

**ELIGIBLE USER AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PURE STORAGE, INC.
FOR
COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES**

This (Agreement) is between the Southwest Florida Water Management District (District), a public corporation of the State of Florida, and Pure Storage, Inc. (Vendor), a Foreign Profit Corporation, authorized to do business in the State of Florida, under the terms and conditions set forth in Contract No. 43210000-23-NASPO-ACS between the Department of Management Services, an agency of the State of Florida and the Vendor, effective July 1, 2023 (Master Contract). All the terms and conditions, covenants and representations contained in the Master Contract and any amendments thereto, including those applicable to state and/or local government entities, except as modified by this document, are hereby incorporated by reference, and deemed to be a part of this Agreement as if fully set forth herein. The terms and conditions set forth below will supersede any inconsistent terms and conditions set forth in the Master Contract, as amended.

1. **Substituted Party.** Per law and Section 4, Purchases off this Contract, of the Master Contract, all references in the Master Contract to the Department of Management Services, hereinafter the “Contracting Agency”, will extend, and be equally applicable, to the District for goods, pricing, services, work, or any combination thereof, provided or performed for the District hereunder (Project Work). Except for terms that conflict with those herein, both the District and the Vendor agree to be equally bound by the Master Contract as if fully and directly entered into between the District and the Vendor.
2. **Authorized Reseller.** Vendor’s list of Authorized Resellers posted on its website at <https://www.purestorage.com/company/how-to-buy/naspo-valuepoint-23020.html> are authorized to issue quotes, accept orders, deliver products, issue invoices and accept payment in their own name on behalf of Vendor.
3. **Authorized Seller.** This section is intentionally left blank.
4. **Purchase Orders.** The District will issue Purchase Orders to the Vendor’s Authorized Reseller identified in Section 2 above for the purchase of Computer Equipment, Peripherals And Related Services available under the Master Contract.
5. **Term.** This Agreement will be effective upon the date of the last party’s signature and will expire on June 30, 2025. If the Contracting Agency exercises its option to renew the Master Contract, then this Agreement will automatically renew for a term concurrent with the Master Contract, extending the foregoing expiration date as appropriate.

6. **Prime Contacts; Notices.** Each party designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports will be sent to the attention of each party's prime contact personally or by certified U.S. mail, postage paid, by nationally recognized overnight courier, to the following addresses. Notice is effective upon receipt.

District Prime Contact: Kim Cash
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604
(813) 278-7314
Kim.Cash@swfwmd.state.fl.us

Vendor Prime Contact: Kim Bradbury, St. Director Public Sector Contracts
Pure Storage, Inc.
2555 Augustine Drive
Santa Clara, California, 95054
(301) 717-9968
Kim.Bradbury@purestorage.com

7. **Taxes.** The District is exempt from payment of state sales taxes. As such, the Vendor will not be reimbursed for any taxes paid or incurred, including prepaid charges. The District's Florida Consumer's Certificate of Exemption Number is 85-8013700387C-6.
8. **Payment.** The District will make payment(s) within 45 days upon receipt of a properly documented invoice with sufficient detail to satisfy audit reviews, in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. If necessary, for audit purposes, the Vendor's Authorized Reseller will provide additional supporting information as required to document invoices. Invoices will be submitted to the District electronically at invoices@WaterMatters.org, or at the following address: Accounts Payable Section, Southwest Florida Water Management District, P.O. Box 15436, Brooksville, Florida 34604-5436. The District makes payments electronically through the Automated Clearing House (ACH) process. The Vendor's Authorized Resellers will complete the District's *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent electronically. The forms may be requested by contacting the Procurement Services Office at VendorRegistration@WaterMatters.org or by calling 352-505-2970. Any questions regarding electronic payments may be directed to the District's Accounts Payable Lead at 352-261-6932.
9. **Travel.** Travel reimbursement expenses must be pre-authorized in writing by the District's Project Manager and be consistent with and be reimbursed in accordance with the District's travel procedure and Section 112.061, Florida Statutes.
10. **Dispute Resolution.** If a dispute or disagreement arises, including those concerning whether a deliverable should be approved by the District, the Vendor will continue to perform the Project Work in accordance with the District's instructions and may claim additional compensation. The Vendor will seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than 10 days after

the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Executive Director. The Executive Director in consultation with the Office of General Counsel will issue a final determination. The Vendor will proceed with the Project Work in accordance with the District's determination; however, such continuation of work will not waive the Vendor's position regarding the matter in dispute. No Project Work will be delayed or postponed pending resolution of any dispute or disagreement.

11. **Contingency.** The District's performance and payment obligations under this Agreement are contingent upon its Governing Board appropriating funds for each fiscal year of this Agreement.
12. **Limitation of Liability; Sovereign Immunity.** No limitation of liability provision in the Master Contract will apply to personal injury, death, or property damage. The District does not waive any of the protections available to the District under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, Florida Statutes.
13. **Governing Law and Venue.** This Agreement, and any disputes hereunder, shall be construed according to the laws of Florida and enforced in the courts of the State of Florida with venue exclusively in Hillsborough County, Florida. No provision shall be construed more strictly against one party than against the other.
14. **Insurance.** The Vendor's obligations set forth in of the Master Contract will extend to the District, including, but not limited to issuance of certificates of insurance, additional insured status, waivers of subrogation, primary, non-contributory coverage, etc. for the entire length of this Agreement. Specifically:
 - 14.1. **COI.** Certificates of insurance issued by the Vendor under this Agreement shall name the Southwest Florida Water Management District as certificate holder and place the following information in the description of operations section:

Southwest Florida Water Management District is an Additional Insured in regard to the liability policies as per the Agreement. Agreement No. 24OE0004362; Purchase of Computer Equipment, Peripherals and Related Services. Project Manager – Kim Cash
 - 14.2. **Additional Insured.** Obligations under the Master Contract to Contracting Agency as additional insured on policies of Vendor (or its subcontractor(s)), shall extend to cover the Southwest Florida Water Management District, its officers, officials, employees, and volunteers as additional insureds, which status Vendor shall demonstrate by listing the District as an additional insured in the Description of Operations section of the certificate of insurance (or other proof acceptable to the District) to the District's representative concurrent with delivery of its signature on this Agreement.

Regardless of additional insured obligations under the Master Contract, the Southwest Florida Water Management District shall be an Additional Insured in regard to all liability policies with exception of Auto Liability, Professional Liability, and Worker's Compensation.
 - 14.3. **Waivers of Subrogation.** Any waiver of subrogation obligation under the Master Contract shall extend to the District's favor. Vendor shall demonstrate such waiver by delivery of the

applicable endorsement (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.

14.4. **Primary Coverage.** Any obligation under the Master Contract that insurance provided by Vendor (or its subcontractors) be primary, excess, and/or non-contributory shall similarly extend as primary to and in excess of any insurance (or self-insurance) maintained by the District, which shall not contribute to the insurance of Vendor (or its subcontractor(s)). **Additional Required Coverage.** Vendor shall maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida in addition to the Primary Coverage: General liability coverage of not less than: \$1,000,000 each occurrence/\$2,000,000 aggregate.

14.5.1. Auto liability coverage of not less than:

A combined single limit of \$500,000.

14.5.2. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, if applicable. If Vendor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Vendor from the third party. If the Vendor does not carry workers' compensation coverage, Vendor must submit to the District both an affidavit stating that the Vendor meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.

14.5.3. Employer's Liability coverage with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

14.5.4. Professional Liability coverage of not less than:

\$1,000,000 each claim/\$2,000,000 aggregate.

14.5.5. Vendor will defend, indemnify, and hold harmless District and District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

14.5.6. Crime/Fidelity coverage of not less than \$1,000,000 per loss where money, credit, or high value property are involved and \$100,000 per loss for lesser values.

15. **State Master Contract Data Security and Services Provision.** References to "State of Florida data" in Section 9 of Exhibit A, Additional Special Contract Conditions, and Exhibit B, Special Contract Conditions, of the Master Contract will extend, and be equally applicable, to the District and its data.

16. Audit; Public Records Law.

16.1. **Audit.** The Vendor, upon request, will permit the District to examine or audit all Project Work-related records and documents during or following completion of the Project Work at no cost to the District. These records will be available at all reasonable times for inspection, review, or audit. "Reasonable" will be construed according to circumstances, but ordinarily will mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any Project Work is subcontracted, the Vendor will similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Vendor under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Vendor will maintain all such records and documents for at least 5 years following completion of the Project Work. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records will be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Vendor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

16.2. **Public Records** Each party will allow public access to Project Work documents and materials made or received by either party in connection with this transaction in accordance with Florida's Public Records Act, Chapter 119, Florida Statutes. The District will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes. The Vendor will (1) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the Project Work; (2) upon request from the District's custodian of public records, provide the District 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 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 for the duration of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the District; and (4) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

Exempt and Confidential Documents: This section is intentionally left blank

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN, by telephone at 352-205-8482, by email at recordscustodian@swfwmd.state.fl.us, or at the following mailing address:

Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

17. **Public Entity Crimes; Discriminatory Vendors.** In accordance with Sections 287.133, Florida Statutes and 287.134, Florida Statutes: a person, entity, or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime and/or (b) or Discriminatory Vendor List may not submit a bid, proposal, or reply on (i) a contract to provide any goods or services to a public entity, (ii) a contract with a public entity for the construction or repair of a public building or public work, or (iii) or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List or at all if on the Discriminatory Vendor List.
18. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Vendor/Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Vendor/Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.
19. **Employment Eligibility Verification.** In accordance with Section 448.095, Florida Statutes. Vendor, by entering into this Agreement, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to entering into this Agreement, no contract of Vendor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that Vendor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes the District shall terminate (or order the termination of) their contract. Vendor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Vendor and each subcontractor performing through Vendor are E-Verify system participants is a condition precedent to this Agreement. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via the U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

20. **Counterparts and Authority to Sign.** This Agreement may be signed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. The signatures of all parties need not appear on the same counterpart. In accordance with the Florida Electronic Signature Act of 1996 and the federal E-SIGN Act of 2000, electronic signatures, including facsimile transmissions, electronic mail (including PDF or any electronic signature complying with said or other applicable laws) or other transmission method, and any counterpart so delivered shall be deemed duly and validly delivered and shall be valid and effective for all purposes. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.
21. **Survival.** Provisions in this Agreement that survive termination or expiration include those relating to liability, indemnification, governing law, public records law, confidentiality, and others which by their nature are intended to survive.
22. **Background Checks.** This section is intentionally left blank.
23. **Performance, Payment, and Guaranty Bond.** This section is intentionally left blank.
24. **Retainage.** This section is intentionally left blank.

The remainder of this page has been intentionally left blank.

Each party is signing this Agreement on the date stated next to that party's signature.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: DocuSigned by:
Amanda Rice, P.E.
303968D494BC498... 08/03/2024
Amanda Rice, P.E. Date
Assistant Executive Director

PURE STORAGE, INC.

By: DocuSigned by:
Bryan Thomas
E40BC0399B7E4D1... 08/03/2024
Date
Name: Bryan Thomas, VP US Public Sector
Title: VP US Public Sector
Authorized Signatory

Rev.20210714
PRO/CB
OGC/RME

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Certificate Of Completion

Envelope Id: 8B9D682F52A04D57A3C2A25E1C770C42	Status: Completed
Subject: Complete with DocuSign: 24OE0004362 Pure Storage for Computer Equip Agreement Final Approved Do...	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Chamanda Burris
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	chamanda.burris@swfwmd.state.fl.us
	IP Address: 204.76.240.236


Record Tracking

Status: Original	Holder: Chamanda Burris	Location: DocuSign
8/2/2024 11:03:59 AM	chamanda.burris@swfwmd.state.fl.us	

Signer Events

Bryan Thomas
 brthomas@purestorage.com
 VP US Public Sector
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.32.89

Timestamp

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 Signed: 8/3/2024 2:52:45 PM

Electronic Record and Signature Disclosure:

Accepted: 8/3/2024 2:51:29 PM
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Amanda Rice, P.E.
 mandi.rice@swfwmd.state.fl.us
 Assistant Executive Director
 Southwest Florida Water Management District
 Security Level: Email, Account Authentication (None)

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 303968D494BC498...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.97.201.109
 Signed using mobile

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 Signed: 8/3/2024 3:38:45 PM

Electronic Record and Signature Disclosure:

Accepted: 8/3/2024 3:38:27 PM
 ID: def7f8d8-49e9-42dd-a980-ed7a03584c69

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Kim Bradbury
 kim.bradbury@purestorage.com
 Sr. Director, Public Sector Contracts
 Pure Storage, Inc.
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/3/2024 3:38:47 PM
 Viewed: 8/5/2024 8:55:51 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Melodie Miler Procurement@swfwmd.state.fl.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/3/2024 3:38:48 PM Viewed: 8/5/2024 8:30:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/2/2024 11:20:59 AM
Certified Delivered	Security Checked	8/3/2024 3:38:27 PM
Signing Complete	Security Checked	8/3/2024 3:38:45 PM
Completed	Security Checked	8/3/2024 3:38:48 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.