

**PARTICIPATING ADDENDUM**

**AMENDMENT #1**

[hereinafter "Amendment"]

For

**NASPO VALUEPOINT DATA COMMUNICATIONS CONTRACT  
MASTER PRICE AGREEMENT NUMBER AR233**

Between

Cisco Systems, Inc.

[hereinafter "Contractor"]

and

The State of Nevada

[hereinafter "State"]

(Participating State Contract Number: 8229)

**1. AMENDMENTS**

All provisions of the original Participating Addendum resulting from Master Agreement No. AR233 and the State of Nevada Contract No. 8229 remain in full force and effect with the exception of the following:

The following paragraphs will be added to Section #2:

**1.1 Administrative Fee:**

- 1.1.1 Contractor shall pay a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter beginning July 1, 2017, or the date of execution of this amendment, whichever is later.
- 1.1.2 All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number shall be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document shall be submitted by the contractor for each contract.
- 1.1.3 The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the vendor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) calendar days of quarter end (refer to Section 1.4).

1.1.4 The template for the required Quarterly Administrative Fee & Usage Report outlined below in Sections 1.2 and 1.3, may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: [NVQtlyReport@admin.nv.gov](mailto:NVQtlyReport@admin.nv.gov)

**1.2 Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report:**

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

**1.3 Nevada Purchasing Division Statewide Contract Quarterly Usage Report:**

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

| Data Element                     | Description   |
|----------------------------------|---|
| Customer Name                    | Name of entity making the purchase—if customer has multiple locations, please use the main entity name.   |
| Customer Type                    | Indicate the type of entity making the purchase:<br>S=State Agency<br>E=University and Community College<br>P=Political Subdivision<br>O=Other Entity |
| PO # or Other Authorization Type | Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.                                      |
| Purchase Description             | Description of the product or service purchased.  |
| Quantity                         | Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.   |
| Unit Price                       | Unit price charged (excluding credits) for the product or service purchased.  |
| Total Cost                       | Total cost of the purchase—quantity delivered x unit price charged.   |

**1.4 Fee Payment and Report Schedule:**

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

| <b>Period End</b> | <b>Report Due</b> |
|-------------------|-------------------|
|-------------------|-------------------|

March 31  
June 30  
September 30  
December 31

May 15  
August 14  
November 14  
February 14

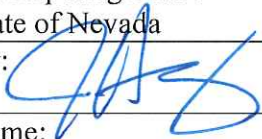

**1.5 Report Modifications:**

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contract terms, as amended.

**1.6 Timely Reports and Fees:**

If the administrative fee is not paid and quarterly report is not received within forty five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

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

|   |  |
|---|--|
| Participating State:<br>State of Nevada   | Contractor:<br>Cisco Systems, Inc.   |
| By:  | By:  |
| Name:<br>Jeffrey Haag   | Name:<br><b>John Christoph</b>   |
| Title:<br>Administrator   | Title:<br><b>Director, Finance</b>   |
| Date:<br>10-12-2017   | Date:<br>October 6, 2017   |

**APPROVED BY LEGAL**