

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of **Utah**

Master Agreement #: AR3227
Participating Addendum #: PADD20210672
Contractor: CISCO SYSTEMS, INC.
Participating Entity: STATE OF IDAHO

The following products or services are included in this Participating Addendum:

All categories awarded to Contractor under the Master Agreement listed on the Contractor page of the NASPO ValuePoint website, including but not limited to the following:

- Unified Communications;
- Networking;
- Routers, Switches, Security, and Networking Storage;
- Wireless;
- Facility Management, Monitoring, and Control;
- Maintenance Services;
- Professional Services;
- Fulfillment Partner Services; and
- Training

Leasing options are not permitted until an agreed-upon form of lease agreement is added via amendment to this PADD.

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (the "PADD") covers the purchase of equipment and services within the categories listed above under the solicitation for *Data Communication Products & Services (2019-2026)* portfolio led by the State of *Utah* (Master Agreement No: AR3227) for use by state agencies and other entities, as provided in the Master Agreement, and more specifically detailed in Paragraph 2, "Participation", below, located in the Participating State authorized by state of Idaho (The State) statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. Specifically, this PADD allows for the purchase of goods and services via an enterprise level agreement or individual purchase. The categories awarded to Cisco include: Unified Communications; Networking; Routers, Switches, Security, and Networking Storage; Wireless; Facility Management, Monitoring, and Control; Maintenance Services; Professional Services; Fulfillment Partner Services; and Training.
2. Participation: This NASPO ValuePoint Master Agreement and PADD may be used by all "Public Agencies", as defined in Section 67-2327 of Idaho Code, that are located in the State of Idaho. I.C.



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67-2327 provides as follows: “Public Agency’ means any city or political subdivision of this State, including, but not limited to counties; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; and any city or political subdivision of another state.”

3. Term: The initial term of this PADD will be effective upon the last signature and continue through September 30, 2024. The PADD may be extended or renewed as detailed in the Master Agreement or this PADD. Note: The State of *Data Communication Products & Services (2019-2026)* and each order issued prior to the termination of this PADD shall survive the termination of this PADD.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Gigi Feril
Address:	170 West Tasman Dr. San Jose, CA 95134
Telephone:	408-424-0712
Fax:	408-608-1729
Email:	nvp-help@cisco.com

Participating Entity

Name:	Kim Guevara
Address:	650 W State Street. Room 100, Boise, Idaho 83702
Telephone:	208-332-1603
Fax:	208-327-7320
Email:	Kimberly.guevara@adm.idaho.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.



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The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.a **Reporting and Administrative Fee.**

Administrative Fee and Quarterly Usage Report. The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee. This additional percentage represents the Ordering Entity’s contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor’s net (sales minus credits) quarterly Contract sales.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \mathbf{\$125}$ to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter “0” if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and ‘other’), as provided on the Form.

The Administrative Fee and Quarterly Usage Reports are due on the listed dates below; however, the State will not consider the Contract to be in breach until sixty (60) days after the required due dates.

Reporting Timeline (Fiscal Year Quarters):	Fee and Report Due:
1 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. Mail your check or submit payment by EFT/ACH, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

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5.b **Governing Law.** This PADD and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PADD.

5.c **Reserved.**

5.d **Assignment.** In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the Participating Entity shall have no obligation to make payment to an assignee until thirty (30) calendar days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made.

5.e **Amendments.** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 4.e will result in the Master Agreement amendment automatically being incorporated in this PADD. In the event the Participating Entity does not elect to incorporate the Master Agreement's Pricing amendment into this PADD, the Contractor reserves the right to terminate this PADD upon thirty (30) calendar days' written notice to the Participating Entity.

5.f **Insurance.** The following requirements are supplemental to any insurance requirements contained in the Master Agreement:

i. **REQUIREMENT TO PROVIDE PROOF OF INSURANCE:** The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the Participating Entity under the PADD) shall provide evidence of insurance, in one of the two forms below, to the Division of Purchasing for workers compensation

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insurance (see the paragraph below) and a certificate of insurance for the commercial general liability insurance required by Attachment A, section 28, Insurance, of the Contract. These evidences of insurance must be provided within seven (7) business days after the effective date of this PADD, and all required insurance must be maintained by the Contractor for the entire term of this PADD, including all renewal and extension periods.

- ii. **REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE:** The Contractor shall provide and maintain Workers' Compensation Insurance and Employer's Liability for the entire term of this PADD. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide either a certificate of Workers' Compensation insurance issued by an insurance company licensed to write Workers' 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. The term "subcontractors" as used in this PADD shall specifically exclude all third-party suppliers and manufacturers of the products sold under this PADD and all third-party delivery service providers.

- 5.g **Applicable Terms.** The Participating Entity agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PADD or with the laws of the state of Idaho.
- 5.h **Records Maintenance.** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PADD. These financial records shall be retained by the Contractor for at least three (3) years after the PADD terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.
- 5.k **Public Records and Trade Secrets.** Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

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Upon request, the Contractor must provide an electronic copy of any documents related to this PADD, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Participating Entity's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law. In the event the Participating Entity or Purchasing Entity receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the Participating Entity or the Purchasing Entity against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the Participating Entity or Purchasing Entity, will result in the full (unredacted) document being released in response to the request.

6. Lease Agreements: Lease agreement shall not be permitted under this PADD, unless master lease agreement is agreed-upon and attached hereto as an exhibit to this PADD.

7. Subcontractor/Fulfillment Partner: All contactors, dealers, and resellers authorized in the State of *Idaho*, as shown on the dedicated Contractor (cooperative contract) website ("Fulfillment Partners"), are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, Contractor may request to add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum or maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add Fulfillment Partners. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon thirty (30) business days advance written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the Fulfillment Partner would violate any state or federal law or regulation.

8. Resellers: All contractors and resellers authorized in the State of Idaho, as shown on the state of Idaho's website, are approved to accept orders and provide sales, service support, and invoicing to

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participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

9. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

Purchased Equipment: Equipment purchases may be exercised by Purchasing Entities, in accordance with the policies of their individual agencies.

Taxes: Purchasing Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request by the Purchasing Entity.

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

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. 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 Participating State/Entity, 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 Participating State/Entity.

10. Optional Purchase Items: Network copper and optical interface modules, transceivers, and Direct Attached Copper & Active Optical Cables are optional purchase items under this Participating Addendum. The State may purchase these items outside of this Participating Addendum.



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

Participating Entity:	Contractor:
Signature: Kimberly Guevara Digitally signed by Kimberly Guevara Date: 2021.02.11 16:00:50 -07'00'	Signature: 
Name:	Name: Jenn Pate
Title:	Title: Authorized Signatory
Date:	Date: February 11, 2021

APPROVED BY LEGAL