

Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Purchase & Property

REQUEST FOR CONTRACT EXTENSION

**DATE:** May 21, 2020  
**CONTRACT:** Networking Communications and Maintenance  
**CONTRACT NO.:** 8001458 – Cisco Systems Inc.  
**CONTRACT PERIOD:** January 1, 2014 through May 31, 2019  
**EXTENSION:** June 1, 2019 through May 31, 2020  
**EXTENSION:** June 1, 2020 through May 31, 2021

**Questions:** Jennifer Jack, Purchasing Agent  
**Phone:** 603-271- 3146  
**E-Mail:** Jennifer.Jack@DAS.NH.Gov

EXPLANATION

I am requesting the approval to exercise a one (1) year extension provision allowed for statewide contract 8001458 for Cisco related purchases. The current contract was implemented on June 1, 2014 for five (5) years with additional extensions, as a result of NASPO bid JP140001 and Contract AR-233. This contract allows for nine resellers of Cisco related items. Quotes are to be obtained by all resellers and follow the procurement and DoIT ordering process.

I have verified through System for Award Management that there are no records of debarment or exclusions listed. I have also surveyed the Department of Information Technology (DoIT) for specifications, approval and guidance throughout this process and they have indicated that the vendor is performing well. The estimated spend on this contract is \$477,572.32 annually.

The vendor has agreed to extend under the same terms, conditions and pricing structure. I recommend the extension of the contracted based on the information provided above and believe that to do so would be in the best interest of the State.

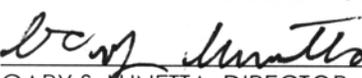
SUBMITTED FOR ACCEPTANCE BY:

\_\_\_\_\_  
JENNIFER JACK PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY  
DATE \_\_\_\_\_  
\*\*\*\*\*

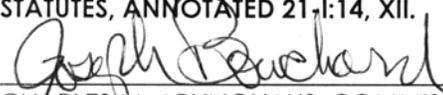
RECOMMENDED FOR ACCEPTANCE BY:

\_\_\_\_\_  
LORETTA RAZIN PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY  
DATE \_\_\_\_\_  
\*\*\*\*\*

APPROVED FOR ACCEPTANCE BY:

 (LAS)  
\_\_\_\_\_  
GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES  
DATE 5/29/20  
\*\*\*\*\*

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21:1:14, XII.

  
\_\_\_\_\_  
CHARLES W. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DATE 5/29/20

**PARTICIPATING ADDENDUM**



**DATA COMMUNICATIONS PRODUCTS  
& SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3227

Participating Addendum #:3

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF NEW HAMPSHIRE**

The following products or services are included in this contract portfolio:

- All products and services listed on the Contractor page of the NASPO ValuePoint website and/or Contactor's contract website.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers Data Communications Products and Services led by the State of *Utah* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of New Hampshire. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of New Hampshire, all state agencies, political subdivisions (cities, counties, municipalities, local governments), special districts or precincts, public educational entities (i.e. K-12 schools and Higher Education institutions) or any other political subdivision, including any nonprofit agency certified under the provisions of section 501(c) of the federal Internal Revenue Code, are eligible purchasers and authorized to purchase Contractor's products and services under the terms of this Participating Addendum.

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

Contractor

Name:	Mimi Farr, Sr. Manager
Address:	170 West Tasman Drive, San Jose, CA 95134
Telephone:	(408) 527-2627
Fax:	(408) 608-1802
Email:	miminguye@cisco.com



**DATA COMMUNICATIONS PRODUCTS  
& SERVICES (2019-2026)**

Led by the State of Utah

Participating Entity

Name:	Jennifer Jack , Purchasing Agent- State of New Hampshire
Address:	25 Capitol Street, Concord, NH 03301
Telephone:	603-271-3146
Fax:	603-271-7564
Email:	Jennifer.jack@das.nh.gov

**4. 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.

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

1. Amend Section 12.4 of Attachment A to say:

Notwithstanding the foregoing, Purchaser will not defend and indemnify Cisco against, nor will Cisco be liable for, any IPR Claim, arising from the following:

**[Pursuant to New Hampshire RSA 9:20]**

2. Delete Section 11 of Attachment A (Indemnification) and replace with the following:

Parties to this contract will not defend, indemnify or hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses.

**[Pursuant to New Hampshire RSA 9:20]**

3. Delete the following from Section 22 of Attachment A (Payment):



**DATA COMMUNICATIONS PRODUCTS  
& SERVICES (2019-2026)**

Led by the State of Utah

---

Any sum not paid by the Purchaser, when due shall bear interest until paid at the rate of 1% per month (12% per annum) or the maximum legal rate, whichever is less.

**[Pursuant to New Hampshire RSA 9:19]**

4. Amend Section 5 of Attachment A (Confidentiality, Non-Disclosure and Injunctive Relief) to include the following:

Purchaser will maintain the confidentiality of any material clearly marked by Cisco as confidential provided disclosure is not required pursuant to New Hampshire RSA 91-A ("Right to Know Law"). In the event a request is made, Purchaser will notify Cisco of request and what, if any, material Purchaser believes is subject to release per analysis by Purchaser, as well as the date material will be released.

Cisco agrees the unless it obtains and provided to the Purchaser, prior to the date specified in the notice described in the paragraph above, a court order valid and enforce In the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to Cisco.

**[Pursuant to New Hampshire RSA 91-A]**

5. Delete Section 23 of Attachment A, Exhibit 2 (Attorneys' Fees).

**[Pursuant to New Hampshire RSA 9:20]**

6. Amend Section 8 (Confidentiality) of Attachment A, Exhibit 2, to include the following:

Customer agrees to use this Confidential Information solely for the purpose set forth herein. Customer further agrees to maintain the confidentiality of any material clearly marked by Cisco as confidential provided disclosure is not required pursuant to New Hampshire RSA 91-A ("Right to Know Law").

**[Pursuant to New Hampshire RSA 91: A]**

**[Pursuant to New Hampshire RSA 90:20]**

5. Lease Agreements and Alternative Financing Methods:

Contractor's Master Agreement which allows for leasing under Section 45 is approved for use by the Participating State. The terms and conditions of the capital lease or financing

**DATA COMMUNICATIONS PRODUCTS  
& SERVICES (2019-2026)**

Led by the State of Utah

---

arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner.

**6. Subcontractors:**

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of New Hampshire, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to Participating Entities, 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 approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may 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 ten (10) 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.

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

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor (only on an as-needed basis) for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

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.

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service under 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. For clarity, sales of Contractor's product or services by Contractor or an authorized reseller made under



**DATA COMMUNICATIONS PRODUCTS  
& SERVICES (2019-2026)**

Led by the State of Utah

---

a separate contract, where the applicable quoting or ordering documents reference that separate contract, are not deemed to be sales under this Master Agreement.

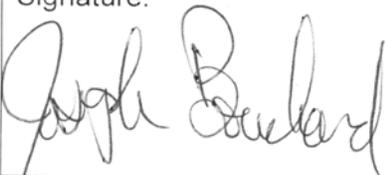
8. The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.
9. 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 3 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, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served. Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.
10. 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.



**DATA COMMUNICATIONS PRODUCTS  
& SERVICES (2019-2026)**

Led by the State of Utah

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

Participating Entity: State of New Hampshire	Contractor: Cisco Systems, Inc.
Signature: 	Signature:
Name: <del>Charles Arlinghaus</del> Joseph Bauckard	Name:
Title: Assistant Commissioner, Administrative Services	Title:
Date: May 29, 2020	Date:

# New NVP Data Comm Master Agreement #AR3227 Transition FAQs



*The current Cisco NVP Data Communications Master Agreement #AR233 will expire on 5/31/2021.  
The NEW Cisco NVP Data Communications Master Agreement #AR3227 is active as of 10/1/2019.*

## 1. What is the “Go-Live” date a Participating State/Entity can start using their new executed PA with Cisco?

- After PA execution, Cisco's Contract Management Office (CMO) will onboard Cisco resellers *that have been qualified by Cisco and approved by the Participating State/Entity*.
- Time to completion for the onboarding process is dependent on the selected resellers passing due diligence checks and completing all required paperwork (including the Participating State/Entity's).
- Upon completion of the onboarding process, the authorized resellers may begin quoting to the eligible buyers under the PA and accept purchase orders.
- Cisco will also have a dedicated contract webpage for each PA with all pertinent details for eligible buyers and authorized resellers.
- New Master Agreement #AR3227 and new PA webpages: <https://www.cisco.com/go/nvp-datacom>

## 2. Has your firm imposed a certain cut-off date for which the old PAs will become inactive and new PAs will go live, or are the new PAs available for use with your firm immediately once executed?

- New executed PAs are only available once the approved resellers have been fully onboarded. See above for details on our onboarding process.
- Old PAs will be available until the expiration of the current Master Agreement #AR233, which is now May 31, 2021 (unless terminated earlier as requested in writing by the Participating State/Entity).
- Cisco strongly encourages eligible buyers to use their respective new PAs to process orders once they are available. The scope of Cisco's new Master Agreement #AR3227 is broader, as follows: Facility Management, Monitoring and Control (new category), IoT and SaaS offers are also included in the other awarded categories – Routers, Security, Storage Networking, Switches, Wireless and Unified Communications.

## 3. With whom from your firm should interested Participating States contact to initiate their PA discussions / negotiations?

Mimi Farr, Sr. Manager - USPS Contracts Management Office  
[nvp-help@cisco.com](mailto:nvp-help@cisco.com) (408) 527-2627

## 4. What process & timeline should Participating States anticipate when executing a PA with your firm?

- Please consider utilizing Cisco's Model PA Template, which has been approved by NASPO ValuePoint and Lead State (UT): [Cisco NVP #AR3227 Model Participating Addendum \(DOC - 1.9MB\)](#)
- Submit proposed new PA to [nvp-help@cisco.com](mailto:nvp-help@cisco.com) for Cisco's review.
- In addition to CMO and Legal, other Cisco stakeholders (i.e. RM, HR, Infosec, etc.) may be involved with the review. Timeline varies depending on the number of Cisco stakeholder reviewers engaged.
- Upon return of Cisco's comments to the proposed PA, Cisco encourages a follow-up teleconference meeting to help expedite the negotiations process.
- Final review, approval and signature with Cisco Legal will take ~1 week to complete.
- Cisco Legal does not require a hard, fully-executed copy of PA for its records; a PDF copy is acceptable.

## 5. Any other information Participating States should know when initiating a PA with your firm that will make the PA process more streamlined with your firm.

Factors that will greatly help expedite Cisco's review of the proposed new PA:

- Ts & Cs that match and/or is similar substantively to the current existing PA (if one exists);
- New Ts & Cs that must be included are statutorily-based, with code references (for further review);
- Avoid restating similar Ts & Cs that are already included/addressed in the new Master Agreement #AR3227; and
- Avoid including attachment(s) or link(s) to the Participating State/Entity's General Procurement/Contract Ts & Cs which would effectively override the new Master Agreement #AR3227. This significantly diminishes the original intent and value of leveraging the new Master Agreement #AR3227 by both parties.

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

Date: 5/15/20

NOTICE OF CONTRACT EXTENSION

COMMODITY: Networking Communications & Maintenance

CONTRACT NO.: 8001458 NIGP CODE: 204-0000

For all purchases issued against this agreement NH contract number 8001458 MUST be entered on the requisition to print on the purchase order.

CONTRACTOR: Cisco Systems Inc.  
170 W. Tasman Drive  
San Jose, CA 95134-17069

CONTACT PERSON(S): Gigi Feril  
Tel. No.: 408-424-0712  
Fax No.: # 408-608-1729  
E-Mail: [aferyl@cisco.com](mailto:aferyl@cisco.com)

EFFECTIVE FROM: June 1, 2020 Through May 31, 2021

PAYMENT & TERMS: Payments shall be made via Procurement Card (P-Card –Credit Card) or ACH\*. Orders charged upon delivery/shipment. Net 30 Days

INVOICING & PAYMENTS: Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

F.O.B.: F.O.B. Destination to any location within the State of New Hampshire

ORDERING: Agencies shall receive approval from the Department of Information Technology prior to the purchase of any VOIP related equipment. Quotes shall be obtained directly from all resellers prior to entering a requisition into NHFIRST. All ordering documentation submitted must reference the statewide contract number 8001458.

QUESTIONS: Direct any questions to Jennifer Jack, 603-271-3146 or [Jennifer.Jack@DAS.NH.Gov](mailto:Jennifer.Jack@DAS.NH.Gov)

MINIMUM ORDERS: There is no minimum order required under this contract.

**ORDER INSTRUCTIONS:**

1. Contact **ALL** authorized resellers listed below for quotes.
2. Enter a RQ into NH First to the selected authorized reseller
3. Reference the NAPSO participating addendum contract # 8001458 on order
4. Include the following contact info: Your customer name and phone number, "Ship To" and "Bill To" addresses.

**AUTHORIZED RESELLERS:**

**Eplus Technology**

Steve Low

[slow@eplus.com](mailto:slow@eplus.com) or [nh@eplus.com](mailto:nh@eplus.com)

PH: 800-677-5677 or 781-615-1314

FX: 781-615-1404

**Presidio Networked Solutions**

Jay Donovan

PH: 781-638-2343

Kevin Fleurie

PH: 781-638-2291

**Red River Computer Co**

Helen Archibald

PH: 603-442-5580

Amy Shambo

PH: 603-504-3817

**SHI International Corp.**

Nick Repp

PH: 508-799-5433

**CBTS**

Marilyn Koch

PH: 781-858-6246

**NWN Corporation**

Bill Vigne

Gina Leradi

PH: 916-637-2135

**Custom Computer Specialists Inc**

Danielle Villars

PH: 401-487-7507

**Carousel Industries of North America**

PH: 401-4583-7349

[BLee@carouselindustries.com](mailto:BLee@carouselindustries.com)

**Future Technologies Group Inc**

PH: 617-367-7474

[tlivingston@ftgtechnologies.com](mailto:tlivingston@ftgtechnologies.com)

**ELIGIBLE USERS:**

Reseller is only authorized to resell Cisco Products and Services to the authorized buyers or contract users as defined in Section 1 of the Participating State Addendum ("Authorized Purchasers"), including but not limited to, state agencies, cities, counties, special districts or precincts, educational entities (i.e. K-12 and Higher Ed) or any other political subdivision, including any nonprofit agency certified under the provisions of section 501 (c) of the federal Internal Revenue Code who are authorized by the State of New Hampshire statutes to utilize state contracts.

**SCOPE OF OFFERINGS:**

Cisco's entire Cisco U.S. Global Price List (Cisco Products and Services), excluding Video Conferencing. Please refer to Participating Addendum Section 7 for full details. Reseller shall only resell to the Authorized Users, the Approved Products and Services.



# STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 4

CONTRACT #: AR233

Starting Date: 6/1/2014

Renewed Expiration Date: 5/31/2021

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cisco Systems, Inc. (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

The current expiration on this Master Agreement is May 31, 2020. Unprecedented circumstances with the spread and precautions of COVID-19 have caused significant challenges and delays for both Contractors and Participating States seeking to transition from Contractor's current Data Communications Master Agreement before it expires on May 31, 2020.

In consideration of such unprecedented circumstances, this Agreement is renewed for a 1-year term as prescribed in solicitation # JP14001. Upon the Effective Date, this Agreement will now expire May 31, 2021.

The purpose of this 1-year renewal is intended to give Contractors and Participating States more time to transition from Contractor's current, expiring Data Communications Agreement. Accordingly, starting June 1, 2020 no new Participating Addendums (PAs) may be executed under this current Agreement. However, existing PAs may continue to be used under the current Agreement until the Agreement expires on May 31, 2021.

This amendment to the master agreement, also renews the State of Utah PA under the same # AR233 with the same parties.

Effective Date of Amendment: 4/1/2020

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

March 25, 2020

Mar 26, 2020

Contractor's Signature  
Jenn Pate

Date

Director, State of Utah Division of Purchasing

Date

Authorized Signatory

Contractor's Name (Print)

Title (Print)

**APPROVED BY LEGAL**

For Division of Purchasing Internal Use

Purchasing Agent

Phone #

E-mail Address

Contract #

Solomon Kingston

801-538-3228

skingston@utah.gov

AR233

Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Purchase & Property

REQUEST FOR CONTRACT EXTENSION

**DATE:** May 14, 2019  
**CONTRACT:** Networking Communications and Maintenance  
**CONTRACT NO.:** 8001458 – Cisco Systems Inc  
**CONTRACT PERIOD:** June 1, 2014 through May 31, 2019  
**EXTENSION:** June 1, 2019 through May 31, 2020

**Questions:** Loretta Razin, Purchasing Manager  
**Phone:** 603-271- 0579  
**E-Mail:** [Loretta.Razin@DAS.NH.Gov](mailto:Loretta.Razin@DAS.NH.Gov)

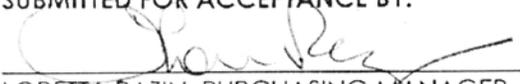
EXPLANATION

I am requesting the approval to exercise a one (1) year extension provision allowed for statewide contract 8001458 for Cisco related purchases. The current contract was implemented on June 1, 2014 for five (5) years with additional extensions, as a result of WSCA/NASPO bid JP14001 and Contract AR-233. This contract allows for nine resellers of Cisco related items. Quotes are to be obtained by all resellers and follow the procurement and DOIT ordering process.

I have verified through System for Award Management that there are no records of debarment or exclusions listed. I have also surveyed Department of Information and Technology (DOIT) for specifications, approval and guidance throughout this process. The estimated spend on this contract is \$ 477,572.32 annually.

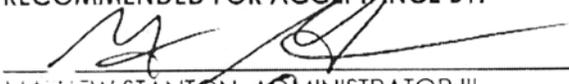
The vendors has agreed to extend under the same terms, conditions and pricing structure. I recommend the extension of the contracted based on the information provided above and believe that to do so would be in the best interest of the State.

SUBMITTED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
LORETTA RAZIN, PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY  
\*\*\*\*\*

DATE 5/15/19

RECOMMENDED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
MATTHEW STANTON, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY  
\*\*\*\*\*

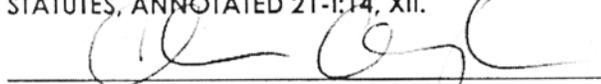
DATE 5/15/19

APPROVED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES  
\*\*\*\*\*

DATE 5/15/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

  
\_\_\_\_\_  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
\*\*\*\*\*

DATE 5-15-19



# STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR233

Starting Date: 6/1/2014

Renewed Expiration Date: 5/31/2020

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cisco Systems, Inc. (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

The current expiration on this Master Agreement is May 31, 2019. This Agreement is renewed for a 1-year term as prescribed in solicitation # JP14001. Upon the Effective Date, this Agreement will now expire May 31, 2020.

Effective Date of Amendment: 3/1/2019

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

February 4, 2019

Feb 7, 2019

Contractor's Signature

Date

Christopher Hughes (Feb 7, 2019)

Director, State of Utah Division of Purchasing

Date

Jenn Pate

Contractor's Name (Print)

Authorized Signatory

Title (Print)

**APPROVED BY LEGAL**

**For Division of Purchasing Internal Use**

Purchasing Agent

Phone #

E-mail Address

Contract #

Solomon Kingston

801-538-3228

skingston@utah.gov

AR233

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of New Hampshire  
(hereinafter "Participating State/Entity")

Page 1 of 7

1. Scope: Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR233 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official. 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. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

In accordance with State statute RSA 21-I:11 the Department of Administrative Services – Bureau of Purchase & Property is imbued with the authority to purchase goods and services on behalf of the State. The Commissioner of Administrative Services has the legal authority to sign and execute this Participating Addendum. The State of New Hampshire is a member of WSCA.

In accordance with 21-I:17 Additional Purchasing Authority, the director of plant and property management may purchase supplies or services for the legislative or judicial branches whenever the governing body thereof so desires. In addition, within the State of New Hampshire, all state agencies, cities, counties, special districts or precincts, educational entities (i.e. K-12 and Higher Ed) or any other political subdivision, including any nonprofit agency certified under the provisions of section 501(c) of the federal Internal Revenue Code, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum.

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of New Hampshire  
(hereinafter "Participating State/Entity")

Page 2 of 7

3. Participating State Modifications or Additions to Master Agreement:

The WSCA Cisco Data Communications Products and Services Master Agreement AR-233 between Cisco and the State of New Hampshire shall be modified as follows:

1. Amend Section 12.4 of Attachment A to say:

Notwithstanding the foregoing, Purchaser will not defend and indemnify Cisco against, nor will Cisco be liable for, any IPR Claim, arising from the following:

**[Pursuant to New Hampshire RSA 9:20]**

2. Delete Section 11 of Attachment A (Indemnification) and replace with the following:

Parties to this contract will not defend, indemnify or hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses.

**[Pursuant to New Hampshire RSA 9:20]**

3. Delete the following from Section 22 of Attachment A (Payment):

Any sum not paid by Purchaser, when due shall bear interest until paid at a rate of 1% per month (12% per annum) or the maximum legal rate, whichever is less.

**[Pursuant to New Hampshire RSA 9:19]**

4. Amend Section 5 of Attachment A (Confidentiality, Non-Disclosure and Injunctive Relief) to include the following:

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of New Hampshire  
(hereinafter "Participating State/Entity")

Page 3 of 7

Purchaser will maintain the confidentiality of any material clearly marked by Cisco as confidential provided disclosure is not required pursuant to New Hampshire RSA 91-A ("Right to Know Law"). In the event a request is made, Purchaser will notify Cisco of request and what, if any, material Purchaser believes is subject to release per analysis by Purchaser, as well as the date material will be released.

Cisco agrees that unless it obtains and provides to the Purchaser, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to Cisco.

**[Pursuant to New Hampshire RSA 91-A]**

5. Delete Section 23 of Attachment A, Exhibit 2 (Attorneys' Fees).

**[Pursuant to New Hampshire RSA 9:20]**

6. Amend Section 8 (Confidentiality) of Attachment A, Exhibit 2, to include the following:

Customer agrees to use this Confidential Information solely for the purposes set forth herein. Customer further agrees to maintain the confidentiality of any material clearly marked by Cisco as confidential provided disclosure is not required pursuant to New Hampshire RSA 91-A ("Right to Know Law").

**[Pursuant to New Hampshire RSA 91-A]**

7.

**[Pursuant to New Hampshire RSA 9:20]**

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of New Hampshire  
(hereinafter "Participating State/Entity")

Page 4 of 7

4. Lease Agreements: Contractor's Master Agreement allows for leasing under Section 22 and is available under this Participating Addendum. The terms and conditions of the capital lease financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner.

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

Contractor

Name	Mimi Farr, Sr. Manager
Address	170 West Tasman Drive, San Jose, CA 95134
Telephone	(408) 527-2627
Fax	(408) 608-1802
E-mail	miminguye@cisco.com

Participating Entity

Name	Paul Rhodes, Purchasing Agent
Address	25 Capitol Street, Concord, NH 03301
Telephone	(603) 271-3350
Fax	(603) 271-7564
E-mail	paul.rhodes@nh.gov

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

6. Subcontractors: All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of New Hampshire, 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 approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of New Hampshire  
(hereinafter "Participating State/Entity")

Page 5 of 7

Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. 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.

7. 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.

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 and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

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.

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

8. Product & Services Offering: The full suite of product and service offerings available under the Master Agreement may be procured under this Participating Addendum.

9. Term: The term of this Participating Addendum shall begin on the *later of* June 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of New Hampshire  
(hereinafter "Participating State/Entity")

Page 6 of 7

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, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

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

**PARTICIPATING ADDENDUM  
 WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
 DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
 Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
 Cisco Systems, Inc.  
 (hereinafter "Contractor" or "Cisco")

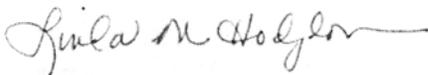
Master Agreement No: AR233

And

State of New Hampshire  
 (hereinafter "Participating State/Entity")

Page 7 of 7

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

Participating State: State of New Hampshire	Contractor: Cisco Systems, Inc.
By: 	By:
Name: <i>Linda M. Holglun</i>	Name:
Title: <i>Commissioner</i>	Title:
Date: <i>5/14/14</i>	Date:

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	<a href="mailto:pstembler@wsca-naspo.org">pstembler@wsca-naspo.org</a>

**[Please email fully executed PDF copy of this document to  
 PA@wsca-naspo.org to support documentation of participation and  
 posting in appropriate data bases]**



# STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 11

CONTRACT # AR233

Original Starting Date: 10/01/07

Expiration Date: 05/31/14

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

**CISCO SYSTEMS, INC.**  
(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: 08/31/14

Effective Date of Amendment: 05/31/14

Potential Renewal Options Remaining:

The contract is amended to:

Please provide the following contact information.

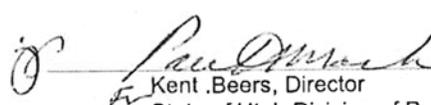
	Name	Phone Number	Email Address
General Contact	Mimi Farr	Office: 408.527.2627 Cell: 650.303.4483	mimnguye@cisco.com
Sales Contact	Steven Wells	Office: 4088952957 Cell: 5033185336	swells@cisco.com
Quarterly Report Contact	Angelene Feril	Office: 408.424.0712 Cell: 408.318.3163	aferil@cisco.com

All other terms and conditions in the original contract remain the same.  
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

  
 Contractor's Signature \_\_\_\_\_ Date May 5, 2014  
 Juan Pablo Brockmann  
 Director, Finance  
 Contractor's Name (Print) \_\_\_\_\_

  
 \_\_\_\_\_ Date 5/9/14  
 Kent Beers, Director  
 State of Utah Division of Purchasing

Title (Print)

**APPROVED BY LEGAL**

Purchasing Agent	Phone #	e-mail	Fax #	Contract #
Jennifer Salts	(801) 538-3064	jennifersalts@utah.gov	(801) 538-3882	AR233

10/27/2008