

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	PARTICIPATING ADDENDUM AMENDMENT	
	Contract No.:	01114
	NASPO No.:	AR233
	Cisco Systems, Inc. 170 West Tasman Drive San Jose, CA 95134	Amendment No.:
Effective Date:		August 1, 2017

FIRST AMENDMENT
TO
PARTICIPATING ADDENDUM
FOR
NASPO VALUEPOINT MASTER AGREEMENT NO. AR233
STATE OF WASHINGTON CONTRACT NO. 01114
DATA COMMUNICATIONS

This First Amendment ("Amendment") to the State of Washington's Participating Addendum for NASPO ValuePoint Master Agreement No. AR233 and State of Washington Contract No. 01114 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Cisco Systems, Inc. a California Corporation ("Contractor") and is dated as of August 1, 2017.

RECITALS

- A. Master Agreement No. AR233 is a NASPO ValuePoint cooperative contract led by the State of Utah, which expires May 31, 2019.
- B. On or about June 14, 2014, the State and Contractor (collectively the "Parties") entered into that certain Participating Addendum pursuant to which the State of Washington and its authorized purchasers could use the above referenced NASPO ValuePoint Master Agreement and State Contract.
- C. The Parties intend to amend the Participating Addendum to adjust the applicable Vendor Management Fee (VMF) owed for Contract Purchases made on or after July 1, 2017. Contract purchases made prior to July 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after July 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within scope of the Participating Addendum.
- E. The Parties now desire to amend the Participating Addendum as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Participating Addendum, as previously amended, as follows:

1. SCOPE. THE FOLLOWING PARAGRAPH IS ADDED TO THE END OF SECTION 1-Contractor shall have a place of business staffed by Contractor-employees within Washington State and shall maintain such a place of business for the duration of the Participating Addendum. A subcontractor cannot fulfil this requirement for the Contractor.

PRIMARY CONTACTS. THE FOLLOWING LANGUAGE IS ADDED TO THE END OF SECTION 3- The contact will be available by a toll-free telephone number. This telephone number shall be staffed during normal business hours; Monday through Friday, 8 a.m. until p.m. (excluding State holidays). The Contractor shall also provide a point of contact availability for emergency service requests during non-regular hours. In addition, replace in its entirety Washington State primary contact to the following:

Washington State

Name:	Kim Kirkland
Address:	1500 Jefferson Street, SE/PO Box 41411
Telephone:	360-407-9207
Email:	kim.kirkland@des.wa.gov

2. VENDOR MANAGEMENT FEE- Section 6.6 of the Participating Addendum is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 6.6 - VENDOR MANAGEMENT FEE. Effective beginning July 1, 2017, Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0150.$$

- The VMF must be included in the Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.

- Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
 - Enterprise Services reserves the right, upon thirty (30) days advanced written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing. Written notification of the change in VMF becomes effective for new purchases or new change orders to existing purchases at the later of 1) thirty (30) calendar days after notification (unless Enterprise Services) grants additional time) or 2) an amendment to this Participating Addendum is executed by both parties.
3. **QUALIFIED AND ESTABLISHED BUSINESS. THE FOLLOWING PARAGRAPH IS ADDED TO THE END OF SECTION 6.10.1-** Contractor understands that Purchaser's building entrances may be controlled by access. Contractor agrees to become familiar with Purchaser's building and physical security policies and further agrees to observe and comply with all Purchaser's building and physical security policies or procedures. Contractor understands that in order to obtain access to Purchaser's premises, Contractor's personnel may be required to be issued a security badge by Purchaser, and that such personnel may be required to provide certain personal information, including valid government issued photo identification, prior to obtaining a security badge. Purchaser will collect and retain such personal information only for so long as the Contract is in effect and such personnel have access to the premises. Purchaser reserves the right to deny an application for a security badge. Purchaser recognizes that submission of the personal information is voluntary on the part of Contractor's personnel, and that Contractor will not take adverse action against any personnel who elect not to provide the personal information, and that Contractor will replace such personnel with others to work onsite at Purchaser's facilities. Failure of Contractor's personnel to comply with the Purchaser's security and safety policies and procedures is sufficient grounds for revoking, modifying, suspending or terminating that individual's access to Purchaser's facilities. If Contractor's personnel are denied access to Purchaser's premises, Contractor's obligations that are dependent on such access are tolled without liability until such time as Contractor's personnel are allowed access. Upon the earlier of termination of the Contract, or suspension or termination of access to Purchaser's facilities, Contractor shall cause its personnel to return all security badges.
4. **SAFETY. ADDITIONAL ADDENDUM TERMS AND CONDITIONS-** Contractor shall observe and comply with applicable OSHA regulations, all applicable safety and environmental laws and regulations, and all Purchaser's rules, guidelines, policies and procedures relating to safety, workplace conditions, health and the environment including physical, fire, evacuation, accidents, hazardous materials or situations, or other safety regulations and policies
5. **REMOTE ACCESS TO NETWORK. ADDITIONAL ADDENDUM TERMS AND CONDITIONS-** Contractor understands that in order to obtain remote access to Purchaser's Local Area Network (LAN), email or supported computing environments through a remote access connection ("Remote Access"), Contractor must comply with Purchaser's Remote Access policy and any other applicable policies or procedures to be agreed between the parties at the time. Remote Access is conditioned upon final approval by Purchaser. Contractor will not be liable for not providing, or be required to provide, Services, if Contactor is unable to comply with Purchaser's Remote Access policy or otherwise denied access to Purchaser's network.

6. **ADDITIONAL ADDENDUM TERMS AND CONDITIONS-DEMONSTRATION EQUIPMENT-** Contractor agrees to provide demonstration Equipment to Purchaser, to the extent such Equipment is available for demonstration, pursuant to a separate equipment loan agreement executed at the time between Contractor and Purchaser.
7. **ADDITIONAL ADDENDUM TERMS AND CONDITIONS-INSTALLATION AND SET-UP-** If within the scope of the Master Agreement and if available on the *Global Price List* as stand-alone items or as Advanced Services the following section shall apply to Installation and Set-up: When requested in an Order Document by Purchaser and agreed to by the parties statement of work where applicable, Contractor shall provide installation services for products purchased under this Participating Agreement according to the provision. Contractor shall separately itemize all installation and physical requirements for Equipment as listed below:
Air Conditioning, Electrical requirements, Special grounding, Cabling requirement, weight (Floor Loading), Space requirements, Humidity and temperature limits, noise level
When installing Equipment, Contractor will provide,
- A written installation support plan and schedule addressing staff, site preparation requirements, resource allocation, testing procedures;
 - Site Survey;
 - Station reviews to identify user requirements;
 - An on-site Manufacturer certified technician during and after the cutover until the equipment operates properly;
 - On-site user training for the Products;
 - System administration and product training; and

Contractor personnel shall be Manufacturer certified in accordance with manufacturing requirements. Upon request, Contractor will furnish a copy of such certification to Purchaser or DES. Purchaser shall have access to the work site at all times during installation.

Purchaser shall prepare the environment to house the Equipment based upon written requirements provided by Contractor in its installation plan, as modified in writing and agreed to by the parties. Purchaser will provide standard commercial power. Contractor shall install an external, Manufacturer recommended surge protector between the power source and each major system.

Contractor and its Fulfillment Partners are hereby notified that fiber optic; communications, control systems, and other types of cable (collectively called "cabling") may be located within or on Purchaser's grounds or facilities.

Before beginning work on or about Purchaser's premises, Contractor or its Fulfillment Partner shall contact Purchaser's communications network control center to determine if Purchaser's cabling system will be impacted and to make necessary arrangements. Prior to commencement of any work that may affect underground utilities not owned by Purchaser, Contractor or its Fulfillment Partner agrees to notify affected owners.

Purchaser hereby permits Contractor or its Fulfillment Partner to interface with such cabling and design engineering systems in support of the delivery of the Products and Services ordered under this Participating Agreement.

Contractor or its Fulfillment Partner shall install the Products, with all the features, options, parts and wiring ordered by Purchaser, on or before the Installation Date(s) specified in the applicable Order/Document/statement of work.

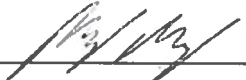
Testing of installed Equipment and the acceptance terms of any installation services will be set forth in the Installation Document.

8. **ADDITIONAL ADDENDUM TERMS AND CONDITIONS-SMARTNET SUPPORT-** Contractor shall offer Purchaser technical support and maintenance through its SMARTnet Service pursuant to provisions of this Section and as further described in http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html. So long as equipment remains continuously under SMARTNet Support, Contractor shall be able to certify that existing equipment shall be eligible for Cisco SMARTnet coverage. Any equipment that experiences a lapse of coverage or is damaged must be inspected and certified by Contractor at Contractor's then current fees for such services.
9. **ADDITIONAL ADDENDUM TERMS AND CONDITIONS-EQUIPMENT AND MAINTENANCE DOCUMENTATION** Contractor shall provide two (2) complete sets of Contractor's standard documentation for the Equipment for each Equipment Order, including Contractor's standard documentation regarding technical, electrical, maintenance, and installation information and will provide updated documentation for the term of this Participating Addendum. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor's Equipment documentation shall be comprehensive, well-structured, and indexed for easy reference. If Contractor maintains its technical, electrical, maintenance and installation documentation on a website, Contractor may fulfil the obligations set forth in this section by providing Purchase access to its web-based documentation information. Contractor may also provide such information on CD-ROM. Purchaser may make a reasonable number of copies or reproductions of the documentation for Purchaser's internal use; provided however, that Purchaser shall not remove, overprint or change any notice, including ownership or confidentiality from any originals or copies of the documentation. Purchaser has no right, and specifically agrees not to modify or adapt the documentation or create derivative works based on the documentation, or permit third parties to do the same.
10. **ADDITIONAL ADDENDUM TERMS AND CONDITIONS-SPARE PARTS FOR EQUIPMENT-** If purchaser required on-site spares, and at Purchaser's request, Contractor will assist Purchaser in determining the appropriate inventory of spares. Purchaser will order equipment spares in the same manner in which Purchaser orders all other Equipment. Contractor will provide the following support regard to a Product's end-of-sale. The general policy guidelines are:
 - As a general rule, Contractor will provide advance notice of the affected Products' end-of-sale date and/or the last day when the affected Product can be ordered pursuant to Contractor's end-of-sale and end-of-life policy as set forth at <http://www.cisco.com/c/en/us/products/eos-eol-policy.html> . This notice will appear on cisco.com site. <http://www.cisco.com/c/en/us/products/eos-eol-listing.html>


11. **ADDITIONAL ADDENDUM TERMS AND CONDITIONS-CONTRACTOR ESCALATION PROCEDURES-** Contractor shall provide escalation procedures applicable to Contractor's product maintenance and warranty services, with the escalation procedures being reasonably calculated to ensure that the proper level of attention and resources are directed towards resolution of Products and Service problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Contractor's employee(s) responding at each level and the elapsed time before the next level of response is invoked.
12. **ADDITIONAL ADDENDUM TERMS AND CONDITIONS-CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS-** Any written commitment by Contractor within the Scope of this Participating Addendum shall be binding upon Contractor; provided that such commitment is expressly stated in a formal amendment to the Participating Addendum and fully executed by both parties. Failure of Contractor to fulfill such a commitment may constitute breach and may render Contractor liable for damages under the terms of the Master Agreement. For purposes of this section, a commitment by Contractor may include Prices, discounts, and options committed to remain in force over a specific period of time.
13. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Participating Addendum is unaffected and remains in full force and effect.
14. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
15. **AUTHORITY.** Each party to this Amendment and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment, and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
16. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
17. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument that may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CISCO SYSTEMS, INC.
A CALIFORNIA CORPORATION

By: 
Name: Phil Lozano
Title: Director, Finance
Date: July 24, 2017

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: ~~Kimberly Kirkland~~ SCOTT SMITH
Title: ~~IT Procurement Supervisor~~ STATE IT PROCUREMENT MGR
Date: 7/24/2017

APPROVED BY LEGAL

