

**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 Number: AR233

And

The State of Louisiana  
(hereinafter "Participating State")

Participating State Contract Number: 409349

**1. Scope**

Contractor and the Division of Purchasing and General Services, an agency of the State of Utah ("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 within the scope of the WSCA-NASPO Master Price Agreement led by the State of Utah for use by state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts with the prior approval of the state's chief procurement official. The list of political subdivisions and quasi-state agencies who are eligible users of this Participating Addendum can be found at: <http://www.doa.louisiana.gov/osp/contacts/approvedquasiunits.htm>. 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 state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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.

**3. Term**

The term of this Participating Addendum and State Contract Number 409349 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through May 31, 2019, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 409349 may be extended in accordance with the terms and conditions of the Master Agreement.

#### 4. Non-Exclusive Contract

The contract shall be non-exclusive and shall not in any way preclude the State of Louisiana from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

#### 5. Changes

A. The following Product Lines are excluded from purchase under this contract:

- Professional Services, Section 5.3.1.2 of Attachment B – Scope of Work.
- Partner Services, Section 5.3.1.3 of Attachment B – Scope of Work
- Consulting Services
- Lease Agreements

B. **Storage Area Networking Purchases** are limited to an individual contract line item cost not to exceed a cost of \$50,000 each and a total release/purchase order amount not to exceed \$1,000,000. Procurements shall not be artificially divided to circumvent the \$1,000,000 threshold.

C. **Equipment Installation** is limited to the unpacking, inventory, assembly of components, rack and stack work, staging, rack mounting of chassis, patch cord/cross connects and powering up of equipment. Vertical and horizontal wiring and cabling materials, equipment room patch panels/frames/racks, etc. and labor charges are specifically excluded from the contract.

Staging is defined as “holding, organizing and/or assembling purchased equipment and materials as they arrive at designated areas for customers in preparation for installation”.

D. **Initial Software Configuration** is limited to the configuring of software to support the routing, switching, feature/function assignments and/or security parameters required on the initial turn up of the equipment and software to deliver a functioning network product to the purchaser. Consulting services of any type to include, but not limited to, system design, capacity analysis, network performance evaluation, as well as any ongoing technical support are specifically excluded.

E. **Training** is limited to pre-developed training in support of products available through this participating addendum that is included in a publicly available course catalog of training. **No customized training is allowed.**

F. **Attachment A, Section 2. Amendments**, ADD the following language:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the WSCA-NASPO Contract Administrator, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

G. **Attachment A, Section 3. Assignment/Subcontract**, ADD the following language:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 409349 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust

company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**H. Attachment A, Section 4. Cancellation, REVISE to read as follows:**

**Termination for Cause:** The State may terminate this Participating Addendum or State Contract Number 409349 for cause based upon the material failure of Contractor to comply with the terms and/or conditions of this Participating Addendum or State Contract Number 409349 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such material failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum or State Contract Number 409349 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum or State Contract Number 409349 provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**Termination for Convenience:** The State may terminate this Participating Addendum or State Contract Number 409349 at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date. Notwithstanding the foregoing, both parties shall also have the option to negotiate an effective end date for this Participating Addendum or State Contract Number 409349. Any cancellation under this provision shall not affect the rights and obligations of either parties attending orders outstanding at the time of cancellation, e.g. any right of the State to indemnification by the Contractor, rights of payment by Contractor for goods/services delivered and accepted, and rights attending to any warranty or default in performance in association with any prior order.

**Termination for Non-Appropriation of Funds:** The continuation of this Participating Addendum, State Contract Number 409349 or any order issued pursuant to State Contract Number 409349, provided Customer notifies Contractor of the order cancellation request at least ten (10) days prior to either a) product shipment for a product order or b) the scheduled start date of delivery of subscription services for a services order, is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 409349, or any order issued pursuant to State Contract Number 409349. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 409349, or any order issued pursuant to State Contract Number 409349, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 409349, or any order issued pursuant to State Contract Number 409349; this Participating Addendum, State Contract Number 409349 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated, or in the case of any order issued pursuant to State Contract Number 409349, such order shall be cancelled provided Customer notifies Contractor of the order cancellation request at least ten (10) days prior to either a) product shipment for a product order or b) the scheduled start date of delivery of subscription services for a services order .

Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds; however, the State shall use reasonable efforts to provide Contractor with notice immediately after the State becomes aware of the non-appropriation of funds.

Any cancellation under this provision shall not affect the rights and obligations of either parties attending orders outstanding at the time of cancellation, e.g. any right of the State to indemnification by the Contractor, rights of payment by Contractor for goods/services delivered and accepted, and rights attending to any warranty or default in performance in association with any prior order.

**I. Attachment A, Section 10. Governing Laws,** ADD the following language:

This Participating Addendum, State Contract Number 409349, or any order issued pursuant to State Contract Number 409349 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 409349, or any order issued pursuant to State Contract Number 409349 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**J. Attachment A, Section 11. Indemnification,**

In the first sentence of the above referenced Section, delete “(including, without limitation, reasonable attorneys’ fees)” in its entirety. This change is made in compliance with Louisiana Revised Statutes 39:1678.1(E).

In addition, change the end of the first sentence of the above referenced Section to “...of the indemnifying party or the officers, directors, employees, or agents.” This change is made in compliance with Louisiana Revised Statutes 38:2195(A).

**K. Attachment A, Section 19.6,** REVISE to read as follows:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

**L. Attachment A, Section 22. Payment,** ADD the following language:

**Electronic Vendor Payment Solutions:** The State desires to make payment’s electronically. The methods of payment may be via the State’s LaCarte card (procurement card), EVP method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or EFT payments sent directly from the State’s bank directly to the payee’s bank. See Attachment A for additional information regarding electronic payment methods.

**Late Payments:** Interest due by a State agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

**Lease Agreements:** No Leasing Is Authorized Under this Participating Addendum.

**M. Attachment A, Section 24. Audit of Records,** ADD the following language:

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to this

Participating Addendum, State Contract Number 409349, or any order issued pursuant to State Contract Number 409349 for a period of five (5) years after the Effective Date or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose and shall not unduly interrupt or interfere with Contractor's normal business operations, and provided further that in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, to the extent permitted by law, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor. The State of Louisiana shall make every attempt to provide Contractor thirty (30) days advance written notice to perform an audit of Contractor's records, as it pertains only to the State of Louisiana's purchases under this Participating Addendum, State Contract Number 409349, or any order issued pursuant to State Contract Number 409349.

**N. Attachment A, Section 25. Reports,** ADD the following language:

Contractor shall submit quarterly reports to the State of Louisiana Contracts Manager showing the quantities and dollar volume of purchases of product and services for the State of Louisiana. The due dates of each quarterly report are as follows:

Quarter #1: July 1 through September 30, due annually by November 30.  
Quarter #2: October 1 through December 31, due annually by February 28.  
Quarter #3: January 1 through March 31, due annually by May 31.  
Quarter #4: April 1 through June 30, due annually by August 31.

The reports shall be in the format developed by the Lead State and supplied to the Contractor.

Payment of Administrative fees is not applicable to this Participating Addendum.

**O. Attachment A,** ADD the following clauses:

**Contract Controversies:** Any claim or controversy arising out of the Participating Addendum shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

**Code of Ethics:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum. The Contractor agrees to use reasonable efforts to immediately notify the state when Contractor becomes aware of potential violations of the Code of Governmental Ethics that may arise at any time during the term of this Participating Addendum.

**Website:** To the extent the requirements of the State of Louisiana Website Internet Catalogue Purchasing Information (REV: 11/11/05) (the "Procedure") are within the existing capabilities and functionality of the WSCA approved Cisco State Website, Cisco agrees to make reasonable efforts to comply with those requirements. The parties agree that Cisco will not be responsible for developing and/or implementing an online product or punch-put catalog and any related training as required in Sections 4.0 and 7.0 of the Procedure. In the event the referenced Louisiana Procedure and the Master Agreement are in conflict, the Master Agreement will prevail.

**P. Exhibit 2 – Additional Vendor Terms and Conditions**

All changes listed above are applicable to Exhibit 2.

## **6. Louisiana Pricing Schedule ("LAPS") Contract**

State Contract Number 409349 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.I.1709 must be followed by Louisiana purchasing entities utilizing the contract.

## **7. Primary Contacts**

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

### Contractor

Mimi Nguyen  
Sr. Manager, U.S. Public Sector Contracts Management Office  
Cisco Systems, Inc.  
170 West Tasman Drive  
San Jose, CA 95134  
Email: [mimnguye@cisco.com](mailto:mimnguye@cisco.com)  
Voice: (408) 527-2627  
Fax: (408) 608-1729

### Participating State

Felicia Sonnier  
Assistant Director of State Purchasing  
P. O. Box 94095  
Baton Rouge, LA 70804-9095  
Email: [felicia.sonnier@la.gov](mailto:felicia.sonnier@la.gov)  
Voice: (225) 342-8029  
Fax: (225) 342-8688

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

## **8. Subcontractors**

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Louisiana, 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 State of Louisiana, 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 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.

## **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.

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.

## 10. Notices

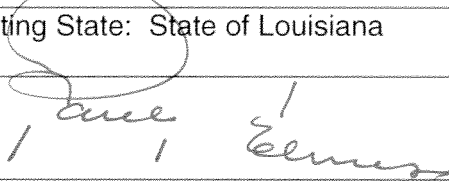

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to **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 in Section 7 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice).

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.

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

Participating State: State of Louisiana	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: Paul A. Holmes	Name: Brian Fukuhara
Title: Director of State Purchasing	Title: Vice President Finance
Date: 9/9/14	Date: SEP 04 2014

