

AUDIO VIDEO EQUIPMENT and SUPPLIES
Led by the State of Alaska

Master Agreement #: 200000035 C

Contractor: **CDW GOVERNMENT LLC**

Participating Entity: **STATE OF IDAHO**

Participating Addendum: **PADD20210837**

The following product categories are included in this contract portfolio:

- | | |
|--|---|
| <input checked="" type="checkbox"/> CATEGORY 1 – AUDIO EQUIPMENT | <input checked="" type="checkbox"/> CATEGORY 4 – PHOTOGRAPHIC EQUIPMENT |
| <input type="checkbox"/> CATEGORY 2 – VIDEO EQUIPMENT | <input checked="" type="checkbox"/> CATEGORY 5 – SCREENS/DISPLAYS |
| <input checked="" type="checkbox"/> CATEGORY 3 – PROJECTING EQUIPMENT | <input checked="" type="checkbox"/> CATEGORY 6 – PERIPHERALS/ACCESSORIES |

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Audio Video Equipment and Supplies contract led by the State of Alaska for use by state agencies and other entities located in the Participating State of Idaho authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. 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 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. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

Contractor

Name:	TJ Isselhard
Address:	625 W Adams, Chicago, IL 60661
Telephone:	312-547-4810
Fax:	
Email:	naspo.contractsupport@cdwg.com

Participating Entity

Name:	Mike Gwinn
Address:	650 W. State Street
Telephone:	208-332-1617
Fax:	
Email:	Mike.gwinn@adm.idaho.gov

4. Participating Entity Modifications or Additions to The Master Agreement: 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.

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

A. Reporting and Administrative Fee.

- i. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under this PADD by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment in Appendix 1. Administrative Fee Payment checks must be made out and mailed to:

AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-
0075

- ii. Reporting Timeline. Administrative Fee payments and reports to DOP are due no later than thirty (30) calendar days after the end of each calendar quarter detailed below:

1st Quarter: July 1 – September 30

2nd Quarter: October 1 – December

31 3rd Quarter: January 1 – March 31

4th Quarter: April 1 – June 30

- iii. Required Reports.

Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the “Information for Vendors” page of DOP’s website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PADD as **Attachment 1**.

The report must be emailed to: purchasing@adm.idaho.gov.

- B. Governing Law. This PA 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 PA.
- C. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- D. Assignment. The Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the Participating Entity. All rights of action, however, for any breach of the PA are reserved to the Participating Entity. (I.C. § 67-5726(1)).

AUDIO VIDEO EQUIPMENT and SUPPLIESLed by the State of Alaska

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. The Participating Entity may treat violation of the clause as an event of default.

- 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 PA 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.D will result in the Master Agreement amendment automatically being incorporated in this PA. In the event the Participating Entity does not elect to incorporate the Master Agreement's Pricing amendment into this PA, the Contractor reserves the right to terminate this PA upon thirty (30) calendar days' written notice to the Participating Entity.
- F. Insurance. Notwithstanding section 21, Insurance, of the Contract, the Contract is supplemented with the following provisions:

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 PA) shall provide certificates of insurance to the Division of Purchasing for workers compensation insurance (see the paragraph below) and for the commercial general liability required section 21, Insurance, of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA, and all required insurance must be maintained by the Contractor for the entire term of this PA, including all renewal and extension periods.

REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE: The Contractor shall provide and maintain Workers' Compensation Insurance and Employer's Liability for the entire term of this PA. 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 a surety 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

AUDIO VIDEO EQUIPMENT and SUPPLIESLed by the State of Alaska

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.

- 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 PA or with the laws of the state of Idaho.
- 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 PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.
- I. **Termination for Convenience.** The Participating Entity may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating Entity determines it is in its best interest.
- J. **Termination for Default.** The Participating Entity may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

- 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."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, 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

AUDIO VIDEO EQUIPMENT and SUPPLIESLed by the State of Alaska

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.

5. Liability: EXCEPT AS REQUIRED IN APPENDIX B1 OF MASTER AGREEMENT NUMBER 200000035C, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY PARTICIPATING ENTITY FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.
6. Value Added-Services: Value-Added Services offered under Schedule C are further defined as stated in this Participating Addendum.
7. Lease Agreements: Leases are not permitted under this Agreement.
8. Subcontractors: All contactors, dealers, and resellers authorized in the State of Idaho as shown on the dedicated Contractor (cooperative contract) website, 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.
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) the Master Agreement unless the



AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Idaho	Contractor: CDW Government LLC
Signature: <i>Mike Gwinn</i>	Signature: <i>Anup Sreedharan</i>
Name: Mike Gwinn	Name: Anup Sreedharan
Title: Contract Administration Supervisor	Title: Manager, Program Management
Date: May 12, 2021	Date: May 11, 2021

[Additional signatures may be added if required by the Participating Entity]

AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

pa@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

Value-add Services:

Subject to availability of service offerings and personnel, CDW•G's value add services will entail:

CDW Blueprint to Design™. Give us your blueprint and we will design your modern collaborative space at no charge. With the CDW Blueprint to Design offering™, getting a customized rendering for your space has never been easier!

- Two-T consultation with an Education Strategist, trained in space design and pedagogy, to understand the goals and vision behind your project.
- You send us a blueprint (or floorplan) and photos of the space.
- CDW•G works with a dedicated school design engineer to complete 2D color renderings and options.
- CDW•G delivers a completed design package pack to you, perfect for presenting to leadership/stakeholders, or for including in your strategic plan.

eSports Design. From ergonomic seating to monitors and audio-visual equipment that deliver immersive experiences, the right equipment is key to a winning eSports program whether K-12, District or Higher Education.

- Discussion with the CDW•G Team about specific needs and goals.
- Provide photos and blueprints of your space.
- CDW•G works with a dedicated eSports design engineer to review designs and provide feedback.
- CDW•G delivers a final design with updated renderings and a breakdown of material costs.

Business Needs Assessment. CDW•G assessment specialists, solution architects and engineers perform more than 1,000 assessments each year and can customize your solution focus on your audio-visual needs.

- Minimal preparation on your end helps eliminate disruption to IT operations.
- Designed by experienced AV engineers with a deep understanding of complex, multi-purpose environments.
- Our hundreds of technology partnerships and unbiased guidance helps ensure you can choose the right solutions for your budget and goals.

AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

AV Design. CDW•G AV Specialists work with customers to assess the current environment against needs and goals; create a complete audiovisual solution, and return a document with recommended products, layouts and installation considerations and concerns.

Unified Communication Pre-Sales Support. Creating new capabilities, CDW•G works with manufacturers to keep focus on the biggest picture of unified communication. Pre-sales consultations help ensure that all elements of the audio-visual solution work together to enhance the overall user experience.

Endpoint Threat Assessment. Connected environments, including audio visual equipment, continue to evolve and with that comes evolving security risks. Security breaches from the outside and potential bad actors inside an organization can leverage vulnerabilities to access critical and sensitive data through the most innocent of connections. Skilled CDW•G engineers perform assessments of internal and internet connected devices to test the security of your network. A final report helps customers shore up potential weaknesses and increase cybersecurity across the environment.

Education Technology Strategists. CDW•G Education Technology Strategists are former educators, principals, chief technology officers and instructional technologists that help identify and solve the unique needs of education delivery with specialized subject matter expertise. Engaging pre-sales, they help ensure clearly defined goals that drive solution design. CDW Government LLC is offering these value-add services for the discount off normal rate as listed below:

Value-Add Service Options	% Discount
CDW Blueprint to Design™	100% (no cost)
eSports Design	100% (no cost)
Business Needs Assessment (ISAs)	100% (no cost)
AV Design	100% (no cost)
Unified Communication Pre-Sales Support	100% (no cost)
Endpoint Threat Assessment	100% (no cost)
Education Technology Strategists	100% (no cost)

AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

Appendix 1

Category 1 - Audio Equipment

Manufacturer (List Alphabetically)	Discount %
C2G	33.75%
CALIFONE	28.75%
CETECEA	8.75%
CYBER ACOUSTICS	7.75%
DELL	22.75%
FRONT ROW	3.75%
IOGEAR	8.75%
KRAMER ELECTRONICS	35.75%
LIGHTSPEED	17.75%
LOGITECH	21.75%
NEC	7.75%
POLY	18.75%

Category 3 - Projection Equipment

Manufacturer (List Alphabetically)	Discount %
AVER INFORMATION	14.75%
BOXLIGHT	8.75%
CASIO	34.75%
DELL	22.75%
ELMO PROJECTORS	18.75%
EPSON	56.75%
HITACHI PROJECTORS	39.75%
NEC	30.75%
OPTOMA TECHNOLOGY	56.75%
PANASONIC	45.75%
PROMETHEAN	35.75%
SONY	38.75%
VIEWSONIC	33.75%

Category 4 - Photographic Equipment

Manufacturer (List Alphabetically)	Discount %
PANASONIC	25.75%

Category 5 - Screens/Display

AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

Manufacturer (List Alphabetically)	Discount %
BENQ PERIPHERALS	9.75%
BOXLIGHT	14.75%
CHIEF MANUFACTURING	36.75%
DELL	22.75%
ELMO PROJECTORS	23.75%
EPSON	56.75%
LG ELECTRONICS	8.75%
NEC	12.75%
NEWLINE INTERACTIVE	4.75%
PANASONIC	45.75%
PEERLESS	46.75%
PLANAR	8.75%
PROMETHEAN	29.75%
SAMSUNG	27.75%
SHARP ELECTRONICS	30.75%
SMART	6.75%
VIEWSONIC	26.75%

Category 6 - Peripherals/Accessories

Manufacturer (List Alphabetically)	Discount %
ADVANCED NETWORK DEVICES	20.75%
AIRTAME	5.75%
BELKIN	5.75%
BLOXELS	0.75%
C2G	33.75%
CHIEF MANUFACTURING	36.75%
CUBELETS BY MODULAR ROBOTICS	0.75%
DELL	22.75%
EPSON	56.75%
ERGOTRON	0.75%
FRONT ROW	3.75%
HP INC	1.75%
INCIPIO	38.75%
IOGEAR	8.75%
KANO	0.75%
KIBO BY KINDER LAB	0.75%
KRAMER ELECTRONICS	35.75%

PARTICIPATING ADDENDUM



AUDIO VIDEO EQUIPMENT and SUPPLIES

Led by the State of Alaska

LABDISC COMPONENTS	13.75%
LOGITECH	21.75%
MAKEY MAKEY	0.00%
MATTER & FORM	0.75%
MERGE	0.75%
NEC	17.75%
OZOBOT	0.75%
PANASONIC	14.75%
PEERLESS	46.75%
PI-TOP	0.75%
PLANAR	8.75%
PROMETHEAN	29.75%
ROBOTIS	0.75%
SAMSUNG	27.75%
SONY	17.75%
SPECTRUM INDUSTRIES	44.75%
STARTECH COM	19.75%
TRIPP LITE	50.75%
VIEWSONIC	26.75%
WONDER WORKSHOP	0.75%