



THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Bill To:  
State of Idaho  
\*\*\*\*

Send invoices to the address listed below or as indicated in the comments or instructions field  
Boise, ID 83720-0075

State of Idaho

Participating Addendum

Participating Addendum  
**PADD1118**

**DELIVER TO:** State of Idaho Various Agencies  
Various State Agencies located throughout Idaho  
\*\*\*  
Various, ID 83701  
Sarah.Hilderbrand@adm.idaho.gov

Date: Fri Jun 13, 2014  
F.O.B.: Destination  
Terms: net 30

**VENDOR:** CISCO SYSTEMS, INC.  
225 N. 9th Street  
Suite 500  
Boise, ID 83702  
Attn: Account Manager  
Vendor Nbr:  
Emailed To: [mecopsey@cisco.com](mailto:mecopsey@cisco.com)  
Phone: 208-424-5914  
Fax:  
eCommerce ID: P00000072312

Start of Service Date: Sun Jun 01, 2014  
End of Service Date: Fri May 31, 2019  
Solicitation#: [RFQ010622](#)  
DOC#: PREQ23025  
Ref#: WSCA AR233

Buyer: [Gregory Lindstrom](#) 208-332-1609

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		500000.00
	Total:			500000.00

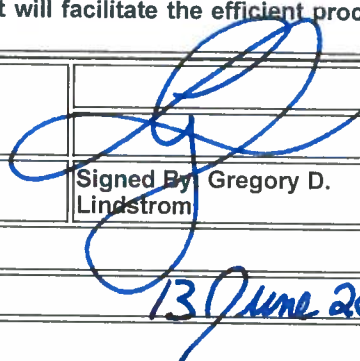
Blanket Comments:

Item No	Description	Quantity UOM	Unit Price	Extension
001	Data Communications Products and services 14-19 ( 206-59 ) ( nt )	5 YEAR	\$100,000.00	\$500,000.00

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD *MASTER WSCA Agreement AR233/14-19*

This Contract is for Data Communication Equipment pursuant to Western States Contracting Alliance (WSCA) and Master Price Agreement *AR233/14-19*. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis for a period of Five Years commencing June 1, 2014 and ending May 31, 2019.

Contract Title:.....Data Communication Equipment

<b>General Comments:</b>	Contract Usage Type:.....Optional Use Public Agency Clause: .....Yes Contract Administration:....Gregory Lindstrom ---Phone Number:.....208-332-1609 ---E-Mail:.....gregory.lindstrom@adm.idaho.gov
	Contractor's Primary Contact – CISCO Systems, Inc. ---Attn:.....Meredith Newton ---Address:.....225 N. 9th Street, Suite 500 ---City, State, Zip:.....Boise, ID 83702 ---Phone Number:.....208-424-5914 ---Mobile:.....208-220-6634 ---E-Mail:.....mecopsey@cisco.com
<b>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</b>	
<b>Instructions:</b> <b>Freight / Handling Included in Price</b>	
 Signed By Gregory D. Lindstrom	
13 June 2014	
<input type="button" value="Print Document"/> and <input type="button" value="Execute Action"/> <input type="button" value="Back to Search Awards"/>	
<input type="text" value="gregory.lindstrom@adm.idaho.gov"/>	

# **PARTICIPATING ADDENDUM**

## **For WSCA-NASPO Cooperative Purchasing Organization DATA COMMUNICATIONS PRODUCTS AND SERVICES Administered by the State of Utah (hereinafter "Lead State")**

### **MASTER AGREEMENT**

Cisco Systems, Inc. ("Contractor" or "Cisco")

Master Agreement No: AR233 14-19

and

State of Idaho ("State")

### **PADD1118**

1. Scope:

This Participating Addendum covers the acquisition of Cisco data communications products and services by the State of Idaho and Idaho public agencies, in accordance with WSCA/NASPO Master Agreement AR233 14-19 ("Master Agreement") issued to Cisco System, Inc. by the State of Utah. 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. Term:

The term of this Participating Addendum shall be from June 1, 2014 to May 31, 2019, or when this Participating Addendum is terminated in accordance with the Master Agreement. This Participating Addendum shall allow for consideration of any renewals allowed by the Master Agreement.

3. Participation:

The State of Idaho Division of Purchasing Administrator has determined that State of Idaho agencies and public agencies as defined in Idaho Code § 67-2327 (hereinafter collectively "Authorized Purchasers") may purchase Cisco data communications products and services from the Master Agreement as amended by this Participating Addendum. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and Idaho public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

4. Participating State Modifications or Additions to Master Agreement:

The following provisions supplement and/or add to the Master Agreement.

a. Parties to this Participating Addendum

The parties to this Participating Addendum are Cisco System, Inc., and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

b. Idaho Administrative Fee

In accordance with and addition to § 25 REPORTS and ADMINISTRATIVE FEES of the Master Agreement, the prices to be paid by Authorized Purchasers are inclusive of a one and one-quarter percent



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(1.25%) agency contract usage Administrative Fee, which Contractor will remit to the State as follows.

On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales under the Participating Addendum. The State understands and agrees that Contractor may raise the negotiated Master Agreement prices by this amount.

Administrative Fee payments are due no later than the as designated in 3(c) below.

c. Report of Contract Purchases

Contractor shall furnish reports of purchases with each quarterly Administrative Fee payment, based on the following calendar quarters:

<u>Quarter</u>	<u>Term</u>	<u>Payment Due Date</u>
1st Quarter	July 1- Sept 30	November 30
2nd Quarter	Oct 1 – Dec 31	February 28
3rd Quarter	Jan 1 – Mar 31	May 31
4th Quarter	Apr 1 – Jun 30	August 31

The reports should include the following information, and may also include additional fields as required for WSCA-NASPO reporting.

Contractor Name;

Contract Number (Participating Addendum Number);

Sales Period Date;

Delivery Destination;

Product Description;

Quantity Delivered;

Total \$ Shipped.

The report is to be submitted to the State of Idaho at the following address:

Attn: BPO Report Coordinator  
Department of Administration  
Division of Purchasing  
P.O. Box 83720  
Boise, ID 83720

Additional related sales information, such as detailed user purchases may be required and must be supplied upon reasonable request, in accordance with the second paragraph of Section 3 (d). The Contractor may be required to submit reports electronically, in a format designated by the State.

Failure to submit the required reports may be cause for disqualification of Contractor for future contracts with the State of Idaho.

d. Recordkeeping and Additional Reports

The Contractor shall maintain all records necessary to properly account for all payments made to Contractor pursuant to the Master Agreement. These records shall be retained by the Contractor for at least three (3)

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years after the Master Agreement terminates, or until all audits initiated within the three (3) year period have been completed, whichever is later.

The Division of Purchasing may request custom reports from Contractor. Custom reports may include reporting on most common items procured, Purchasing Entity comparisons, reports to aid a Purchasing Entity in inventory control, reports tracking ordering/delivery times, etc. Contractor will use commercially reasonable efforts to provide custom reports as requested by the State, on an occasional basis (no more than three (3) per contract year), at no additional charge.

e. **Applicable Law**

Notwithstanding the Master Agreement, the following governing law shall apply to this Participating Addendum.

**GOVERNING LAW**

All purchase orders issued under this Participating Addendum by Authorized Purchasers shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the Participating Addendum are clearly inconsistent therewith, the Participating Addendum shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this Participating Addendum entails delivery or performance of services and terms and conditions for such services are not otherwise covered in the Master Agreement or this Participating Addendum, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this Participating Addendum shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Participating Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Participating Addendum will remain in force.

f. **Assignment**

This Participating Addendum shall not be assigned without the written consent of the Administrator of the Division of Purchasing, which shall not be unreasonably withheld.

g. **Insurance**

§ 15 INSURANCE of the Master Agreement is supplemented with the following, which shall apply to this Participating Addendum.

**WORKER'S COMPENSATION & AUTOMOBILE INSURANCE**

If the Contractor or subcontractor provides any services under the Participating Addendum requiring the Contractor or Subcontractor to physically deliver the service to the physical location of any State agency or Authorized Purchaser, the Contractor or Subcontractor must provide either a certificate of Worker's Compensation Insurance issued by a surety licensed to write Worker's Compensation Insurance in the State of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. In addition, the Contractor shall maintain commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance will cover liability arising out of any auto (including owned, hired, and non-owned autos).

5. **Lease Agreements:**

In accordance with § 22 PAYMENT and page 2 of Attachment C to the Master Agreement, Capital Lease Financing shall be allowed for State agencies subject to review and authorization by the Division of Purchasing. Authorized Purchasers are advised to seek legal counsel prior to entering into any Capital Lease Financing agreement.



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### 6. Primary Contacts:

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

#### State Lead

Name: Jeff Mottishaw  
Address: Division of Purchasing and General Services  
3150 State Office Building, Capitol Hill Complex  
450 North State Street  
Salt Lake City, UT 84114  
Telephone: 801-538-1287  
E-mail: jmottishaw@utah.gov

#### Cisco

Name: Meredith C. Newton, Account Manager  
Address: 225 North 9<sup>th</sup> St  
Boise, ID 83702-5769  
Telephone: 208-424-5914  
Mobile: 208\*220\*6634  
E-mail: mecopsey@cisco.com

#### State of Idaho

Name: Gregory Lindström, CPPO, CPPB  
Address: 650 W. State Street, Room B-15  
PO Box 83720  
Boise, ID 83720-0075  
Telephone: 208-332-1609  
E-mail: gregory.lindstrom@adm.idaho.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

### 7. Subcontractors:

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Idaho, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to the approval of the State, Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support, and may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any State or federal law or regulation.



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### 8. Orders:

Any Order placed by an Authorized Purchaser for a Product and/or Service under the Participating Addendum and 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.

Authorized Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved by the State and listed during the term of the Participating Addendum on the State's Division of Purchasing website shall be authorized to directly provide quotes, receive purchase orders, invoice Authorized Purchasers, and receive payment from Authorized Purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any State authorized Fulfillment Partner's participation or ability to quote pricing for an Authorized Purchaser. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Authorized Purchasers, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Authorized Purchaser.

The Master Agreement number and the Participating Addendum number must appear on every Purchase Order placed under this Participating Addendum.

### 9. Product & Services Offering:

Subject to the limitations hereunder, this Participating Addendum is for the Cisco products and services set forth in the Master Agreement and on the then current Cisco Global Price List in effect at the time an order is issued, including Cisco branded routers, switches, LAN/WAN, CSU/DSU, security, networking software, optical, storage area networking, unified communications/telephony products, managing and monitoring software, SMARTnet, and network engineering services (e.g. Advanced Services). The right is reserved to purchase other software or hardware solutions from other sources that may have the same or similar functions as those items listed in this paragraph based on current installations or existing technology investments.

### 10. Notices:

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given:

- (a) when delivered personally;
- (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to **Agreement-notice@cisco.com**);
- (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
- (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

All communications will be sent to the addresses set forth Section 5 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or



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programs may be by posting on Cisco.com or by e-mail or fax.

**11. Entire Agreement:**

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

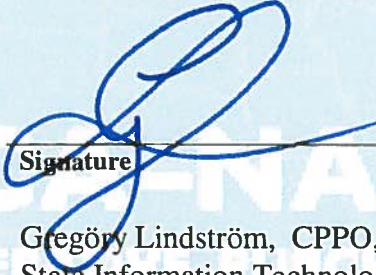
IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date signed by the State of Idaho Division of Purchasing.

**Cisco Systems, Inc.**

**State of Idaho  
Division of Purchasing**



Signature



Signature

**Brian Fukuhara**

Printed Name

**Vice President Finance**

Gregory Lindström, CPPO, CPPB  
State Information Technology Purchasing Officer  
5569 Kendall St.  
P O Box 83720  
Boise, ID 83720-0075

Title

*June 3, 2014*

Date

*13 June 2014*

Date

**APPROVED BY LEGAL**

