

PARTICIPATING ADDENDUM

**For
STATE OF NEVADA**

**WESTERN STATES CONTRACTING ALLIANCE
CISCO SYSTEMS INC.
MASTER PRICE AGREEMENT NO. AR-233
For
DATA COMMUNICATIONS EQUIPMENT**

This Participating Addendum is executed by and between the State of Nevada ("State"), acting by and through the Department of Administration Purchasing Division, as a Participating State to purchase from the WSCA Price Agreement, Number AR-233, with Cisco Systems, Inc., 170 West Tasman Drive, San Jose, California, 95314 ("Cisco" or "Contractor").

This WSCA Participating Addendum between the above-referenced Participating State and Cisco (collectively hereafter referred to as the "Parties") is entered into for good and valuable consideration, the mutual receipt of which is hereby acknowledged by the Parties, on the terms and conditions set forth herein as of the date of last signature below (the "Effective Date" of this Participating Addendum).

1. **Scope:** This Participating Addendum adds the State of Nevada as a Participating State to purchase from WSCA Master Price Agreement No. AR-233 with Cisco Systems Inc. All Governmental entities within the State of Nevada including all State Agencies, the University and Community College system, the Court System, Legislative Counsel Bureau, Cities, Counties, Public Schools, Institutions of higher education and political subdivisions are authorized to purchase Data Communications Equipment Products and Services under Master Price Agreement No. AR-233.

This agreement is not a purchase order, nor does it guarantee any purchases to be made by the State of Nevada.

Political Subdivision Participation: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices as set forth in this Participating Addendum and the WSCA Master Price Agreement

Purchase Orders for State Agencies: Orders over \$1,000.00 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with WSCA Master Price Agreement, Attachment B, Section 20 and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by the Nevada State Purchasing Division. Orders under \$1,000.00 may be purchased direct by the using agency.

2. **Changes to Master Price Agreement:** The following provision is applicable to this Participating Addendum only and is in addition to the provisions contained in the Master Price Agreement.

Nevada Quarterly Reporting

Cisco Systems Inc. will provide a quarterly sales report showing the gross Nevada sales for the quarterly period just ended to the Primary Contact (Paragraph 5. below) in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by Purchasing Entity name, e.g., by State agency or political subdivision. The quarterly report will also include any adjustments from prior periods, if applicable.

- Lease Agreements:** Lease agreement terms and conditions have not been approved for use by Purchasing Entities under this Participating Addendum.
- Services:** Any onsite services, i.e. installation, training, etc., must be procured via an Independent Contract for Services.
- Primary Contact:** The primary state government contact for this participating addendum is as follows:

Contact:	Marti Marsh, Purchasing Officer
State/Political Entity:	State of Nevada, Department of Administration Purchasing Division
Address:	515 E. Musser Street, #300
City, State, Zip:	Carson City, NV 89701
Phone:	(775) 685-0180
Fax:	(775) 684-0188
Email:	mmarsh@purchasing.state.nv.us

- Subcontractors, Authorized Resellers:** Subcontractors and/or authorized resellers will be listed on the State of Nevada, Purchasing Division's contract website.
- Effective Date and Contract Period:** Pursuant to Nevada law, this Participating Addendum shall be effective upon the date of final execution by the State. The Contract Period will be from the date of final execution by the State to May 31, 2010, with the option of two (2) one-year extensions, upon agreement by both parties.
- Jurisdiction and Venue:** This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.
- Termination of the Participating Addendum:** WSCA Master Agreement, Attachment B, Section 12.2.2 is modified to allow this Participating Addendum to be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor in lieu of the stated 45 days notice. In the event that the contract vendor is in default, termination of the Participating Addendum will be governed by WSCA Master Price Agreement, Attachment B, Section 12.4.2. This

Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

10. **Non-Appropriation of Funds:** The State may terminate the Purchase Order under Paragraph 12.3 of WSCA Master Agreement, Attachment B, upon written notice if for any reason the using agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

This Participating Addendum and the WSCA Master Price Agreement, Number AR-233 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, as formally amended by the original parties thereto throughout the contract term, shall not be added to or incorporated into this Addendum or the Price Agreement and its Exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity: **State of Nevada Purchasing Division**

Contract Vendor: **Cisco Systems, Inc.**

By: Marti Marsh

By: Mark Coyle

Name: Marti Marsh

Name: Mark Coyle

Title: Purchasing Officer

Title: VP CSF Ops

Date: 10-3-08

Date: 9/26/08