

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.
Master Agreement No: AR233
(hereinafter "Contractor")

And

[State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS]
(hereinafter "Participating State/Entity")

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1. **Scope:** This addendum covers the Data Communications Products and Services 14-19 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.

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.

3. **Participating State Modifications or Additions to Master Agreement:**

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

A. Eligible Users

State agencies and other eligible users (hereinafter collectively referred to as "Eligible Users" or an "Eligible User") may make purchases from this Agreement pursuant to the terms and conditions of the Contract as modified and supplemented herein.

B. Changes and Additions to the Contract

1. Upon execution of this Alternate Contract Source (ACS) agreement, the Department of Management Services (Department) and all Eligible Users may purchase products and services under the WSCA-NASPO contract No. 7wn2002 for Data Communications Equipment & Services, Exhibit A.
2. The Department and Eligible Users acknowledge and agree to be bound by the terms and conditions of Exhibit A, except as otherwise specified in this ACS.
3. The following are modifications to Exhibit A.

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- a. Prices: The prices of the ACS are set forth in the attached Exhibit B, "State of Florida Price List," and are incorporated herein.
- b. PUR 1000 Form: The Department Purchasing Form PUR 1000 is attached hereto and incorporated herein as Exhibit C.
- c. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- d. Effective Date: The ACS shall become effective on the last date signed below and is coterminous with Exhibit A, unless terminated earlier by the Department. Exhibit A specifies the term as June 1, 2014 through May 31, 2019 with no renewal options identified.
- e. Vendor Registration and Transaction Fees: In order to complete any transaction between a Buyer and the Vendor, the Vendor must be registered with the Department of State, Division of Corporations (www.sunbiz.org) and in [MyFloridaMarketPlace](#). Section 287.042(1)(h), Florida Statutes, and Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. All transactions are subject to a transaction fee pursuant to the rule.
- f. Orders: In order to procure products and services hereunder, Eligible Users shall issue purchase orders or use a Purchasing Card which shall reference this ACS. Eligible Users are responsible for reviewing the terms and conditions of this ACS

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and Exhibit A. Neither the Department nor WSCA-NASPO is a party to any purchase order issued hereunder.

- g. **Compliance with Laws:** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Rule 60A-1 of the Florida Administrative Code govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the contract.
- h. **Other Eligible Users:** If any additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from the ACS referenced above, in lieu of this ACS, the Eligible User is responsible for signing a separate contract with the Contractor, capturing that additional contract language.
- i. **Provisions of section 287.058, Florida Statutes:** The provisions of section 287.058(1)(a)-(c) and (g), Florida Statutes, are hereby incorporated by reference.
- j. **Public Records:** If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does

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not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Service Provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and subsection 119.07(1).

- k. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, Florida Statutes and section 216.347, Florida Statutes, prohibiting use of funds to lobby the Legislature, Judicial, or state agencies.

C. Contract Number

All purchase orders issued by Eligible Users within the State of Florida shall include the Department of Management Service's contract number, 43220000-WSCA-14-ACS, unless otherwise provided by Florida Law, statute, rule or this ACS. State agencies will not be required to submit an ACS form for purchases related to this ACS.

D. Contract Document

This ACS and its Exhibits set forth the entire agreement between the parties with respect to the subject matter of this ACS. The terms and conditions of this ACS and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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E. Event of Dispute

In the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

1. This Participating Addenda
2. Exhibit B, State of Florida Price List
3. Exhibit C, PUR 1000
4. Exhibit A, State of Utah WSCA-NASPO Agreement 7wn2002, Data Communications Equipment & Services
5. Exhibit D, Preferred Pricing Affidavit

F. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this ACS. However, any intellectual property developed as a result of this ACS will belong to and be the sole property of the Eligible User. This provision will survive the termination or expiration of the ACS.

G. Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the ACS term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state ACS utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the ACS term.

H. State of Florida Price List

The Contractor shall provide, as Exhibit B, to the Department's Contract Administrator (Participating Entity Contact) a copy of the product and services price list, which shall be posted on the Department's website. If the Contractor's price list will be the same as the WSCA-NASPO price list, the Contract must advise the Contract Administrator and the Department will post a link on the Department's website to the price list posted on the WSCA-

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NASPO website. Contractors are encouraged to provide special pricing and/or tiered discount rates applicable to State of Florida Eligible Users wherever possible.

I. Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference as the attached Exhibit D, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

J. Scrutinized Company List

In executing this ACS, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

K. Ordering Instructions

The focus is to direct the Eligible User with the proper method of purchasing the goods and/or services awarded based on direction from the Eligible User and previous experience with such commodities.

1. The Contractor agrees to meet the following requirements:

- a. Provide appropriate contact information for Eligible Users to use for product and/or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
- b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or

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distributors for use; and

c. The accuracy of this information must be maintained by Contractor throughout the duration of the ACS; and

2. Contractor must be able to accept Purchase Orders (PO) via fax, e-mail, or cXML as identified in L.1 below.

L. Electronic Invoicing

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP within ninety (90) days from contract effective date. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below:

1. **cXML (commerce eXtensible Markup Language)**
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.
2. **EDI (Electronic Data Interchange)**
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.
3. **PO Flip via ASN**
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is

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authorized and empowered to and hereby grants the State and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the ACS.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing upon contract award.

M. Contract Quarterly Reports

Each Contractor shall submit a Quarterly Report in the required format electronically to the Department Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the Quarterly Report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS.

Initiation and submission of the Report are the responsibility of the Contractor without prompting or notification by the Contract Manager.

Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the contract.

N. Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

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O. Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program., please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period. Commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

P. Subcontractors

The contractor may use a subcontractor in order to provide adequate network infrastructure equipment and services. All subcontractors shall be the direct responsibility of the Contractor that entered into such subcontract. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor shall be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s). The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Department of State, Division of Corporations (www.sunbiz.org)

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- Registered in the MFMP Vendor Information Portal
(<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists
http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services
(<https://flvendor.myfloridacfo.com>)

Q. Warrant of Authority

Each person signing this Participating Addendum warrants that he or she is duly authorized to do so and to bind the respective party.

4. Lease Agreements: Agencies may lease equipment through alternative financing arrangements other than through the State of Florida Consolidated Equipment Financing Program (CEFP). This option is governed by sections 287.063 and 287.064, Florida Statutes, and Rule 69I-3, Florida Administrative Code. The Department of Financial Services (DFS) Finance and leasing Section will review proposed leases to determine compliance with all requirements and to ensure leases are economical and cost effective. The Contractor and Eligible User (working together) will be required to complete and submit to DFS the Checklist – Approval to Lease Equipment form. A copy of the form may be found at the DFS website: <http://www.myfloridacfo.com/Division/AA/Forms/default.htm>

Prior approval of the Chief Financial Officer (as defined in Section 17.001, Florida Statutes) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes. All State agencies are urged to review the Chief Financial Officer's latest memorandum addressing leases and deferred-payment purchases of equipment when considering the leasing or purchasing of equipment. DFS memos can be found at: <http://www.myfloridacfo.com/Division/AA/Memos/default.htm>.

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

Contractor

Name	Mimi Farr
Address	170 West Tasman Dr., San Jose, CA 95134
Telephone	408-527-2627
Fax	
E-mail	mimnguye@cisco.com

Participating Entity

Name	Brian Leger
Address	4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone	(850) 410-0978
Fax	(850) 414-6122
E-mail	Brian.Leger@dms.myflorida.com

6. Subcontractors: All [**contractor**] dealers and resellers authorized in the State of Florida, 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. The [**contractor**] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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.

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

Participating State: <i>Florida</i>	Contractor:
By: <i>Kelley J Scott</i>	By: <i>Brian Fukuhara</i>
Name: <i>Kelley Scott</i>	Name: Brian Fukuhara
Title: <i>Director of State Purchasing and Chief Procurement Officer</i>	Title: Vice President Finance
Date: <i>9/17/14</i>	Date: SEP 15 2014

[Additional signatures as required by Participating State]

APPROVED BY LEGAL

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

**[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]**