WHEREAS, the Parties agreed that the Participating Addendum may be amended by mutual agreement as provided in section 42, Modification of Terms, of Exhibit C, PUR 1000, to the Participating Addendum; and

WHEREAS, the Participating Addendum was amended to include current statutorily-required provisions and to extend the term through May 31, 2024, which was thereafter extended again through August 31, 2020; and

WHEREAS, the Master Agreement remains in effect until May 31, 2021, and the Parties wish to amend the term of the Participating Addendum through May 31, 2021, in accordance with the Master Agreement.

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

I. Amendment. The Participating Addendum is hereby amended as follows:

A. Subsection 3.B.3.c. is replaced in its entirety with the following language:

Term: The Participating Addendum will expire on May 31, 2021, unless terminated earlier by the Department or extended in accordance with the Master Agreement.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, 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 Participating Addendum shall continue in full force and effect.



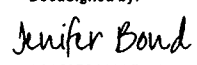
AMENDMENT NO.: 3
Contract No.: 43220000-WSCA-14-ACS
Contract Name: Data Communication Products & Services

State of Florida:
Department of Management Services

DocuSigned by:

By: _____
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Name: Jonathan R. Satter
Title: Secretary
Date: 8/28/2020 | 8:58 AM EDT

Contractor:
Avaya, Inc.

DocuSigned by:

By: _____
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Name: Jenifer Bond
Title: Area Sales Manager II
Date: 8/27/2020 | 3:58 PM EDT