



Alternate Contract Source (ACS)

No. 43210000-23-NASPO-ACS

For

Computer Equipment, Peripherals, and Related Services

This Alternate Contract Source No. 43210000-23-NASPO-ACS Computer Equipment Peripherals, and Related Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Acer America Corporation (Contractor), located at 1730 N. First Street, Suite 400, San Jose, CA 95112 collectively referred to herein as the “Parties.”

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Minnesota (Lead State), competitively procured computer equipment, peripherals, and related services and executed Contract No. 23002, Computer Equipment, Peripherals, and Related Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective July 1, 2023, and its term currently ends on June 30, 2025. The Master Contract has three years of renewals available in increments as determined by the Lead State. The Contract will become effective on March 12, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on June 30, 2025, unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. Scope.

This Contract includes the entire scope of the products and services available through the Master Contract. The Contractor is authorized through the Master Contract to sell commodities related to computer equipment purchases in product Band 1 - Personal

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Computer Devices – Windows Operating Systems, and product Band 2 – Non-Windows Operating Systems.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) [Exhibit C: Price Schedule](#)
- e) [Exhibit D: Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract from authorized resellers of Acer America Corporation. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:

Bradley Beech
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487-9847
Email: Bradley.Beech@dms.fl.gov

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Contractor's Contract Manager:

Jennifer Wadland
Acer America Corporation
1730 N. First St #400
San Jose, CA 95112
781-789-8029
Jennifer.Wadland@acer.com

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

ACER AMERICA CORPORATION

DEPARTMENT OF MANAGEMENT SERVICES

Jennifer Wadland / VP Sales

Pedro Allende, Secretary

Date:

Date: