



January 28, 2025

Gigi Feril  
Cisco Systems, Inc.  
170 W Tasman Dr  
San Jose, CA 95134

Dear Gigi:

The following document is enclosed for you to complete and return:

- State of Minnesota Contract No. 260552 for Telecom: Network Equipment, Maintenance & Support

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by  
**February 7, 2025.**

Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Erin McCormack  
Acquisition Management Specialist  
Enclosure(s)



# State of Minnesota Contract

SWIFT Contract No.: 260552

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Cisco Systems, Inc. whose designated business address is 170 West Tasman Drive, San Jose, CA, 95134 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

## Recitals

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1. State issued a solicitation identified as SWIFT Event No. G0210- 2000014332 on August 24, 2023, for Telecom: Network Equipment, Maintenance & Support ("Solicitation");
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

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## Contract

### 1. Term of Contract

- 1.1 Effective date. January 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this contract (the "Contract") until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date. December 31, 2026, or until the fulfillment of all then-active orders pursuant to Section 24 (Survivability of Orders), whichever occurs first. The Contract may be extended for up to an additional 36 months, in increments as determined by the State, through a duly executed amendment.

### 2. Contractor's Duties

The Contractor shall perform all duties described in this Contract in compliance with the Contract specifications.

### 3. Representations and Warranties

- 3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law, the State is empowered to engage such assistance as deemed necessary.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in

accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. **Time** The Contractor must comply with all the time requirements described in this Contract

5. **Compensation and Conditions of Payment**

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed in compliance with the Contract specifications and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work performed in violation of federal, state, or local law.

6. **Authorized Representative**

6.1 The State's Authorized Representative is Erin McCormack, Acquisition Management Specialist, 50 Sherburne Avenue, Suite 112, Saint Paul, MN 55155, 651-201-3168, or her successor or delegate, and has the responsibility to monitor the Contractor's performance.

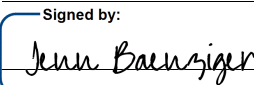
6.2 The Contractor's Authorized Representative is Gigi Feril, Contracts Management Office (CMO) Leader at the following business and email addresses and telephone number: 170 West Tasman Drive, San Jose, CA, 95134, [nvp-help@cisco.com](mailto:nvp-help@cisco.com), 408-424-0712, or her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must promptly notify the State.

7. **Exhibits**

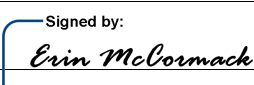
The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule
- Exhibit E: Cisco General Terms
- Exhibit F: Authorized Resellers
- Exhibit G: Sample Work Order Contract

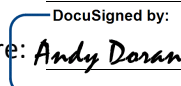
1. Cisco Systems, Inc.  
*The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print name: Jenn Baenziger  
Signature:   
Title: Authorized Signatory Date: 1/30/2025

2. Office of State Procurement  
*With delegated authority*

Print name: Erin McCormack  
Signature:   
Title: Acq Mgmt Specialist Date: 1/30/2025

3. Commissioner of Administration  
*As delegated to The Office of State Procurement*

Print name: Andy Doran  
Signature:   
Title: IT Acquisitions supervisor Date: 1/30/2025

## **Exhibit A: Contract Terms**

### **1. Prompt Payment and Invoicing.**

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity (“Customer”), and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

### **2. Assignment, Amendments, Waiver, and Contract Complete.**

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

### **3. Termination.**

3.1 Termination for Convenience. Either party may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods performed or delivered. Any prepaid amounts will not be subject to refund or credit.

3.2 Termination for Breach. If either party fails to perform according to the Contract terms and conditions, the non-breaching party is authorized to (i) immediately terminate the Contract or purchase order, or any portion of it if the breach is not capable of being cured, and (ii) terminate the Contract thirty (30) days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) day period. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Non-Appropriation. The State may terminate this Contract, upon prior written notice to

Contractor, if it does not obtain funding from the Minnesota Legislature, or other funding source, for the payment of the goods and services addressed within this Contract. Such notice of termination shall include documentation evidencing the non-appropriation event and such termination must be a total cancellation of goods and services, not a partial cancellation or reduction thereof. The State agrees that for one-hundred and twenty (120) days following such termination, there will be no replacement purchase, lease, or rental of equipment or services to be used to perform the same or similar function(s) as those performed by the goods or services being terminated pursuant to this Section 3.3. The State is not obligated to pay for any goods or services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for goods or services performed for the period prior to the effective date of termination, to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds, and no refunds of pre-paid fees shall be made to the State in connection with a termination of the Contract pursuant to this Section 3.3. Nothing herein shall be construed to impose a financial obligation upon the State without an appropriation, in violation of Minnesota law.

#### **4. Force Majeure.**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

#### **5. Indemnification and Limitation of Liability.**

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any third-party claims or causes of action (including reasonable attorney's fees incurred by the State) including, without limitation, those based on contract or tort, based upon bodily injury (including death) or other damages, including damage to tangible personal property (not including lost or damaged data), to the extent such third-party claims or causes of action arising from the Indemnifying Party's intentional, willful, or negligent acts or omissions.

The Indemnifying Party is defined to include the Contractor, Contractor's officers, directors, agents or employees and its successors or assigns. In the event that the Indemnified Party's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Indemnifying Party hereunder, the damages and expenses (including, without limitation, reasonable attorney's fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the Indemnifying Party and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the Indemnifying Party shall be proportionately reduced. It is understood that the State's liability shall be subject to and limited by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736 and other applicable law.

The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the Indemnifying Party in writing of the claim, suit or proceeding for which the Indemnifying Party is obligated under this Section, cooperating with, assisting and providing information to, the Indemnifying Party as reasonably required, and, subject to the approval of the Minnesota Attorney General, granting the Indemnifying Party the exclusive right to defend or settle such claim, suit or proceeding. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation

under this Contract, nor shall this clause bar any other rights or remedies the State may have against the Indemnifying Party.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

5.3 Limitation of Liability. All liability of Contractor and its suppliers to the State and any Customer (for claims arising under this Contract or otherwise shall be limited to the greater of (i) three million dollars (\$3,000,000.00), or (ii) the money paid to Contractor by the Customer under this Contract in the twelve (12) month period prior to the event or circumstances that first gave rise to such liability. This limitation of liability is cumulative and not per incident.

5.4 Waiver of Consequential Damages. Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.

## **6. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **7. Contract Use by State Agencies.**

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

## **8. Warranty.**

All hardware products are sold, software licensed, and services delivered with Contractor's standard limited warranty as set forth below.

a. Hardware Products. Contractor warrants that from the date of shipment by Contractor to Customer and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the product or at <https://www.cisco.com/go/warranty>, the hardware Product will be free from defects in material and workmanship, under normal use. This limited Warranty extends only to the original user of the product. Customer's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, (i) shipment of a replacement within the period and according to the replacement process described in the warranty card (if any) or if no warranty card, as described at <https://www.cisco.com/go/warranty>, or (ii) a refund of the purchase price, if the hardware Product is returned to the party supplying it to Customer, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in the replacement of hardware products, may be new or equivalent to new. Contractor's obligations hereunder are conditioned upon the return of affected products, in accordance with Contractor's then- current return procedures. This limited warranty does not apply if the hardware Product (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (ii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed or provided for beta, evaluation, testing or demonstration purposes.

b. Embedded Software Products. Contractor warrants that embedded software will substantially conform to the

applicable documentation of the embedded software for the longer of (i) ninety (90) days following the date the embedded software is made available to Customer for use or (ii) as otherwise set forth at <http://www.cisco.com/go/warranty>. This warranty does not apply if the embedded software, the hardware product supplied by Contractor, or any other equipment upon which the embedded software is authorized to be used: (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which there is not payment of a purchase price or license fee; or (v) has not been provided by an authorized reseller of Contractor. Cisco will use commercially reasonable efforts to deliver to embedded software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the embedded software or data. At Contractor's option and expense, Contractor shall repair, replace, or cause the refund of the license fees paid for the non-conforming embedded software. This remedy is conditioned on Customer reporting the nonconformance in writing to Contractor within the warranty period. Customer may be required to return the embedded software, the Contractor hardware product, and/or documentation as a condition of this remedy. This is Customer's sole and exclusive remedy under this warranty for embedded software. Except as set forth herein, embedded software are provided "as is". Contractor does not warrant that embedded software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Contractor does not warrant that the embedded software or any equipment, system or network on which the embedded software is used will be free of vulnerability to intrusion or attack.

c. Cloud Software Products. Unless otherwise provided for in the applicable cloud offer Description, Contractor warrants that it will provide cloud software in accordance with the cloud offer description using commercially reasonable skill and care. Upon prompt notification by Customer of Contractor's breach of this warranty, to the extent permitted by applicable law, Contractor will, at Contractor's option, (i) repair or replace the cloud software or (ii) refund fees paid Contractor for the period in which the cloud software did not materially comply with the cloud offer description. This is Customer's sole and exclusive remedy under this warranty for cloud software.

d. Services. Contractor warrants that services sold under this Agreement will be performed in a workmanlike manner and, where applicable, will materially comply with the applicable Service Description. Customer must promptly notify Contractor of a breach of this warranty. Customer's sole and exclusive remedy for any breach of this warranty shall be, at Contractor's option, (i) reperformance of the services or (ii) termination of the applicable Service and return of the portion of the fees paid to Contractor by Customer for such non-conforming services.

e. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 18, CONTRACTOR HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

#### **9. Cooperative Purchasing Venture (CPV) Members.**

The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us).



The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State. The State or a CPV member may be referred to in this Contract interchangeably as "State" or "Customer".

#### **10. Delivery.**

Scheduled shipping dates will be assigned by Contractor as close as practicable to Customer's requested date based on Contractor's then-current lead times for the products. Contractor will use commercially reasonable efforts to ship all direct orders designated for shipment to U.S. locations within thirty (30) days for hardware products. The following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Contractor's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Contractor, (iii) end-of-life products where the termination of the product has been announced by Contractor, (iv) products which have been line stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (vi) situations where government rated orders create delays in lead-times. Notwithstanding the foregoing, at any time when Customer states "expedite" on an order for a hardware Product or otherwise communicates to Contractor that an order is to be expedited, Contractor shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

Contractor will communicate scheduled shipping dates in the order acknowledgement or on [www.Cisco.com](http://www.Cisco.com) within three (3) business days after receipt of an electronic order on [www.cisco.com](http://www.cisco.com), provided, however, that in the event such notification is not received in this time period, Customer shall notify Contractor of the non-receipt, and Contractor's sole obligation with respect to such non- receipt shall be to promptly provide the information to the Contractor after such notification.

If Contractor has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Contractor for reasons caused by Contractor, Contractor shall use commercially reasonable efforts to promptly provide additional information to Customer including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good faith to resolve any ordering issues.

#### **11. Risk of Loss.**

Title for hardware products and risk of loss shall pass to the Customer upon its delivery, in undamaged condition, at the specified delivery point.

#### **12. Purchase Orders and Purchasing Cards.**

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must allow for the use of purchasing cards, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

#### **13. Equipment Specifications.**

All equipment must meet the Contract specifications and all federal and State safety codes and regulations in effect at the date of manufacture. All equipment must be Original Equipment Manufacturer (OEM) equipment unless otherwise stated in the Contract.

#### **14. Items Offered as New.**

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, or certified as new and warranted as new, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

#### **15. Product Changes During the Contract.**

All product offered should be available during the initial term of the Contract. To the extent that the Contractor discontinues or replaces a contracted model number, notice shall be given according to Contractor's End-of-Life Policy found at: <https://www.cisco.com/c/en/us/products/eos-eol-policy.html>. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

#### **16. Product Returns.**

All sales are final. Cisco will accept returns only to honor Cisco warranty statements or if the wrong Product was shipped. Returns must be made in accordance with then current return policy and procedures available at <https://www.cisco.com/c/en/us/support/returns/returns-portal.html>.

**17. Lease and Finance Agreements.** Contractor (or its authorized finance partner) may extend leasing and financing to State Purchasers and CPV members under this Contract. The terms and conditions of the capital lease or 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.

#### **18. Subcontracting and Subcontract Payment.**

**18.1 Fulfillment Partners Allowed.** A fulfillment partner is a third-party contractor or reseller qualified and authorized by Contractor that has been awarded a portion of the Contract by Contractor. Only fulfillment partners that have been approved by the State's Authorized Representative can be used for this Contract

After the effective date of the Contract, the Contractor may utilize fulfillment partners for the performance of any of the Contractor's obligations under this Contract with prior notice to the State, but without releasing the Contractor from primary responsibility for obligations owing under the terms of this Contract as provided below.

The provisions of the Contract shall apply with equal force and effect to all approved fulfillment partners engaged by the Contractor. Notwithstanding approval by the State, the use of fulfillment partners shall not serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

**18.2 Subcontractor Payment.** Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

#### **19. Data Disclosure.**

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

#### **20. Government Data Practices.**

The Parties acknowledge the Contractor, as applicable (e.g. see Minn. Stat. § 13.05 Subd. 6), and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all State Data (as defined in Section 43.1.3 below) under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of such State Data, governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by the State. For purposes of clarification, any systems information data (i.e. telemetry data, threat data, or information on entitlement, installation, application, and network traffic) created by Contractor in connection with providing the services under this Contract is defined to be “Contractor Data”. State Data does not include Contractor Data. All Contractor Data is, or shall be, and shall remain the property of Contractor subject to any rights granted to the State therein.

If the Contractor receives a request to release the State Data referred to in this clause, the Contractor must promptly notify and consult with the State’s Authorized Representative as to how to respond to the request, which response will be in accordance with applicable law and regulation.

## **21. Intellectual Property Rights.**

21.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

21.1.1 “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

21.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

21.1.3 “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes Documents.

21.2 Ownership. Except as otherwise expressly stated in this Contract or an applicable Statement of Work, each party owns and will continue to own all rights, title, and interest in and to its respective Pre-Existing Intellectual Property rights, including copyrights, patents, trade secrets, trademarks, and service marks. To the extent it has the right to assign, the Contractor assigns all right, title, and interest it may have in any and all copyrights in the Works and the Documents created and paid for under this Contract to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents. Notwithstanding the above, any such assignment does not include any Pre-Existing Intellectual Property Rights.

21.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a non-exclusive, license under Contractor’s Pre-Existing Intellectual Property embodied within the product delivered hereunder, solely to use such product in accordance with the terms of the Contract.

21.4 Obligations.

**21.4.1 [Reserved]****21.4.2 [Reserved]**

**21.4.3 Indemnification.** Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify against a non-appealable judgment entered by a court of competent jurisdiction or any settlements; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, arising out of any third party action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others (a "Claim") provided that State promptly notifies Contractor in writing of the Claim and fully cooperates with the Contractor in the defense of the claim. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, reasonable attorney fees, except Contractor will have no obligation to reimburse the State for attorney fees and costs incurred prior to Contractor's receipt of notification of the Claim.

**Additional Remedies.** If a Claim is made and prevents State's exercise of its usage rights granted to the Works or Documents, Contractor will either procure for the State the right to continue using the Contractor technology or replace or modify the Contractor technology with functionality that is at least equivalent. Only if Contractor determines that these alternatives are not reasonably available, Contractor may terminate State's usage rights granted under the applicable end user license agreement upon written notice to the State and will refund the State a prorated portion of the fee the State paid for the Contractor technology for the remainder of the unexpired usage term, if applicable.

**Exclusions.** Notwithstanding the above, Contractor has no obligation for any Claim based on: (a) compliance with any designs, specifications, or requirements provided by State or a third party on State's behalf; (b) modification of a Contractor service by State or a third party on State's behalf; (c) the amount or duration of use made of the Contractor service, revenue earned by State, or services offered by State; (d) combination, operation, or use of a Contractor service with non-Contractor products, software or business processes; (e) State's failure to modify or replace a Contractor service as required by Contractor to avoid the alleged infringement; (f) any Works or Documents provided on a no-charge, beta or evaluation basis.

This section states Contractor's sole obligation and the State's exclusive remedy for intellectual property rights infringement.

**22. [Reserved]****23. Assignment of Antitrust Rights.**

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has, or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

**24. Survivability of Orders.**

In the event the term of any order or professional/technical services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

**25. Contractor's Documents.**

25.1 Cisco General Terms. Cisco General Terms (Exhibit E) govern the State's access to, and use of, Cisco-branded: (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer, and (d) incidental technology and resources (collectively the "Cisco Offers"). Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section. The State only agrees to the terms and conditions of the General Terms to the extent permitted by Minnesota law. The State does not agree to any term or condition in the General Terms that is inconsistent or in conflict with this Contract or Minnesota law. Notwithstanding any other term in the General Terms, the General Terms shall not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to the General Terms or afforded to the State by Minnesota law.

25.2 Non-Cisco Offers/Third Party Goods and Services. Notwithstanding anything else to the contrary, for third party goods and/or services that are non-Cisco Offers and offered for sale on the Contractor's Price List: (i) third-party software and related documentation is separately licensed by the applicable third party, and the State's rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third party licensor's applicable software license; (ii) third party goods shall be governed by the applicable third party's terms; and (iii) third party services and support shall be governed by the applicable third party's services and support terms. For the avoidance of doubt, the third-party supplier of non-Cisco Offers shall be solely responsible for support, warranties, indemnities and any other terms and conditions applicable to such goods and services. However, all non-Cisco Offers/third party goods and services offered by Contractor shall be complementary to Cisco Offers and Contractor will use good faith efforts to assist the State in its communication with third party supplier of Non-Cisco Offers. Third Party terms should be presented to the State at time of quote, which may also be available here: <https://www.cisco.com/c/en/us/partners/partner-with-cisco/developer/solutionsplus.html>.

## 26. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

27. **Usage Reports.** Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to [osp.usagereports@state.mn.us](mailto:osp.usagereports@state.mn.us). A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,

- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within sixty (60) days of the end of a quarter. A requested Usage Report is due within sixty (60) days from when the request was made. Contractor must provide the State with a final Usage Report within sixty (60) calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

## **28. Administrative Fee.**

Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within seventy-five (75) days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact [CPV.Program@state.mn.us](mailto:CPV.Program@state.mn.us) for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155

## **29. Diverse Spend Reporting.**

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses directly to Contractor's resellers performing under the Contract. When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

## **30. Publicity and Endorsement.**

30.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

30.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

## **31. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.**

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

## **32. Contingency Fees Prohibited.**

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

**33. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**34. Non-discrimination (in accordance with Minn. Stat. § 181.59).**

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

**35. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**36. Affirmative Action Requirements**

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

36.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

36.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

36.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

**AFFIRMATIVE ACTION FOR DISABLED WORKERS**

36.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

36.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

36.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

36.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

36.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

36.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

### **37. Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

### **38. Professional/Technical (P/T) Services Ancillary to Goods or General Services.**

38.1 For state agencies, professional/technical (P/T) services must be related to the goods or services purchased from this Contract and is limited to \$50,000 per project. Based on the size, scope and complexity of a project, the State's Authorized Representative may approve dollar limits exceeding \$50,000 per project. Professional/technical (P/T) services means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task. This will require a separate Work Order Contract defining the applicable scope of work. A sample Work Order Contract is attached as Exhibit G.

38.2 The Parties shall comply with Minn. Stat. § 16C.08, subd. 2 (10). Ten percent (10%) of the cost of each P/T deliverable will be withheld by the State. The retainage will be held by the State until the P/T deliverable has been reviewed by the head of the agency entering into the Contract and the head of the agency has certified in writing that the Contractor has satisfactorily fulfilled the terms of the Contract.

### **39. Hazardous Substances.**

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the



Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this Contract:

39.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

39.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

39.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

39.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

#### **40. Background Security Compliance.**

Contractor conducts background checks required by State and Federal law. In addition, Customers may conduct a background check on individual(s) selected for work under this Contract. When required, the selected individual(s) must complete and submit any required consent forms, including but not limited to investigation forms and photo identification. For Customer-conducted background checks, Customer shall be responsible for the review and evaluation of the results, in compliance with all State and Federal laws. Costs related to Customer-conducted background checks shall be the sole responsibility of the Customer. Contractor certifies compliance with this provision throughout the Contract term.

#### **41. IT Accessibility Standard.**

Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at:

<https://mn.gov/mnit/government/policies/accessibility/>.

Contractor complies with accessibility laws and strives to supply end-user devices that conform to and support the U.S. Access Board's standards as referenced in Section 508 of the Rehabilitation Act. Contractor also adopts the WCAG 2.0 Level A & AA requirements as best practices for development, testing and overall conformance for the accessibility of Cisco web-based (software, SaaS and cloud based) products. Contractor publicly posts summaries of its testing to the above accessibility standards and guidelines as well as any non-conformance to such standards and guidelines at <https://www.cisco.com/c/en/us/about/accessibility/all-voluntary-product-accessibility-templates.html>. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, upon request, the Contractor agrees to discuss alternative solutions with the State.

#### **42. Supply Chain Security.**

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

42.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not

yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter “supply chain security”).

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program’s security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State, Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services)(“MN.IT”) and the State, Department of Administration’s Office of State Procurement (“OSP”). To demonstrate certification/accreditation, Contractor may provide to OSP and MN.IT a letter verifying its certification/accreditation in an official supply chain security program upon request by OSP and MN.IT.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT’s satisfaction.

42.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security which is also a Security incident (as defined below), in accordance with the provisions set forth in Section 43 (Security and Data Protection) below.

42.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods or return any of those goods already delivered in accordance with Contractor’s return policy and procedures available at <https://www.cisco.com/c/en/us/support/returns/returns-portal.html>. Breach of supply chain security has the meaning described in the preceding Subsection “Notification of Supply Chain Security Breach.”

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor or instruct Contractor to promptly sanitize or destroy goods upon their return. Customers can request a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 from Contractor if required.

### 43. Security and Data Protection.

Contractor is responsible for the security and protection of State Data subject to and related to Cloud Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

43.1 For the purposes of this Security and Data Protection section, the following terms have the following meanings:

43.1.1 “Cloud Services” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State Data.

43.1.2 “State” means the State, or a cooperative purchasing venture (“CPV”) member when the CPV

member is the ordering entity (if CPV purchases are permitted under this Contract).

43.1.3 "State Data" has the meaning of "government data" in Minn. Stat. § 13.02, subd. 7.

43.1.4 "Not public data" has the meaning in Minn. Stat. § 13.02, subd. 8a.

43.1.5 "Security incident" means any actual, successful or suspected breach of Contractor's Program or Policy that results in the: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State Data; (2) interference with an information system that directly affects State Data; (3) disruption of or to Contractor's service(s) that negatively impacts State Data; or (4) any similar or related incident related State Data.

43.1.6 "Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of applicable federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State Data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State Data protected by such State or federal laws or by contract.

43.2 Data Ownership and Confidential Information. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State Data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State Data.

Contractor will only use State Data for the purposes set forth in the Contract. Contractor will only access State Data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State's specific request.

All State Data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate requests in writing that the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State Data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense. The obligations in this paragraph do not apply to Systems Information.

Customer and Cisco acknowledge that they may each obtain Confidential Information (as defined below) in connection with this Contract and their relationship. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know such information in connection with this Contract and are under written confidentiality obligations no less restrictive than the terms set forth in this Section.

Recipient will be liable for any breach of this Section by its employees, affiliates and contractors. Recipient's nondisclosure obligation will not apply to information which: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required pursuant to a regulation, law or court order; provided that, Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser.

Upon reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

In the event Contractor receives a request to release any State Data, Contractor must promptly notify the State's data practices compliance official to the extent legally permissible. The State will give Contractor instructions concerning the release of the State Data to the requesting party before the State Data is released. To the extent legally permissible, Contractor must comply with the State's instructions at the State's expense. The civil remedies of Minn. Stat. § 13.08 apply to the release of the State Data by Contractor.

For purposes of this section, "Confidential Information" means confidential and proprietary information received by the receiving party ("Recipient") from the disclosing party ("Discloser") in connection with this Agreement and their relationship, which: (a) is conspicuously marked; or, (b) is information which by its nature should reasonably be considered confidential; or, (c) if verbally disclosed, is summarized in writing to the Recipient within 14 days.

43.3 Notification of Incidents. If Contractor confirms that a privacy incident has occurred regarding any State Data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than forty-eight (48) hours after confirmation of such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, each party's respective direct liability to data subjects or applicable supervisory data protection authorities, which cannot be limited or excluded by mandatory applicable law, shall be unlimited. Except for any liability which cannot be limited or excluded under mandatory applicable law, the aggregate liability of Contractor for all privacy incidents and security incidents and any breach of this section 43 of the Contract (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise) shall not exceed US\$1,000,000. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State Data.

43.4 Security Program. Contractor will implement appropriate technical and organizational measures designed to protect and secure the State Data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate, and where applicable, industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 5, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's written request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

43.5 Data Management. Contractor will not use State Data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State Data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate. The obligations in this paragraph do not apply to Systems Information.

43.6 Data Encryption. Contractor will provide information to Customer to enable the Customer to procure

products and services which encrypt all State Data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. Encryption keys to State Data will only be accessed by Contractor as necessary for performance of this Contract.

43.7 Data Storage. Contractor will provide information to Customer to enable Customer to procure products and services which comply with a requirement that any and all State Data will be stored, processed, and maintained solely on designated servers and where no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

43.8 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will provide information to Customer to enable Customer to procure products and services that: (1) locate all production and disaster recovery data centers that store, process or transmit State Data only in the continental United States, (2) store, process and transmit State Data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States.

43.9 Security Audits & Remediation. Contractor shall make available to State, upon written request and without undue delay, copies of any third-party audit reports or certifications it maintains (such as SSAE 16 – SOC1, SOC2, SOC3 attestations or ISO 27001:2013 certifications (or their equivalent under any successor standards)) that apply to the Cloud Services, to the extent that Contractor maintains such certifications in its normal course of business. The State shall treat the contents of reports related to Contractor's security and certifications as confidential information. If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make commercially reasonable efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

43.10 Insurance and Liability. Contractor warrants that it has and will maintain the insurance described below and in Exhibit B (Insurance Requirements), in force and effect throughout the term of the contract.

Professional/Technical, Errors and Omissions Insurance:

This E&O/Cyber policy must provide coverage for, among other things, liability arising from any actual or alleged negligent act, error, or omission in the Contractor's performance of, or failure to perform, this Contract.

Contractor is required to carry the following minimum limits of E&O/Cyber Insurance:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible in said E&O/Cyber policy will be the sole responsibility of the Contractor and, unless Contractor maintains an audited net worth of at least \$100 million, the deductible may not exceed \$100,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of the Contract. Contractor shall maintain such insurance for a period of at least three (3) years following expiration or termination of the Contract. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Contractor's E&O/Cyber policy shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor will notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State. Contractor is responsible for payment of Contract related insurance premiums and deductibles. If Contractor is self-insured, a Certificate of Self-Insurance must be provided to the State. Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category ("FSC") VII or better, and authorized to do business in the State.

43.11 Subcontractors and Third Parties. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State Data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such State Data.

43.12 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

43.13 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, may suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, subject to limitations of liability, the State will be entitled, in addition to monetary relief, to seek injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

43.14 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually.

In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing subscriptions to Cisco Offers acquired and paid for prior to the termination, in accordance with the terms of the relevant purchase order and General Terms. For clarification, there shall be no refund of any pre-paid fees for any Cisco Offers and the State shall be permitted to purchase additional Cisco Offers to cover a transition period, at a mutually agreed upon rate not to exceed Contractor's then list price.

43.15 Background Checks. Contractor represents that it has conducted background investigations into all of Contractor's employees that will provide Cloud Services to the State. Such background investigations must have been conducted by investigating local, state and federal criminal records and local, state and federal civil case records.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable

laws, rules, and State policies.

43.16 Secure Coding. Contractor warrants that all Cloud Services are free from any and all known defects in materials, workmanship, and design. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. CONTRACTOR MAKES NO WARRANTY THE SERVICES WILL BE UNINTERRUPTED, COMPLETELY SECURE, ERROR-FREE, OR FREE OF VIRUSES, OR THAT THE SERVICES WILL OPERATE WITH A CUSTOMER'S EXISTING SYSTEMS OR MEET A CUSTOMER'S BUSINESS NEEDS.

#### 44. PCI Language.

To the extent available and applicable to Contractor's products and services State has in use that process, store, or transmit Cardholder Data, Contractor will make available to State its most recent security certifications with respect to the most recent version of the Payment Card Industry Data Security Standard ("**PCI DSS**") at Contractor's Trust Portal located at <https://trustportal.cisco.com> ("Contractor's PCI Products and Services"). If Contractor's PCI compliance for the applicable product(s) lapses or is no longer certified, Contractor shall promptly notify State and cease the applicable processing. State shall only provide such PCI Data to Contractor in connection with State's use of Vendor PCI Products and Services (such PCI Data is referred to as "PCI Accepted Data"). Contractor acknowledges that it is responsible for providing the legally required security of PCI Accepted Data that Contractor receives from or processes on behalf of State. For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), **Glossary of Terms, Abbreviations, and Acronyms**, available online at: [https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library).

#### 45. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Insurance; and Data Disclosure. Any other Contract term that expressly states or by its nature should survive, shall survive.

## **Exhibit B: Insurance Requirements**

### **1. Notice to Contractor.**

1.1 The Contractor is required to submit Certificates of Insurance to the State's Authorized Representative as evidence that Contractor is maintaining the insurance coverage required herein prior to commencing work under this Contract and upon the State's prior written request.

1.2 The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and Contractor has provided Certificates of Insurance as required herein. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

If Contractor uses a subcontractor or reseller in connection with this Contract, Contractor shall require such subcontractor or reseller, as the case may be, to maintain the types and amounts of insurance that Contractor deems reasonable.

1.4 The State reserves the right to pursue any legal remedies against the Contractor if Contractor is not in compliance with these insurance requirements.

### **2. Notice to Insurer.**

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows: [For PT and Agency RFB contracts - Add agency contract holder's address. Do not use Department of Administration address detailed below.]

State of Minnesota  
50 Sherburne Avenue, Room 112  
St. Paul, MN 55155

### **3. Additional Insurance Conditions.** The following apply to the Contractor:

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size



Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.6 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

#### 4. Coverages. Contractor is required to maintain of the following insurance:

**4.1 Commercial General Liability Insurance.** Contractor is required to maintain Commercial General Liability Insurance. Such insurance shall include the State of Minnesota as an additional insured for liabilities that fall within Contractor's indemnity obligations under this Contract and that are covered by such insurance. Such insurance shall include coverage for defense costs in excess of the following required limits. For clarity, an Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits under this Section 4.1, to satisfy the required policy limits.

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

**4.2 Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

**4.3 Network Security and Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized

access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per claim or event

\$2,000,000 annual aggregate

### **Exhibit C: Specifications, Duties, and Scope of Work**

Incorporated by reference are (1) Attachment F – Addendum 1, Network Equipment Specifications, and (2) Attachment G – Supply Chain Security Questionnaire, which were received by the State in the Contractor’s response to the Solicitation.

**Exhibit D: Pricing****1. Contract Pricing.**

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. The minimum discounts shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract discounting requires a duly executed amendment to this Contract. Contractor and/or its fulfillment partners may provide deeper or additional, incremental discounts at their discretion without requiring a duly executed amendment to the Contract.

1.2 Discount-off List Pricing. Prices offered for equipment are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer – OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer's or dealer's price list discounting may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

Product	List Price	Discount-off List Offered	Computation	State Contract Price
XYZ Tablet	\$300.00	3.5%	$\$300.00 - (300 \times 0.035) = \$289.50$	\$289.50

1.3 Hourly Rate Pricing. This is the rate(s) detailed in the Contract for each service or category of service provided by Contractor. State will not pay for travel-related expenses, travel time, meals, lodging, or idle time.

**2. Installation Services.**

The Contractor must apply a charge as a separate line item for installation or mounting services if such service is requested in writing by the ordering entity. The price for equipment, attachments, or options does not include installation or mounting costs unless otherwise indicated in the Contract or Price Schedule.

**3. Price Schedule(s).**

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

3.1 Exhibit D, Supplement 2

**4. Prompt Payment Terms.**

Ordering Entity must pay in full the amounts due under the purchase order (including fees for additional consumption of a Subscription Offer or under a Buying Program) within 30 days of the invoice date (or if there is no invoice, the date set out in request of charges issued by Contractor).

**5. Shipping and Delivery.**

Contractor's Shipping Guide

([https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/docs/Standard\\_Shipping\\_Exhibit.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/Standard_Shipping_Exhibit.pdf))

will set out: (a) the shipping times and policies (e.g. scheduling, incoterms, cancellations, etc.) of any Hardware or other

tangible materials; and (b) the terms on which title and risk of loss of these items will transfer from Contractor to ordering entity. Contractor may provide ordering entity shipping estimates or lead times as a courtesy. However, those times are not a guarantee. Contractor is not liable for any loss, damage, or penalty for delay in delivery or failure to give notice of any delay. Except as expressly set out in the Shipping Guide, carriers are not agents of Contractor and Contractor is not responsible for them.

**6. Transportation.**

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations, in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

**7. Taxes.**

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

**Exhibit D, Supplement 1**  
**Sample Invoice and Quote**

Attached is a sample invoice and quote.

Contractor is required to provide a sample quote and sample invoice that will be used for each authorized reseller for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price
- Price after discount

Contractor has indicated terms and conditions on sample documents cannot be removed. Contractor has accepted the State's terms and conditions and acknowledges that terms and conditions on sample documents do not apply.

<b>Exhibit D, Supplement 2 Discount &amp; Price Schedule</b>			
	<b>Discount off List % State/CPV</b>	<b>Discount off List % K-12</b>	<b>Discount off List % Higher Ed</b>
New Product Purchases Cisco <b>Core &amp; Compute</b>	35%	35%	35%
New Product Purchases Cisco <b>Market</b>	10%	10%	10%
New Product Purchases Cisco <b>Net</b>	0%	0%	0%
Manufacturer Backed Maintenance (SNTC 1 year term)	10%	25%	25%
Manufacturer Backed Maintenance (SNTC 3 year term)	17%	28%	28%
Manufacturer Backed Maintenance (SNTC 5 year term)	21%	30%	30%
All other Manufacturer Backed Maintenance support offers not under Smart Net Total Care Service, including Support Services for on-premise Software	10%	10%	10%
Cisco Services includes, but not limited to, Survey/Design, Implementation, Optimization, Remote, Managed, Technical, Advisory, Network Architectural Design, Statements of Work (SOWs), Combined Services, and other Professional or Consulting Services. This includes but is not limited to Cisco provided Installation Service for configuration, physical install and acceptance testing, includes but is not limited to, travel, mileage, trip charges, parking meals, lodging, etc.**	0%	0%	0%
Refurbished Equipment Purchases	0%	0%	0%
	<b>Hourly Service Rates for State/CPV/K-12 and Higher Ed</b>		
	<b>Weekday</b>	<b>Weekend</b>	<b>Holidays</b>
<b>Maintenance Services</b>			
Not to Exceed Maintenance Services - Remote	\$525.00		
Not to Exceed Maintenance Services - Onsite	\$600.00		
<b>Professional/Technical Services*</b>			
Not to Exceed Deployment Services - Remote	\$661.17		
Not to Exceed Advisory Services - Remote	\$661.18		
Not to Exceed Architectural Design Services - Remote	\$661.19		
Not to Exceed Statement of Work Services - Remote	\$661.20		
Not to Exceed Training Deployment Services - Remote	\$525.00		
Not to Exceed Maintenance Services - Onsite	\$600.00		
Not to Exceed Deployment Services - Onsite	\$743.17		
Not to Exceed Advisory Services - Onsite	\$743.18		
Not to Exceed Architectural Design Services - Onsite	\$743.19		
Not to Exceed Statement of Work Services - Onsite	\$743.20		
Not to Exceed Training Deployment Services - Onsite	\$600.00		

\*The hourly labor rates provided are Not-to-Exceed (NTE) rates. Individual hours or block of hours may not be purchased separately. Cisco will use the NTE rates to determine the total fixed price of a customer-approved SOW with specific deliverables. To calculate the total fixed price of the SOW, Cisco will evaluate, after consultation with the customer, the required level of effort needed to produce the required deliverables. Accordingly, because the SOW will be offered at a fixed price, Cisco will not keep timecards. Additionally, any customer-approved travel costs that are incurred in connection with the performance of the SOW will be itemized and billed separately based on agreed upon terms.

**Partner/Reseller Limited Services**

Basic Installation and Configuration Services are as follows and subject to Cisco's written approval:

- Certified and Technical Project Management
- Staging & Implementation Engineering
- Site Survey, High Level Design Review
- Global Implementation Capability
- Configuration Development
- Knowledge Transfer
- Acceptance Testing

Partner Services - Remote\*\*

\$525.00

Partner Services - Onsite\*\*\*

\$600.00

**\*\*Remote NTE Amount/Hour:** Not-to-Exceed Hourly Labor Rates for Limited Reseller Services provided remotely **\*\*\*Onsite NTE Amount/Hour:** Not-to-Exceed Hourly Labor Rates for Limited Reseller Services provided on Customer's site



**Exhibit E**  
**Cisco General Terms**

Cisco's General Terms are attached.

# General Terms

## 1. Scope and applicability

- 1.1 These terms (the “**General Terms**”) govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these terms by accessing or using a Cisco Offer, finalizing Your Order or through Your express agreement, whichever happens first. These terms apply independently of any contract You may have with a Cisco Partner.

## 2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
  - (a) license to use Software and Cisco Content; and
  - (b) right to use Subscription Offers, including Cloud Services,in accordance with Your Order or as otherwise agreed in writing (collectively, the “**Use Rights**”). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).
- 2.2 **Limits on usage.** You may not:
  - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
  - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
  - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
  - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
  - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
  - (a) violate applicable laws or the rights of any third party; or
  - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
  - (a) You will make sure all Authorized Users follow these terms; and
  - (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco’s proprietary interests.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according to these General Terms, Cisco’s use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

### 3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis ("**Free Trial**"). You may only access or use the Free Trial for the period specified ("**Free Trial Period**") and under any additional terms specified by Your Approved Source in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice.
- 3.3 **Continued use and disclaimer.**
  - (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
  - (b) **Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.**

### 4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) webpage.
- 4.2 **Pre-paid Cloud Service.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a generally available alternative offer, or (b) if Cisco cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service.
- 4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of Cisco Offers.

### 5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program.

### 6. Confidentiality

- 6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:
  - (a) is known by the recipient without confidentiality obligations;
  - (b) is or has become public knowledge through no fault of the recipient; or
  - (c) is independently developed by, or for, the recipient.
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

### 7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
  - (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
  - (b) the security measures described in Cisco's Information Security Exhibit;
  - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and

(d) privacy and data protection laws applicable to Cisco Offers.

7.3 You will ensure Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) complies with privacy and data protection laws applicable to Your Cisco Offers, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

8. Ownership of intellectual property

8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content.

8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Intellectual property indemnity

9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party’s patent, copyright or registered trademark (the “**IP Claim**”). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:

- (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco’s obligations to the extent it is prejudiced by the delay);
- (b) fully cooperate with Cisco in the defense of the IP Claim; and
- (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.

9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:

- (a) any designs, specifications or requirements provided by You, or on Your behalf;
- (b) modification of a Cisco Offer by You, or on Your behalf;
- (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
- (e) Your failure to change or replace the Cisco Offer as required by Cisco.

9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.

10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in <a href="#">Product Warranties</a> webpage.			
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.			
Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in <a href="#">Product Warranties</a> webpage.			

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

10.3 Qualifications

(a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.

- (b) Section 10.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the Cisco Offer:
  - (1) has not been used according to its Documentation;
  - (2) has been altered, except by Cisco or its authorized representative;
  - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
  - (4) is provided under a Free Trial; or
  - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
  - (1) repair or replacement of the applicable Cisco Offer; or
  - (2) a refund of either:
    - (A) the fees paid for Use Rights in the non-conforming Software;
    - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
    - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

## 11. Liability

- 11.1 **Excluded liability.** Neither party is liable for:
  - (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
  - (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).
- 11.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- 11.3 **Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:
  - (a) bodily injury or death resulting directly from the other party's negligence;
  - (b) fraudulent misrepresentation or wilful misconduct;
  - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
  - (d) failure to pay for Cisco Offers;
  - (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
  - (f) failure to comply with export control obligations.

## 12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.2 **Termination for Compliance with Laws.** Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.7 (Compliance with Laws).
- 12.3 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

## 13. General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Termination) and 13 (General provisions) survive termination of these terms.

- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
  - (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Changes to these terms.** The version of the General Terms applicable to Your Order is the version published at the [Cisco General Terms](#) webpage when the Order is placed. If Cisco changes these terms or any of its parts, these changes will be published at the [Cisco General Terms](#) webpage. These changes will only apply to Cisco Offers Ordered or renewed after the date of the change.
- 13.7 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
  - (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.8 **Governing law and venue.** These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan

\* Excluding locations listed separately in this table.

If You are a US State, Local and Education ("SLED") Government end user, these terms, and any disputes arising from them, are subject to the laws of the primary jurisdiction in which You are located.

If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

- 13.9 **US Government end users**
- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US SLED Government end users. No other rights are granted by Cisco.
  - (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and

Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

- 13.10 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.
- 13.11 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.12 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 13.13 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 13.14 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).
- 13.15 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.
- 13.16 **No publicity.** Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 13.17 **Order of precedence.**
- (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
    - (1) Regional terms;
    - (2) Data Processing Terms;
    - (3) Offer Descriptions;
    - (4) Supplemental Terms (other than Regional Terms);
    - (5) these General Terms; then
    - (6) any applicable Cisco policy referenced in these General Terms.
  - (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

## 14. Definitions

Term	Meaning
<b>Affiliate</b>	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
<b>Approved Source</b>	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
<b>Authorized Users</b>	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
<b>Buying Program</b>	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
<b>Cisco, we, our or us</b>	Cisco Systems, Inc. or its applicable Affiliates.
<b>Cisco Content</b>	Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
<b>Cisco Offer</b>	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources.
<b>Cisco Partner</b>	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.
<b>Cloud Service</b>	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.



Term	Meaning
<b>Confidential Information</b>	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
<b>Customer Content</b>	As defined in the Data Brief at the <a href="#">Customer Content - Data Brief</a> webpage.
<b>Data</b>	Personal Data, Customer Content and Systems Information.
<b>Data Briefs</b>	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the <a href="#">Trust Portal</a> webpage.
<b>Data Processing Terms</b>	Cisco's data processing terms in the <a href="#">Data Protection Agreement</a> , or terms agreed between You and Cisco covering the same scope.
<b>Documentation</b>	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
<b>Free Trial</b>	As defined in section 3.1 (Accessing free trials).
<b>Free Trial Period</b>	As defined in Section 3.1 (Accessing free trials).
<b>Hardware</b>	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
<b>Information Security Exhibit</b>	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the <a href="#">Information Security Exhibit</a> webpage.
<b>Malicious Code</b>	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
<b>Offer Description</b>	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the <a href="#">Product Specific Terms</a> webpage.
<b>Order</b>	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.
<b>Personal Data</b>	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the <a href="#">Personal Data - Data Brief</a> webpage.
<b>Price List</b>	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
<b>Privacy Data Sheet</b>	The privacy data sheet applicable to a Cisco Offer available on the <a href="#">Trust Portal - Privacy Data Sheet</a> webpage.
<b>Return</b>	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
<b>Service Level Agreement</b>	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
<b>Software</b>	Cisco-branded computer programs, including Upgrades and firmware.
<b>Subscription Offer</b>	Cisco Offers provided on a term, or subscription, basis under Your Order.
<b>Supplemental Terms</b>	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
<b>Systems Information</b>	As defined in the <a href="#">Systems Information – Data Brief</a> webpage.
<b>Transfer Policies</b>	Cisco policies for movement of Use Rights as set out in the <a href="#">Cisco Software Transfer and Re-licensing Policy</a> and the <a href="#">Software License Portability Policy</a> .
<b>Upgrades</b>	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
<b>Use Term</b>	The period You may exercise Use Rights in the Cisco Offer under Your Order.
<b>Use Rights</b>	As set out in section 2.1.
<b>You, Your</b>	The individual or legal entity acquiring access to Cisco Offers.



**Exhibit F**  
**Authorized Resellers**

The Contractor will utilize a defined list of Authorized Resellers. The following Authorized Resellers are **ADDED** to the Contract at the same terms and conditions provided in the Contract.

<b>Subcontractor Name and Address</b>	<b>Primary Contact Name and Contact Information</b>
CDW Government, LLC 625 W Adams St Chicago, IL 60661	Allie Pipp & Geoff Strom Allie: 312-547-2362, Geoff: 312-547-2244 <a href="mailto:AllieandGeoff@cdw.com">AllieandGeoff@cdw.com</a>
ePlus, Inc. 2950 Xenium Lane North, Suite 138 Minneapolis, MN 55441	Steve Larson 763-577-3908 <a href="mailto:Steve.Larson@eplus.com">Steve.Larson@eplus.com</a>
Heartland Business Systems LLC 1700 Stephen Street Little Chute, WI 54140	HBS Public Contracts 920-788-7720 <a href="mailto:publiccontracts@hbs.net">publiccontracts@hbs.net</a>
Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286	Shawn Wood 763-607-2618 <a href="mailto:Shawn.wood@insight.com">Shawn.wood@insight.com</a>
KNZ Solutions Inc 9100 Baltimore St. NE Suite 110 Blaine, MN 55449	Greg Franklin 612-454-5458 <a href="mailto:sales@knzsolutions.com">sales@knzsolutions.com</a>
Marco Technologies, LLC 4510 Heatherwood Road Saint Cloud, MN 56301	Amber Schoenherr 320-259-3001 x3012 <a href="mailto:ambers@marconet.com">ambers@marconet.com</a>
Paragon Development Systems, d/b/a PDS 171 Cheshire Lane North, Suite 600 Plymouth, MN 55441	Jason Ligday & Tom Hall (651) 491-8928, (651) 756-9122, (800) 966-6090 <a href="mailto:MNStateContracts@pdsit.net">MNStateContracts@pdsit.net</a>
Presidio Networked Solutions Group, LLC 12100 Sunset Hills Rd, Suite 300 Reston, VA 20190	Erik Hayko 608-371-6750 <a href="mailto:DLSLEDNational@presidio.com">DLSLEDNational@presidio.com</a>
Procellis Technology Inc. 6820 Shingle Creek Pkwy. Suite 2 Minneapolis, MN 55430	Jeff Weber 651-401-1149 <a href="mailto:Jeff.Weber@Procellis.com">Jeff.Weber@Procellis.com</a>
TTEC Digital, LLC 6312 S. Fiddler's Green Circle, Suite 100N Greenwood Village, CO 8011	Kelley Jacob 713-554-9061 <a href="mailto:robert.penhall@ttecdigital.com">robert.penhall@ttecdigital.com</a>
Xigent Solutions, LLC 6101 Baker Road, #205 Minneapolis, MN 55345	Bob Krocak 612-867-3503 <a href="mailto:Bob.krocak@xigentsolutions.com">Bob.krocak@xigentsolutions.com</a>

Attached are sample invoices and quotes from Authorized Resellers. Sample Invoice and Quote from Authorized Partner must conform with requirements listed in Exhibit D, Supplement 1, Sample Invoice and Quote.

REMIT PAYMENT TO:

## INVOICE



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

## ACH INFORMATION:

THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.: 071000152  
ACCOUNT NAME: CDW GOVERNMENT  
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
Sample	1/14/25	11459689
SUBTOTAL	SHIPPING	SALES TAX
\$75.88	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
2/14/25		<b>\$75.88</b>

MN DEPT OF ADMIN  
ATTN: FINANCIAL  
MANAGEMENT REPORTNG  
50 SHERBURNE AVE SUITE 309  
SAINT PAUL, MN 55155-1402

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
1/14/25	Sample	Net 30 Days				2/14/25
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
1/14/25	UPS Ground (2- 3 Day)	Sample				11459689
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
4242600	CISCO 8821 EXT BATT Manufacturer Part Number: CP-BATT-8821= LIST PRICE \$134.32 Contract: Minnesota (#)	1	1	0	75.88	75.88

## GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

## REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$75.88
GEOFF STROM 847-465-6000 <a href="mailto:allieandgeoff@cdw.com">allieandgeoff@cdw.com</a>	MN DEPT OF ADMIN ATTN: FINANCIAL MANAGEMENT REPORTNG 50 SHERBURNE AVE SUITE 309 SAINT PAUL, MN 55155-1402	SHIPPING	\$0.00
SALES ORDER NUMBER		SALES TAX	\$0.00
Sample		AMOUNT DUE	<b>\$75.88</b>



Cage Code Number 1KH72  
DUNS Number 02-615-7235  
Unique Entity ID (SAM): PHZDZ8SJ5CM1  
ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdwg.com](http://www.cdwg.com)



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGLW088	1/13/2025	SAMPLE TELECOM	11459689	\$75.88

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Cisco battery</a> Mfg. Part#: CP-BATT-8821= UNSPSC: 26111710 LIST PRICE \$134.32 Contract: Minnesota (#)	1	4242600	\$75.88	\$75.88

	SUBTOTAL	\$75.88
	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$75.88

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> MN DEPT OF ADMIN ATTN: FINANCIAL MANAGEMENT REPORTNG 50 SHERBURNE AVE SUITE 309 SAINT PAUL, MN 55155-1402 <b>Phone:</b> (651) 296-6190 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> MN DEPT OF ADMIN ATTN: FINANCIAL MANAGEMENT REPORTNG 50 SHERBURNE AVE SUITE 309 SAINT PAUL, MN 55155-1402 <b>Phone:</b> (651) 296-6190 <b>Shipping Method:</b> UPS Ground (2- 3 Day)
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



## Sales Contact Info

CDW Account Team - Allie and Geoff | (877) 460-2975 | [allieandgeoff@cdw.com](mailto:allieandgeoff@cdw.com)




A late payment charge of 1.5% per month, or the maximum allowed by law (if lesser) will apply to any amount not received by the due date. In the event seller must resort to collection, buyer will be responsible for all collections cost, including legal fees. If the "Bill To" party is different from "Ship To" party, the "Ship To" party is responsible for all payments and late charges if the "Bill To" party fails to make payment. Any communications concerning disputed debts, including any instrument tendered as full satisfaction of the disputed debt, are to be sent to Office of General Counsel, ePlus, 13595 Dulles Technology Drive, Herndon, VA 20171...Software Electronically Delivered

<b>Sales Contact:</b>	<b>Terms:</b>	<b>NET 30</b>	<b>Invoice #:</b>	<b>VSAMPLE</b>
<b>Customer Support:</b>	<b>Order:</b>	<b>45678</b>	<b>Date:</b>	<b>1/1/202X</b>
<b>Accounts Receivable:</b>	<b>Original Order:</b>		<b>Due Date:</b>	<b>1/1/202X</b>
<b>Comment:</b>	<b>Original Invoice:</b>		<b>Client PO:</b>	<b>12345</b>
<b>Returns:</b>	<b>Suffix:</b>		<b>Transaction Currency:</b>	<b>USD</b>
	<b>Ship:</b>	<b>GR-GROUND</b>		
	<b>Acc:</b>	<b>SAMPLE</b>		

<b>Ship To</b>	<b>Bill To</b>	<b>Remittance To</b>	<b>Currency</b>	<b>USD (Txn)</b>
Customer ABC	Customer ABC	EPLUS TECHNOLOGY, INC.	Sub Total:	0.00
Point of Contact	Point of Contact	TAX ID: 54-1904151	Trd Disc:	0.00
ADDRESS (City, State, Zip)	ADDRESS (City, State, Zip)	P.O. BOX 404398	Freight:	0.00
US	US	ATLANTA, GA 30384-4398	Freight TAX:	0.00
	ACCOUNTS PAYABLE		TAX :	0.00
			Misc:	0.00
			Total:	0.00

Quantity			Inv	CL	Manufacturer Part#	MFG Name	Description	Serial #	Asset #	Unit Price	Ext. Amount	TAX
Ord Inv BO			Line #	#								
1	1	0	1		ABC 123	CISCO	XXX			0.00	0.00	0.00

SAMPLE ONLY



**Customer Name:** Customer ABC

**Quote No:** 123456

**Quote Name:** XXX

**Quotation Date:** 1/1/202X

**Sales Support Contact:**

**Sales Support Phone:**

**Sales Support Email:**

**Account Executive:**

**Account Executive Phone:**

**Account Executive Email:**

**Customer PO No:** 12345

**Order No:** 45678

**Expiration Date:** 1/1/20X

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

External Notes: Contract #

Line No.	Part Number	MFG	Description/Line Notes	QTY	List Price	Ext List Price	Discount OFF List(%)	Unit Price	Ext Price
001	ABC 123	CISCO	XXX	1	0.00	0.00	0.00	0.00	0.00
Totals						0.00			0.00
<div>Shipping:</div> <div>Packing:</div> <div>SAMPLE ONLY</div>						Sub Total (USD):		0.00	
						Trade/Discount (USD):		0.00	
						Est. Tax (USD):		0.00	
						Freight (USD):		0.00	
						Total (USD):		0.00	

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at [www.ePlus.com](http://www.ePlus.com) govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

<b>Customer Acceptance</b> Signature: _____ Name: _____ Title: _____ Date: _____ Customer PO #: _____	<b>Bill To</b>  Customer ABC ADDRESS (City, State, zip)  UNITED STATES  ACCOUNTS PAYABLE	<b>Ship To</b>  Customer ABC ADDRESS (City, State, zip)  UNITED STATES  Point of Contact
--	---	---

SAMPLE ONLY

Heartland Business Systems, LLC  
 PO Box 856846  
 Minneapolis, MN 55485-6846  
 (920) 788-7720



Date	Invoice
12/30/2024	736603-H-TEST
Account Number	
TEST	

Bill To:
TestCompany Attn: Accounts Payable 1700 Stephen Street Little Chute, WI 54140 United States

Ship To
TestCompany 1700 Stephen Street Little Chute, WI 54140 United States

Terms	Due Date	PO Number	Reference
Net 30 days	01/29/2025		Order #152919

Other Charges	Quantity	Price	Amount
Billable Other Charges			
C9300-48U-A: Catalyst 9300 48-port UPOE, Network Advantage	1.00	10,000.00	10,000.00
Serial Number(s): TEST1234			
HBS-DISCOUNT: 20% Discount Incentive for C9300-48U-A	-1.00	2,000.00	(2,000.00)
<b>Total Other Charges:</b>			<b>8,000.00</b>

MN Contract# [REDACTED]

<p>Make checks payable to:            Heartland Business Systems, LLC.            PO Box 856846            Minneapolis, MN 55485-6846</p> <p>ACH Instructions:            Account Title: Heartland Business Systems, LLC            Bank: Wells Fargo Bank, N.A.            1900 South Webster Ave, Green Bay, WI 54301            Account #: 4128255502 Bank Routing/ABA #: 121000248            Remittance Email: Remiteft@hbs.net</p> <p>This purchase is governed by HBS' Standard Terms and Conditions ("ST&amp;Cs") located at <a href="http://www.hbs.net/standard-terms-and-conditions">http://www.hbs.net/standard-terms-and-conditions</a>, which are incorporated herein by reference. The ST&amp;Cs are subject to change. When a new order is placed, the ST&amp;Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&amp;Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.</p>	<b>Invoice Subtotal:</b>	8,000.00
	<b>AVATAX:</b>	0.00
	<b>Invoice Total:</b>	<b>8,000.00</b>

Thank you for your business!



Sample Quote

Quote #361863 v1



Prepared For:  
**TestCompany**  
Customer Contact  
1700 Stephen Street  
Little Chute, WI 54140  
  
P: (555) 123-4567  
E: CustomerContact@TestCompany.net

Prepared by:  
**Western Wisconsin Office**  
Jenna Ulness  
4112 Oakwood Hills Pkwy  
Eau Claire, Wisconsin 54701  
  
P: 715-598-3920  
E: julness@hbs.net

Date Issued:  
**12.23.2024**  
  
Expires:  
**01.20.2025**

Hardware/Software

MFG Part #	Description	Qty	List Price	Ext List	Discount	Customer Cost	Extended Cost
C9300-48U-A	Cisco Catalyst 9300 48-port UPOE, Network Advantage - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T - 2 Layer Supported - 1100 W Power Consumption - Twisted Pair - Rack-mountable	1	\$13,192.04	\$13,192.04	50.00%	\$6,596.02	\$6,596.02
Subtotal:							\$6,596.02

Public Contract Vehicle(s)

Cisco Immix - 147097 - MN

Quote Summary	Amount
Hardware/Software	\$6,596.02
Total:	\$6,596.02

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS.





HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance	
<b>Western Wisconsin Office</b>	<b>TestCompany</b>
<div>Jenna Ulness</div> <div>Signature / Name</div> <div>12/23/2024</div> <div>Date</div>	<div>Customer Contact</div> <div>Signature / NameInitials</div> <div>Date</div>



INSIGHT PUBLIC SECTOR SLED  
2701 E INSIGHT WAY  
CHANDLER AZ 85286-1930  
Tel: 800-467-4448

**SOLD-TO PARTY 10989428**

ANOKA COUNTY  
2100 3RD AVE STE 300  
ANOKA MN 55303-5029

**SHIP-TO**

ANOKA COUNTY  
PO 0007914  
2100 3RD AVE STE 300  
ANOKA MN 55303-5029

**Quotation**

**Quotation Number** : [0226470505](#)  
**Document Date** : 17-JUL-2023  
**PO Number** : 0007914  
**PO release:** :  
**Sales Rep** : Jason Wulff  
**Email** : [JASON.WULFF@INSIGHT.COM](mailto:JASON.WULFF@INSIGHT.COM)  
**Telephone** : +19522795669  
**Sales Rep 2** : Laura Holzhaeuser  
**Email** : [LAURA.HOLZHAUSER@INSIGHT.COM](mailto:LAURA.HOLZHAUSER@INSIGHT.COM)  
**Telephone** : +19522795658

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">C9200L-48P-4X-A</a>	Cisco Catalyst 9200L - Network Advantage - switch - 48 ports - managed - rack-mountable Lead time (days): 56 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 9485.19 Discount: 52.000%	4	4,552.89	18,211.56
<a href="#">C9200L-NW-A-48</a>	Cisco Network Advantage - Term License - 48 ports Coverage Dates: 17-JUL-2023 - 17-JUL-2024 Lead time (days): 14 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00
<a href="#">PWR-C5-1KWAC/2</a>	Cisco Config 5 Secondary Power Supply - power supply - hot-plug / redundant - 1000 Watt Lead time (days): 14 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 4233.19 Discount: 52.000%	4	2,031.93	8,127.72
<a href="#">CAB-TA-NA</a>	Cisco - power cable - IEC 60320 C15 to NEMA 5-15 - 8 ft Lead time (days): 14 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000%	8	0.00	0.00
<a href="#">C9200L-DNA-A-48</a>	Cisco Digital Network Architecture Advantage - Term License - 48 ports Coverage Dates: 17-JUL-2023 - 17-JUL-2024 Lead time (days): 14 CISCO AGENT - STATE OF MINNESOTA TELECOM	4	0.00	0.00

Material	Material Description	Quantity	Unit Price	Extended Price
	NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000%			
<a href="#">C9200L-DNA-A-48-5Y</a>	Cisco Digital Network Architecture Advantage - Term License (5 years) - 48 ports Coverage Dates: 17-JUL-2023 - 17-JUL-2028 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 7428.96 Discount: 100.000% Duration (months) : 60.00	4	0.00	0.00
<a href="#">PI-LFAS-T</a>	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - 1 license Coverage Dates: 17-JUL-2023 - 17-JUL-2024 Lead time (days): 14 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00
<a href="#">PI-LFAS-AP-T-5Y</a>	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (5 years) - 1 device Coverage Dates: 17-JUL-2023 - 17-JUL-2028 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000% Duration (months) : 60.00	4	0.00	0.00
<a href="#">C9200L-STACK-KIT</a>	Cisco - network stacking module Lead time (days): 14 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 1604.66 Discount: 52.000%	4	770.24	3,080.96
<a href="#">C9200-STACK</a>	Cisco - network stacking module Lead time (days): 56 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000%	8	0.00	0.00
<a href="#">STACK-T4-50CM</a>	Cisco stacking cable - 1.6 ft Lead time (days): 56 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00
<a href="#">NETWORK-PNP-LIC</a>	Cisco Network Plug-n-Play Connect - license - 1 license Lead time (days): 3 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00
<a href="#">SFP-10G-SR-S=</a>	Cisco - SFP+ transceiver module - 10 GigE	8	353.00	2,824.00



Material	Material Description	Quantity	Unit Price	Extended Price
	Lead time (days): 14 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# [REDACTED]) MSRP: 860.98 Discount: 59.000%			
Product Subtotal				32,244.24
TAX				0.00
Total				32,244.24

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Jason Wulff  
+19522795669  
[JASON.WULFF@INSIGHT.COM](mailto:JASON.WULFF@INSIGHT.COM)

Laura Holzhaeuser  
+19522795658  
[LAURA.HOLZHAUSER@INSIGHT.COM](mailto:LAURA.HOLZHAUSER@INSIGHT.COM)

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.  
<https://www.insight.com/terms-and-policies>



Ship To 22443559

ANOKA COUNTY INFO TECH  
Ryan Lundebrek, PO 0007914  
2100 3RD AVE STE 330  
ANOKA MN 55303-2235

Page 1 of 3

Invoice

Invoice No. 1101092932	Date: 14-SEP-2023	Sales Order No. 334225318	Account No. 10989428	Payment Terms Net 30 days	Due Date 14-OCT-2023	Sales Rep Name Jason Wulff	Account Clerk: Molly Herrera
PO No. 0007914	PO Release No:		Contract No.	State Contract No.		Ship Via Ground/ESD	
FEIN: 36-3949000			Service Order No	Service Rep Name		Original Invoice No	

Register for Electronic Invoicing at [www.insight.com/einvoice](http://www.insight.com/einvoice)

Material	Material Description	Qty	Unit Price	Extended Price
C9200L-48P-4X-A	Cisco Catalyst 9200L - Network Advantage - switch - 48 ports - managed - rack-mountable Serial #:FOC27253TZ8;FOC272602MX;FOC272602W2;FOC27260451 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 9485.19 Discount: 52.000%	4	4,552.89	18,211.56
* C9200L-NW-A-48	Cisco Network Advantage - Term License - 48 ports - Coverage Dates: 17-JUL-2023 - 17-JUL-2024 License Type: Subscription License Media Type: ESD CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00



Please Remit To:  
Insight Public Sector, Inc.  
P.O. Box 731072  
DALLAS TX 75373-1072

Ship To 22443559

ANOKA COUNTY INFO TECH  
Ryan Lundebrek, PO 0007914  
2100 3RD AVE STE 330  
ANOKA MN 55303-2235

Send address changes to [addresschange@insight.com](mailto:addresschange@insight.com)  
For proper credit, please return this portion with payment.

ACCOUNT NO	10989428
INVOICE DATE	14-SEP-2023
INVOICE NUMBER	1101092932
BALANCE DUE	29,420.24
Amount Paid	
CURRENCY	USD

Bill to: 40221980  
ANOKA COUNTY IT (ELEC)  
2100 3RD AVE STE 330  
ANOKA MN 55303-2235

Please remit electronically to:  
Insight Public Sector, Inc  
c/o JPMorgan Chase  
Account: 816365761  
Swift code: chasus33  
Wire ABA: 021000021  
ACH ABA: 124001545

001098942891101092932200029420247497000000000000000



Ship To 22443559

Page 2 of 3

ANOKA COUNTY INFO TECH  
 Ryan Lundebrek, PO 0007914  
 2100 3RD AVE STE 330  
 ANOKA MN 55303-2235

# Invoice

Invoice No.	Date:	Sales Order No.	Account No.	Payment Terms	Due Date	Sales Rep Name	Account Clerk:
1101092932	14-SEP-2023	334225318	10989428	Net 30 days	14-OCT-2023	Jason Wulff	Molly Herrera
PO No.	PO Release No:		Contract No.	State Contract No.		Ship Via	
0007914						Ground/ESD	
FEIN: 36-3949000		Service Order No		Service Rep Name		Original Invoice No	

Register for Electronic Invoicing at [www.insight.com/einvoice](http://www.insight.com/einvoice)

Material	Material Description	Qty	Unit Price	Extended Price
PWR-C5-1KWAC/2	Cisco Config 5 Secondary Power Supply - power supply - hot-plug / redundant - 1000 Watt CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 4233.19 Discount: 52.000%	4	2,031.93	8,127.72
CAB-TA-NA	Cisco - power cable - IEC 60320 C15 to NEMA 5-15 - 8 ft CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 0.00 Discount: 0.000%	8	0.00	0.00
* C9200L-DNA-A-48	Cisco Digital Network Architecture Advantage - Term License - 48 ports - Coverage Dates: 17-JUL-2023 - 17-JUL-2024 License Type: Subscription License Media Type: ESD CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00
* PI-LFAS-T	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - 1 license - Coverage Dates: 17-JUL-2023 - 17-JUL-2024 License Type: Subscription License Media Type: ESD CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00
C9200L-STACK-KIT	Cisco - network stacking module CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 1604.66 Discount: 52.000%	4	770.24	3,080.96
C9200-STACK	Cisco - network stacking module Serial #:FOC27293X22;FOC27293Y0F;FOC27293Y0K;FOC27293Y15;FOC27293YLT; FOC2729428S;FOC2729429P;FOC272948J9 CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 0.00 Discount: 0.000%	8	0.00	0.00



Ship To 22443559

Page 3 of 3

ANOKA COUNTY INFO TECH  
 Ryan Lundebrek, PO 0007914  
 2100 3RD AVE STE 330  
 ANOKA MN 55303-2235

## Invoice

<b>Invoice No.</b> 1101092932	<b>Date:</b> 14-SEP-2023	<b>Sales Order No.</b> 334225318	<b>Account No.</b> 10989428	<b>Payment Terms</b> Net 30 days	<b>Due Date</b> 14-OCT-2023	<b>Sales Rep Name</b> Jason Wulff	<b>Account Clerk:</b> Molly Herrera
<b>PO No.</b> 0007914	<b>PO Release No:</b>		<b>Contract No.</b>	<b>State Contract No.</b>		<b>Ship Via</b> Ground/ESD	
<b>FEIN:</b> 36-3949000		<b>Service Order No</b>		<b>Service Rep Name</b>		<b>Original Invoice No</b>	

Register for Electronic Invoicing at [www.insight.com/einvoice](http://www.insight.com/einvoice)

Material	Material Description	Qty	Unit Price	Extended Price
STACK-T4-50CM	Cisco stacking cable - 1.6 ft CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00
* NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect - license - 1 license - License Type: License Only Media Type: ESD CISCO AGENT - STATE OF MINNESOTA TELECOM NETWORKING-GOVT(# ) MSRP: 0.00 Discount: 0.000%	4	0.00	0.00

<b>Sub Total</b>	29,420.24
<b>Ttl Freight Charge</b>	0.00
<b>Total Amount Due</b>	29,420.24
<b>Currency</b>	USD

(T) Denotes taxable item

\* Denotes non-shippable item

THANK YOU FOR YOUR ORDER.

FOR ALL INQUIRIES PLEASE CALL 800-934-4477.

The Terms and Conditions and Return Policy and Procedures set forth on  
[www.ips.insight.com/TermsandConditions](http://www.ips.insight.com/TermsandConditions) are specifically incorporated herein unless purchase is being made pursuant to a separate  
 written agreement in which case the terms of the separate written agreement shall govern.

**KNZ Solutions, Inc.**  
8150 Leesburg Pike, Suite 1230  
Vienna VA 22182  
United States



Invoice #: INV00100001  
Date: Dec 18, 2024  
Terms: Net 30  
Due Date: Jan 17, 2025

**BILL TO**

Anoka County  
2100 Third Avenue  
Anoka MN 55303  
United States

**SHIP TO**

Anoka County  
2100 Third Avenue  
Anoka MN 55303  
United States

State of Minnesota CISCO Contract #11111111

PO #	SHIPPING METHOD	SHIP DATE	TRACKING #
PO#000001		Dec 18 2024	100001Z
POC	TIN #	SAM UEI #	
10048 Eric Tacardon	82-2992041	ZJKHMEWWHCK3	

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
C9500-NM-8X=	CISCO CATALYST 9500 8 X 10GE NETWORK MODULE	1	\$2,820.35	\$2,820.35

			<b>SUBTOTAL</b>	\$2,820.35
			<b>TAX TOTAL</b>	\$0.00
			<b>TOTAL</b>	\$2,820.35
			<b>AMOUNT DUE</b>	\$2,820.35





**KNZ Solutions, Inc**  
8150 Leesburg Pike, Suite 1230  
Vienna VA 22182  
United States

**Prepared for:**  
Anoka County  
2100 Third Avenue  
Anoka MN 55303  
United States

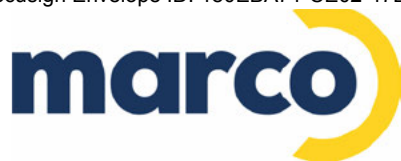
**Date** 12/18/2024  
**Business Type** SBA Certified 8(a) Firm  
**SAM UEI** ZJKHMEWWHCK3  
**TIN** 82-2992041  
**Cage Code** 89A21  
**DUNS Number** 080911486  
**Quote #** EST892

**Prepared by:** 10000 Khaled Mussa  
[Kmussa@knzsolutions.com](mailto:Kmussa@knzsolutions.com)  
Off. (612) 454-5458  
Mob. 1 (612) 414-7243  
**Terms** Net 30

State of Minnesota CISCO Contract #11111111

Qty	Item	Unit List Price	Total List Price	Promotional Discount %	Unit Net Price	Total Net Price
1	C9500-NM-8X= CISCO CATALYST 9500 8 X 10GE NETWORK MODULE	\$4,991.77	\$4,991.77	43.50%	\$2,820.35	\$2,820.35

**SUBTOTAL** \$2,820.35  
**TAX TOTAL** \$0.00  
**TOTAL** \$2,820.35



# INVOICE

Payments and Billing: 800.847.3014  
Corporate and Sales: 800.892.8548  
[www.marconet.com](http://www.marconet.com)

**Invoice Number:** INVSAMPLE

**Date:** 11/26/2024

**Account Number:** WE999999

Job Number:

**ATTENTION!** Please see an important note at the bottom of this invoice, regarding invoice changes that may affect you.

**Bill To:** Wayne Enterprise  
123 Main St  
Gotham, NY 56321

**Ship To:** Wayne Enterprise  
123 Main St  
Gotham, NY 56321

US

US

Sales Order Number	PO Number	Ship Method	Payment Terms	Payment Due
ORDSAMPLE	PO# 123456	40	AR NET 30 DAYS	1/25/2025
Remarks			Sales Person	
QUOTE 194382 Cisco State of MN - [REDACTED]			Terri Brakke	

Item Number	Description	Serial Number	Order	Ship	BO	Unit	Unit Price	Discount	Extended
C9200L-24P-4G-E	Cisco Catalyst C9200L-24P-4G Ethernet Switch	SAMPLE123	1.0	1.0	0.0	EA	\$1,759.12		\$1,759.12

**Please Remit Payment To:**

**Marco Technologies, LLC. NW 7128**  
**PO Box 1450 . Minneapolis, MN . 55485-7128**

***A \$30 fee will be assessed for any returned payment.***

**Any communications concerning disputed debts, including any instrument (including any check) tendered as full satisfaction of debt, are to be sent to Marco A/R . 4510 Heatherwood Rd . St. Cloud, MN 56301**

<b>Subtotal</b>	\$1,759.12
-----------------	------------

Discount	\$0.00
----------	--------

Freight	\$0.00
---------	--------

<b>Sales/Excise Tax</b>	<b>\$0.00</b>
-------------------------	---------------

<b>Invoice Total</b>	<b>\$1,759.12</b>
----------------------	-------------------

<b>Balance Due</b>	<b>\$0.00</b>
--------------------	---------------

**GOING PAPERLESS** We are excited to announce that effective **November 1, 2024**, we'll send all statements and invoices electronically via email instead of postal mail. Please contact us via email at [ar@marconet.com](mailto:ar@marconet.com) or by phone at 800.847.3014 to confirm or update your information to ensure you continue receiving your documents.

We appreciate your prompt attention to this matter and thank you for your continued business.



December 26, 2024

PROPOSAL FOR

**WAYNE ENTERPRISES**

BRUCE WAYNE

Prepared By:

**Terri Brakke**

Senior Vendor Relations Representative

605-444-2017

terri.brakke@marconet.com

Quote Number: 194382



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - State of MN Cisco - Sample Quote -- Wayne Enterprises



**Prepared by:**  
**Marco - St. Cloud**  
Terri Brakke  
605-444-2017  
terri.brakke@marconet.com

**Prepared for:**  
**Wayne Enterprises**  
123 Main St  
Gotham, NY 56321  
Bruce Wayne  
320.555.1111  
test@test.com

**Ship To:**  
**Wayne Enterprises**  
123 Main Street  
Gotham, NY 56321  
Bruce Wayne  
320.555.1111  
test@test.com

**Quote Information:**  
**Quote #: 194382**  
Version: 1  
Date Issued: 12/26/2024  
Expiration Date: 01/25/2025  
Special Pricing Program:  
Cisco: State of MN - [REDACTED]

Products

Description	List Price	Price	Qty	Ext. Price
Cisco Hardware = 43.5% Off List				
Cisco Catalyst C9200L-24P-4G Ethernet Switch - 24 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 2 Layer Supported - Modular - 4 SFP Slots - 370 W PoE Budget - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limi	\$3,113.49	\$1,759.12	1	\$1,759.12

Subtotal: \$1,759.12





## Quote Summary - One-Time Expenses

Description	Amount
Products	\$1,759.12
Total:	<b>\$1,759.12</b>

## Payment Options

Description	Payments	Interval	Amount
Marco Payment & Financing Options			
One-Time Payment	1	One-Time	\$1,759.12

### Payment Terms:

Payment terms are net 30 days from date of Invoice. All Software and Hardware are invoiced at the time of delivery to the customer. Professional Services are due upon completion of the engagement or with progress billing as laid out in the scope of services.

### Warranty:

Your equipment is covered by its respective manufacturer warranties. Please consult the warranty documentation that accompanies the product for details. Any charges from the manufacturer are the sole responsibility of the customer (including, but not limited to, shipping, travel and/or labor charges. Travel is limited to the State of Minnesota's Commissioner's Plan rates and must be pre-approved by the customer). Marco can provide assistance with the processing of DOA warranties within 30 days of purchase at no cost to customer. Warranty enhancements are available for an additional fee at the time of quote.

### Tax, Shipping, Errors:

Taxes may apply where applicable.

### Returns:

Upon receipt of merchandise, make sure specifications are correct before opening or marking merchandise. If you need to make a return to Marco, you must: Request to return the UNOPENED merchandise within fifteen (15) days; Product must be returned in the original undamaged/unmarked box; Recognize that special or custom orders are non-returnable; Merchandise can be subject to restock fees and/or denial of return. If you are not satisfied with your purchase, please follow the guidelines below to request approval for a return. Product(s) must be returned to Marco within 15 calendar days of purchase date provided the following criteria are met:

1. All returns must have a pre-approved Marco RMA (Return Merchandise Authorization) number prior to shipping product(s).
2. Product(s) requested for return are pending per the approval of the Returns Department and does not guarantee the return approval of the product.
3. Product(s) returned to Marco without prior authorization will be returned to the customer and customer will be charged for return freight.
4. Product(s) must be in resalable condition and not damaged. Product(s) must be complete and in manufacturer's original packaging, with no visible damage (i.e., rips, tears, compressions, holes or dents). All seals and packaging tape of manufacturers packaging must be unbroken. There must be no markings or writing on manufacturer's packaging. There must be no stickers, other than the shipping label, on manufacturer's packaging. Product(s) found not to be in resalable condition will be subject to a restocking fee and /or denial of credit.
  - o If the product was received damaged along with the packaging it arrived in:
    1. If significant damage – refuse delivery because of the damage.
    2. Take photos of the damage if possible.
    3. Contact Returns@Marconet.com immediately with the subject line – Damaged product – refused shipment
    4. Attach the photos, copy of the packing slip and description of damage.
    5. A Returns team will contact vendor to start damage claim and replacement order.
    6. See line 6 for restocking fees
  - o If it appears only the package is damaged after you inspect the product
    1. Sign for the delivery as damaged before the delivery driver leaves.
    2. You should confirm as soon as possible if the product is damaged.
    3. If yes, take photos and contact Returns@Marconet.com immediately with the subject line – Damaged product.
      1. Attach the photos, copy of the packing slip and description of damage.
      2. Returns team will generate a shipment damage claim, provide instruction and assistance for the next steps.
  - o If the damaged isn't noticed until after the package is open:



1. Take photos of the damage and the shipping boxes if possible and contact Returns@Marconet.com immediately, subject line Concealed Damage
2. Attach the photos, copy of the packing slip and description of the damage
  - o Good/unused items asking to be returned for credit is what line #4 is intended to address.
5. Special or custom orders are non-returnable.
  - o If the manufacturer does not allow product return for credit, Marco cannot accept the return of good/unused product for credit.
  - o Licenses and software support in which the Manufacturer requires registration to the customer upon purchase of the product are not returnable for credit because they are registered to a specific end user.
6. Product(s) may be subject to restocking fees.
  - o If returned unopened with manufacturer seal intact within 30 days of purchase and it is returnable for resale, there will be a restocking fee of 20% for IT Data and 25% for Voice.
  - o Note: special/custom built items, licenses and software services that are registered to end users when purchased are not returnable for credit.
  - o If an exception is made to return after 30 days, the re-stock fee will be discussed and agreed upon.
7. Product(s) that have been installed will be individually reviewed and may be subject to restocking fees, a refusal of return, no credit for the installation and delivery charges, and/or added fees for pick up.
  - o If product has been opened and installed, the manufacturer will determine if an exception can be made for return and if so, what the restock % will be. This is case specific and will be discussed and agreed upon if a return for credit is an option.
  - o See line 6 for restocking fees.
8. Marco RMA numbers will expire after 10 calendar days from issuance. Any product(s) received after the Marco's RMA number expires will be subject to restocking fee and /or denial of credit.
  - o Restocking will be reviewed based on the circumstances of the delay of return
  - o See line 6 for potential restocking fees
9. Shipping damage must be reported within five calendar days to Marco's Returns Department.
10. Customer is responsible for all return freight charges.
  - o Marco or the Mfg. will provide shipment for the return of damaged items which occurred during shipment or accidentally damaged by a Marco employee during installation.
11. Marco RMA number must appear on the shipping label only, not on the carton or manufacturer's product.
12. When shipping please insure the package for the full retail value of the item. Product(s) should be returned via a traceable shipping company like UPS, FedEx or certified US mail. Please take care in shipping product(s) back to Marco and provide appropriate shipping /packing material.
13. Product(s) damaged by inadequate shipping/packing material will result in additional fees and /or denial of credit. See your carrier for shipping/packing details.
  - o This does not apply to already damaged product.
  - o It is additional information to the packing instructions in line 12.
14. COD (Cash on Delivery) returns will not be accepted.
15. Please request your Marco RMA by one of the following:
  - o Website: [marconet.com](http://marconet.com)
  - o Email: [returns@marconet.com](mailto:returns@marconet.com)
  - o Phone: 1.800.892.8548 (ask for Returns Department)

This quote is prepared by Marco Technologies, LLC in the name of EC America, contract holder for [REDACTED]

## Marco Technologies, LLC

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Wayne Enterprises

Signature: \_\_\_\_\_

Name: Bruce Wayne

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



**Paragon Development Systems, Inc.**  
N57W39605 State Road 16  
Oconomowoc, WI 53066

**Website:** www.convergetp.com  
**Phone:** 262-569-5300  
**Email:** pds.payment@convergetp.com

# INVOICE

<b>Invoice Date:</b> 12/01/2024	<b>BILL TO :</b>	<b>SHIP TO :</b>
<b>Invoice No.:</b> 15250164	Red Customer	Attn: Robert Smith, PO 10000244
<b>Terms:</b> Net 30	Payable, Accounts	Red Customer
<b>Due Date:</b> 12/31/2024	9801 W. Higgins Rd	Receiving, Shipping
<b>Customer No.:</b> RED	St. Paul, MN 55076	9801 W. Higgins Rd
	United States	5th Floor
		St. Paul, MN 55076
		United States

Order No.	Order Date	Customer PO No.	Quote No.	Ship Via	
2324310	12/01/2024	10000244		FedEx Ground®	
Quantity		Item No.	Description	Unit Price	Total
Ordered	Shipped				
14	14	260760	10GBase-SR SFP+ Multi-Mode Module	\$528.39	\$7,397.46
		SFP-10G-SR=			
1	1	060800	Free Shipping	\$0.00	\$0.00

**Comment:**

Invoice subtotal \$7,397.46  
**Invoice Total \$7,397.46**  
**Amount Due \$7,397.46**

**Contract T-653(5),** XXXXXXXXXX

*PDS retains the right to charge interest at the legally allowable rate on all undisputed amounts aged beyond NET current. For warranty and return guidelines, please go to our website at www.pdsit.net or contact our Client Care department at 262-569-5300. For sales related questions, please contact lindsay.wayne@convergetp.com.*

**ACH Delivery:**  
Remit detail to: pds.payment@convergetp.com  
Bank Routing #: 072000326  
Account #: 868552552  
Account Name: Paragon Development Systems, Inc.

**Please remit payment to:**  
C/O Paragon Development Systems, Inc.  
PO Box 772990  
Detroit, MI 48277-0990



**PDS, A Converge Company**  
N57 W39605 Hwy 16  
Dock 4  
Oconomowoc, Wisconsin 53066  
United States  
(P) 262-569-5300

**Jason Ligday | Account Director**  
651.491.8928 | jligday@pdsit.net

Quote (Open)	
Date	Expiration Date
Dec 17, 2024 09:25 AM CST	01/16/2025
Modified Date	
Dec 17, 2024 09:30 AM CST	
Quote #	
2334550 - rev 1 of 1	
Description	
***Cisco- SAMPLE QUOTE***	
SalesRep	
Wayne, Lindsay (P) 952-405-2612	
Customer Contact	
User, Test (P) 4145695300	

**Customer**

Red Customer (ID9430)  
User, Test  
1823 Executive Dr  
Oconomowoc, WI 53066  
United States  
(P) 4145695300  
(F) 2629382155

**Bill To**

Red Customer  
Payable, Accounts  
9801 W. Higgins Rd  
St. Paul, MN 55076  
United States

**Ship To**

Red Customer  
Receiving, Shipping  
9801 W. Higgins Rd  
5th Floor  
St. Paul, MN 55076  
United States

**Payment Method**

Terms: Purchase Order (Net 30)

#	Description	Part #	List Price	% off List	Qty	Unit Price	Total
1	10GBase-SR SFP+ Multi-Mode Module Cisco - pds #: 260760	SFP-10G-SR=	\$1,220.52	56.71%	14	\$528.39	\$7,397.46
Note: SFP+ transceiver module - 10GbE - 10GBase-SR - LC/PC multi-mode - up to 984 ft - 850 nm - for Catalyst ESS9300, Switch Module 3012, Switch Module 3110G, Switch Module 3110X; Nexus 5010							

Contract T-653(5), [REDACTED]

<b>Subtotal:</b>	<b>\$7,397.46</b>
Tax (.0000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$7,397.46</b>
(List Price:	\$17,087.28)

**Terms and Conditions**

This quote, the use of the products and services quoted, and any third party Agreements or Terms and Conditions are subject to the State of Minnesota Contract noted within this document including any Contract Addenda.

Please contact your sales team with additional questions.





Presidio Networked Solutions Group, LLC  
EIN: 76-0515249, DUNS: 15-405-0959  
For questions on this invoice please call:  
Shree Mukim  
(p) +1.781.970.6449, (f)  
smukim@presidio.com

Please send payments  
made payable to:  
Presidio Networked Solutions Group, LLC  
PO Box 677638  
Dallas, TX 75267-7638  
  
Wire or ACH Payments:  
PNC Bank  
Acct: xxxxxxxx / ABA xxxxxxxx  
Remit: remittanceadvice@presidio.com

INVOICE: 60135 24009947R

DATE: 11/25/2024  
PAGE: 1 of 1

BILL TO:		Minnesota Department of XYZ Accounts Payable 123 A Street Somewhere, MN 55437	SHIP TO:		Minnesota Department of XYZ Attn: Jane Doe 123 A Street Somewhere, MN 55437
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Customer #:	MINNE001	Customer PO#:	41085-0000002233
Account Manager:	Some Body	Order #:	3001262400789
Payment Terms:	Net 30	Quote #:	2003524106645-01
Title:	Video Devices MN Dept of XYZ	Contract Vehicle:	Minnesota Cisco Contract #

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
CS-BAR-T-K9	Cisco Room Bar in First Light w/Navigator(Table Stand)  Serial #: FOC2844JXFU, FOC2844JXEW, FOC2844JXDV, FOC2844JXC6, FOC2844JXC5, FOC2843JRCB, FOC2843JRC0, FOC2843JRBZ, FOC2843JRBX, FOC2843JRB5, FOC2843JRAL, FOC2843JRAE, FOC2843JRA3, FOC2843JR9M, FOC2843JR9J	\$1,897.210	15.0	15.0	\$0.00	\$28,458.15
CON-SNT-CSTBARGT	SNTC-8X5XNBD Cisco Webex Room Bar w/Table Stand Navig	\$343.740	15.0	15.0	\$0.00	\$5,156.10

No return merchandise accepted without prior Return Authorization. All returns subject to a 20% restocking fee. If not billed on this invoice, all taxes are to be paid by the buyer. Past due balances are subject to 1.5% per month finance charge. GST/HST# 75468 2292 RT0001 Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.	Sub Total:	\$33,614.25
	Miscellaneous:	\$0.00
	Shipping & Handling:	\$0.00
	Tax:	\$0.00
	Grand Total:	\$33,614.25
Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.		



QUOTE: 2003524106645-01

DATE: 10/18/2024

PAGE: 1 of 2

TO: Minnesota Department of XYZ  
Jane Doe  
123 A Street  
Somewhere, MN 55437  
  
Jane Doe  
jdoe@minnesota.gov  
(p) 612-555-4321

FROM: Presidio Networked Solutions Group, LLC  
Some Body  
5601 Green Valley Dr  
Suite 610  
Bloomington, MN 55437  
  
some.body@presidio.com  
(p) +1.612.555.1234

SHIP TO: Minnesota Department of XYZ  
123 A Street  
Somewhere, MN 55437  
  
Jane Doe  
jdoe@minnesota.gov  
(p) 612-555-4321

Customer#: MINNE001 Contract Vehicle: Minnesota Cisco Contract #  
Account Manager: Some Body  
Inside Sales Rep: John Smith  
Title: Video Devices MN Dept YXX

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
Video Devices MN Dept YXX								
	CS-BAR-T-K9	Ship To: Minnesota Department of XYZ Jane Doe 123 A Street Somewhere, MN 55437 Jane Doe jdoe@minnesota.gov (p) 612-555-4321						
1	CS-BAR-T-K9	Cisco Room Bar in First Light w/Navigator(Table Stand)	\$7,026.71	\$1,897.21	15	73.00%	\$105,400.65	\$28,458.15
2	PWR-CORD-USA-B	Power Cord for United States of America 2m 10A	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
3	CAB-2HDMI-1.5M-GR-	1.5m GREY HDMI 2.0	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
4	CAB-ETH-5M-GR-	CAB (16.4 feet / 5m) GREY ETHERNET	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
5	PSU-12VDC-86W-	Powersupply - AC/DC, 12.3V, 86W, 7A, Gray	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
6	CS-KITMIN-CAM-COV-	Camera Cover for Room Bar & Room Kit Mini	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
7	CS-BAR-MOUNT-KIT-	Mounting Kit for Cisco Room Bar	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
8	CAB-DV10-8M-	8 meter flat grey Ethernet cable for Touch 10	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
9	CS-T10-TS-L-	Cisco Room Navigator-Table Stand, First Light (White)	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
10	CON-SNT-CSTBARGT	SNTC-8X5XNBD Cisco Webex Room Bar w/Table Stand Navig	\$419.20	\$343.74	15 for 12 mo(s)	18.00%	\$6,288.00	\$5,156.10
							Total:	\$33,614.25
Total Video Devices MN Dept YXX:							\$111,688.65	\$33,614.25

Total List Price:		\$111,688.65
Sub Total:		\$33,614.25
Grand Total:		\$33,614.25

Terms and Conditions of the Cisco NASPO AR3227 Minnesota Participating xxxxxxxx shall govern this quote QUOTE IS VALID FOR 30 DAYS

FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:  
NAPSO VALUEPOINT Cisco NASPO AR3227 Minnesota Participating Addendum xxxxxxxx

Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

SAMPLE



QUOTE: 2003524106645-01

DATE: 10/18/2024  
PAGE: 1 of 2

TO: Minnesota Department of XYZ  
Jane Doe  
123 A Street  
Somewhere, MN 55437  
  
Jane Doe  
jdoe@minnesota.gov  
(p) 612-555-4321

FROM: Presidio Networked Solutions Group, LLC  
Some Body  
5601 Green Valley Dr  
Suite 610  
Bloomington, MN 55437  
  
some.body@presidio.com  
(p) +1.612.555.1234

SHIP TO: Minnesota Department of XYZ  
123 A Street  
Somewhere, MN 55437  
  
Jane Doe  
jdoe@minnesota.gov  
(p) 612-555-4321

Customer#: MINNE001 Contract Vehicle: Minnesota Cisco Contract #  
Account Manager: Some Body  
Inside Sales Rep: John Smith  
Title: Video Devices MN Dept YXX

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
Video Devices MN Dept YXX								
	CS-BAR-T-K9	Ship To: Minnesota Department of XYZ Jane Doe 123 A Street Somewhere, MN 55437 Jane Doe jdoe@minnesota.gov (p) 612-555-4321						
1	CS-BAR-T-K9	Cisco Room Bar in First Light w/Navigator(Table Stand)	\$7,026.71	\$1,897.21	15	73.00%	\$105,400.65	\$28,458.15
2	PWR-CORD-USA-B	Power Cord for United States of America 2m 10A	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
3	CAB-2HDMI-1.5M-GR-	1.5m GREY HDMI 2.0	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
4	CAB-ETH-5M-GR-	CAB (16.4 feet / 5m) GREY ETHERNET	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
5	PSU-12VDC-86W-	Powersupply - AC/DC, 12.3V, 86W, 7A, Gray	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
6	CS-KITMIN-CAM-COV-	Camera Cover for Room Bar & Room Kit Mini	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
7	CS-BAR-MOUNT-KIT-	Mounting Kit for Cisco Room Bar	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
8	CAB-DV10-8M-	8 meter flat grey Ethernet cable for Touch 10	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
9	CS-T10-TS-L-	Cisco Room Navigator-Table Stand, First Light (White)	\$0.00	\$0.00	15	0.00%	\$0.00	\$0.00
10	CON-SNT-CSTBARGT	SNTC-8X5XNBD Cisco Webex Room Bar w/Table Stand Navig	\$419.20	\$343.74	15 for 12 mo(s)	18.00%	\$6,288.00	\$5,156.10
							Total:	\$33,614.25
Total Video Devices MN Dept YXX:							\$111,688.65	\$33,614.25

Total List Price:		\$111,688.65
Sub Total:		\$33,614.25
Grand Total:		\$33,614.25

Terms and Conditions of the Cisco NASPO AR3227 Minnesota Participating xxxxxxxx shall govern this quote QUOTE IS VALID FOR 30 DAYS

FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:  
NAPSO VALUEPOINT Cisco NASPO AR3227 Minnesota Participating Addendum xxxxxxxx

Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

SAMPLE



INVOICE

BILL TO	SHIP TO	INVOICE	SAMPLE
State of Minnesota	State of Minnesota	DATE	12/19/2024
400 Centennial Building	400 Centennial Building	TERMS	Net 30
658 Cedar Street	658 Cedar Street	DUE DATE	01/18/2025
Saint Paul, MN 55155	Saint Paul, MN 55155		

CONTRACT #  
Telcom Sample

DESCRIPTION		QTY	RATE	AMOUNT
Test Product XYZ	Test Product XYZ List Price \$100.00 Contract Discount 22%	1	78.00	78.00

Contact Procellis Technology, Inc. to pay.  
[WWW.PROCELLIS.COM]  
[EMAIL: AR@PROCELLIS.COM]  
[OFFICE: 763-219-4187]  
  
[MN/TG(S)VO /CERT]

BALANCE DUE

\$78.00

REMIT PAYMENT via mail to:  
PROCELLIS TECHNOLOGY INC  
6820 Shingle Creek Pkwy #2  
Minneapolis, MN 55430

REMIT ACH payment:  
Bank of America  
Routing No: 063000047  
REF: Account: 898030289401



Sales Quotation  
Sample For Telecom

6820 Shingle Creek Pkwy #2, Minneapolis, MN 55430	Created Date	Expiry Date	Quote #
	1/2/2025	Friday, January 31, 2025	10067

Name / Address	Ship to
MNIT - Minnesota IT Services	Sample Address St Paul, Minnesota 55155, United States

Rep	Terms	Shipping Method	Contract #
Jeff Weber	Net 30		

Details item information:

Item	Item Description	Qty	List Price	Contract Disc	Price After Disc	Ext. Total

TOTAL:

Note:

Summary

Summary			\$0.00
Product	Quantity	Price	Amount

Subtotal	\$0.00
Shipping	\$0.00
Tax	\$0.00
Total	\$0.00



(844) 721-2701 | support@procellis.com

www.procellis.com | MN TG/(S)VO /CERT



CUSTOMER QUOTE



CUSTOMER NAME: 2024 State of Minnesota 1 Year  
Mass Co-Term Renewal  
(7/1/2024 - 6/30/2025)

CONTRACT NUMBER: 147232

EFFECTIVE DATE: 5/1/2024

Quote expires on 6/20/2024

Cisco Subscription (SaaS)		
Subscription		TERM: See dates in BOM
Cisco Software (FLEX)	\$	5,604
Cisco Software (eGain)	\$	171,180
Productivity Bundle - eGain Advisor Desktop (64), eGain Advisor Desktop (86), and eGain Site to Site VPN (1)		

Cisco Subscription (SaaS) Sub-Total	\$	176,784
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Maintenance and Support

icPrime™		
icPrime™ Maintenance		TERM: 07/01/24 to 06/30/25
Cisco Hardware Maintenance (SMARTnet)	\$	38,829
Hardware Break/Fix maintenance		
Calabrio Software Maintenance	\$	418,135
TTEC Provided 7x24 Calabrio Software Break/Fix maintenance and major upgrade software		
Nuance Software Maintenance	\$	78,518
TTEC Provided 7x24 Nuance Software Break/Fix maintenance and major upgrade software		
icPrime™ Maintenance Sub-Total	\$	535,482

icPrime™ Support Services (with term specified)		TERM: 07/01/24 to 06/30/25
TTEC Partner Provided Software Support with Assigned Account Manager		
TTEC icVue™ (With the Below Components Included)		
Core Software Monitoring		
Chassis Monitoring (Hardware)		
Chassis Monitoring Utilization (Hardware Utilization & Performance)		
TTEC Team Support (Moves, Adds & Changes)		
Includes 1.5 hours per month		
icPrime™ Support Services Sub-Total	\$	431,942

icPrime™ Sub-Total	\$	967,424
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icProactive™ (Includes all of the icPrime Services Listed Above)		TERM: 07/01/24 to 06/30/25
TTEC icVue™ Additional Monitoring Options (with the Below Components Included)	\$	1,807
VOIP Monitoring (quantity 150)		
TTEC Performance Management (Patching)	\$	67,133
Scheduled Application of Microsoft OS updates and Software Minor Service Releases		
TTEC IOS Device Management	\$	24,329
Break Fix including Hardware SPOC, HW Performance Monitoring, IOS Updates and config backup		
TTEC Application Support: 5 hours configuration support	\$	5,665
(Software Break/fix maintenance on TTEC Digital Value-Added Toolkits)		
Custom CVP Base IVR Reporting Package	\$	2,312
icProactive™ Sub-Total	\$	101,246

“ic” Application Recurring Services (License and Support)	TERM: 07/01/24 to 06/30/25	
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ic Route™ License and Support	\$	45,000
icApplication Recurring Services Sub-Total	\$	45,000
Maintenance and Support Sub-Total	\$	1,113,670
Grand Total	\$	1,290,454

ASSUMPTIONS

1. Applicable Sales Tax and Shipping Charges will be applied to Net Amount Due.
2. Pricing in this quote is based on the start and end dates of the services as set forth above.
3. eGain Subscription:
  - Productivity Bundle - eGain Advisor Desktop (64):
    - \* The eGain Productivity Bundle subscription includes the eGain Email Manager and eGain Knowledge Bases used by the DVS Contact Center.
    - \* The ratio of named advisor desktops to concurrently logged-in agent desktops is 2:1.
  - eGain Site to Site VPN (1):
    - \* MNIT is responsible for all VPN configuration based on eGain and TTEC direction.
    - \* The VPN is the connection between the State of MN's UCCE environment and the eGain cloud.Maintenance is included during the subscription term.
4. TTEC has applied its contractual discount to the Cisco maintenance
5. The State of MN commits to the coverage terms in the attached Calabrio, Cisco, and Nuance Bill of Material tabs.
6. SMARTnet coverage and pricing is subject to verification of the device Serial Numbers.
7. Support term for new products will coincide with the Date of Delivery.
8. Pricing is in USD.
9. For the icRoute™ License and Support, the unused portion will be credited to the purchase of Humanify Portal once TTEC and Client conclude the upgrade.
10. Client is using a version of icPortal® Service with Routing Controls (aka icRoute) that is end of life and has chosen to continue to use that version for the Term set forth above. As such, TTEC will endeavor to provide the icRoute services under this quote but cannot guarantee the icRoute will meet any service level agreements or performance commitments set forth in the Agreement for the Term or that a workaround will be available for every issue. TTEC will not provide any software fixes or patches. In addition, the icRoute services shall be provided “AS IS” with no warranties (express or implied) of any kind. If Client desires to continue with the icRoute services hereunder after June 30, 2025, Client must upgrade to the current version of icPortal® Service with Routing Controls under a separate SOW with Vendor.



This quote is good for 30 days from the Effective Date.

DATE: 4/30/2024  
SHIP TO: 2024 State of Minnesota 1 Year Mass Co-Term Renewal  
VENDOR: Cisco

SW PRICE: \$176,784.00  
MAINT PRICE: \$38,829.32

TOTAL PRICE: \$215,613.32

LINE	PRODUCT #	DESCRIPTION	QTY	TERM START DATE	TERM END DATE	EXT. LIST	DISCOUNTS	EXT. PRICE
Cisco Subscription								
Productivity Bundle	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
Productivity Bundle	EGAIN-SBP-ADVS-NA	eGain Advisor Desktop	64	7/1/2024	6/30/2025	\$76,032.00	10.0%	\$68,428.80
Advisor Desktop	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
Advisor Desktop	EGAIN-SBP-ADVS-NA	eGain Advisor Desktop	80	7/1/2024	6/30/2025	\$95,040.00	10.0%	\$85,536.00
Advisor Desktop	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
Advisor Desktop	EGAIN-SBP-ADVS-NA	eGain Advisor Desktop	6	7/1/2024	6/30/2025	\$7,128.00	10.0%	\$6,415.20
VPN Support	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
VPN Support	EGAIN-SBP-SSVP-PT	eGain Site to Site VPN	1	7/1/2024	6/30/2025	\$12,000.00	10.0%	\$10,800.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-3-CC	Flex 3.0 for Contact Center	1	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
Cisco Maint. Renewal   Sub1547370	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-WFO-CR	Call Recording Named Agents	40	7/1/2024	6/30/2026	\$6,226.66	10.0%	\$5,604.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-WFO-CR-O	Call Recording Named Agents Overage	0	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-ADDON-ENT	Contact Center Addon Entitlement	1	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
								\$176,784.00
CISCO SMARTNET								
Cisco Maint. Renewal   1419923968   FGL172340DJ	CON-SNT-A55K9	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	1	7/1/2024	6/30/2025	\$4,881.52	20.0%	\$3,905.22
Cisco Maint. Renewal   1509631284   FGL1807408S	CON-SNT-A55K9	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	1	7/1/2024	6/30/2025	\$4,881.52	20.0%	\$3,905.22
Cisco Maint. Renewal   1509637790   FGL1807408R	CON-SNT-A55K9	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	1	7/1/2024	6/30/2025	\$4,881.52	20.0%	\$3,905.22
Cisco Maint. Renewal   1446078505   FGL17314117	CON-SNT-A55K8	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, DES	1	7/1/2024	6/30/2025	\$4,886.27	20.0%	\$3,909.02
Cisco Maint. Renewal   1444190846   11000071316	CON-SNT-ASD120	NO ISSUES, ADD	1	7/1/2024	6/30/2025	\$105.00	20.0%	\$84.00
Cisco Maint. Renewal   1316218585   11000056834	CON-SNT-ASD120	NO ISSUES, ADD	1	7/1/2024	6/30/2025	\$105.00	20.0%	\$84.00
Cisco Maint. Renewal   5113982138   FLM2118V0J8	CON-SNT-ISR4321V	Cisco ISR 4321 Bundle, w/UC License, CUBE-10	1	7/1/2024	6/30/2025	\$541.63	20.0%	\$433.30
Cisco Maint. Renewal   5113146668   FLM2117V19T	CON-SNTP-IR4321VS	SNTC-24X7X4 Cisco ISR 4321 Bundle with UC SEC Lice	1	7/1/2024	6/30/2025	\$988.19	20.0%	\$790.55
Cisco Maint. Renewal   5113146671   FLM2117V19S	CON-SNTP-IR4321VS	SNTC-24X7X4 Cisco ISR 4321 Bundle with UC SEC Lice	1	7/1/2024	6/30/2025	\$988.19	20.0%	\$790.55
Cisco Maint. Renewal   5114483745   FCH211623K6	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483748   FCH211623XR	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483752   FCH211623UX	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483754   FCH211623TU	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483756   FCH211622YV	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5143626990   FGL213060EE	CON-ECDN-CS7ZK9KI	Room Kit Plus w/Codec Plus, Quad Camera and Touch 10.	1	7/1/2024	6/30/2025	\$1,884.95	20.0%	\$1,507.96
Cisco Maint. Renewal   5143627001   GET212201JR	CON-ECDN-CT3D20SM	Cisco TelePresence Table Microphone 20	1	7/1/2024	12/31/2024	\$30.82	20.0%	\$24.66
Cisco Maint. Renewal   5143627004   GET212201JO	CON-ECDN-CT3D20SM	Cisco TelePresence Table Microphone 20	1	7/1/2024	12/31/2024	\$30.82	20.0%	\$24.66
Cisco Maint. Renewal   5316812623   FJC2304A1B9	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Cisco Maint. Renewal   5316812626   FJC2304A1BA	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Cisco Maint. Renewal   5316821015   FJC2305A00C	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Cisco Maint. Renewal   5316821035   FJC2305A00B	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Takeover   5451526218   FJC2413D0PN	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Takeover   5451526221   FJC2414D0OE	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
								\$38,829.32



DATE: 4/30/2024  
SHIP TO: 2024 State of Minnesota 1 Year Mass Co-Term Renewal  
VENDOR: Calabrio

MAINT PRICE: \$418,134.86

TOTAL PRICE: \$418,134.86

LINE	PRODUCT#	DESCRIPTION	QTY	TERM START DATE	TERM END DATE	# OF YEARS	EXT. UNIT	EXT. PRICE
CALABRIO PLATINUM SUPPORT								
Calabrio Add-On	CAL-SP-CQMAQM-LPUSR	Advanced Quality Management (AQM) User Support License	50	3/1/2025	6/30/2025	0.33	\$147.86	\$2,471.08
2022 Mass Co-Term	CAL-SP-CQMAQMLPUSR	Advanced Quality Management (AQM) User Support License	2007	7/1/2024	6/30/2025	1.00	\$147.86	\$296,755.02
2022 Mass Co-Term	CAL-SP-CQMSRVLPSPRV	Advanced Quality Management, Server License	4	7/1/2024	6/30/2025	1.00	\$3,191.25	\$12,765.00
2022 Mass Co-Term	CAL-SP-CQMBCRLPUSR	Call Recording, Audio Record, Search and Play Named, User License	215	7/1/2024	6/30/2025	1.00	\$69.14	\$14,865.10
2022 Mass Co-Term	CAL-SP-WFMSRVLPSPRV	Advanced Workforce Management, Server License (includes one ACD connector)	4	7/1/2024	6/30/2025	1.00	\$3,191.25	\$12,765.00
2022 Mass Co-Term	CAL-SP-WFMAWFLPUSR	WFM Scheduled Agents and Application User License	531	7/1/2024	6/30/2025	1.00	\$147.86	\$78,513.66
								\$418,134.86



DATE: 4/30/2024  
SHIP TO: 2024 State of Minnesota 1 Year Mass Co-Term Renewal  
VENDOR: Nuance

MAINT PRICE: \$78,517.89

TOTAL PRICE: \$78,517.89

LINE	PRODUCT#	DESCRIPTION	QTY	TERM START DATE	TERM END DATE	EXT. PRICE
<b>Renewal Pricing</b>						
2022 Mass Co-Term   90511	Recognition Port - Tier 1 (AKA Nuance ASR Maintenance and Support)	10020 - Nuance ASR Maintenance and Support - 24x7	20	7/1/2024	6/30/2025	\$1,783.07
2022 Mass Co-Term   2300010	RealSpeak Telecom License	12410 - Nuance Vocalizer Maintenance and Support - 24x7	30	7/1/2024	6/30/2025	\$3,475.78
2022 Mass Co-Term   2300011	Nuance Recognizer 9 License - Tier 3 (Closed grammars only, unlimited words)	11103 - Nuance Recognizer Maintenance and Support - 24x7	30	7/1/2024	6/30/2025	\$8,554.88
2022 Mass Co-Term   2300012	RealSpeak Telecom License	12410 - Nuance Vocalizer Maintenance and Support - 24x7	4	7/1/2024	6/30/2025	\$151.39
2022 Mass Co-Term   2300014	Nuance Recognizer 9 License - Tier 3 (Closed grammars only, unlimited words)	11103 - Nuance Recognizer Maintenance and Support - 24x7	4	7/1/2024	6/30/2025	\$1,140.65
2022 Mass Co-Term   3975640	Nuance Recognizer 9 License - Tier 2 (All built-in grammars, 2500 max words) (AKA Tier 2 Licenses 24x7x365 Support)	11103 - Nuance Recognizer Maintenance and Support - 24x7	20	7/1/2024	6/30/2025	\$2,138.71
2022 Mass Co-Term   3975641	Nuance Recognizer 9 License - Tier 2 (All built-in grammars, 2500 max words) (AKA Tier 1 Licenses 24x7x365 Support)	11103 - Nuance Recognizer Maintenance and Support - 24x7	100	7/1/2024	6/30/2025	\$19,604.76
2022 Mass Co-Term   3975642	Nuance Recognizer 9 License - Tier 2 (All built-in grammars, 2500 max words) (AKA Tier 1 Licenses 24x7x365 Support)	11103 - Nuance Recognizer Maintenance and Support - 24x7	120	7/1/2024	6/30/2025	\$11,762.86
2022 Mass Co-Term   6000780	Nuance Recognizer 10 License - Tier 3 (Closed grammars only, unlimited words) (AKA Production)	11103 - Nuance Recognizer Maintenance and Support - 24x7	48	7/1/2024	6/30/2025	\$16,425.23
2022 Mass Co-Term   6000781	Nuance Recognizer 10 License - Tier 3 (Closed grammars only, unlimited words) (AKA Standby)	11103 - Nuance Recognizer Maintenance and Support - 24x7	48	7/1/2024	6/30/2025	\$8,212.61
2022 Mass Co-Term   6000782	Vocalizer for Network 6 - Standard Voice (AKA Production)	12410 - Nuance Vocalizer Maintenance and Support - 24x7	12	7/1/2024	6/30/2025	\$2,181.48
2022 Mass Co-Term   6000783	Vocalizer for Network 6 - Standard Voice (AKA Standby)	12410 - Nuance Vocalizer Maintenance and Support - 24x7	12	7/1/2024	6/30/2025	\$1,090.74
2022 Mass Co-Term   6927104	Nuance Recognizer 10 License - Tier 3 (Closed grammars only, unlimited words) (AKA Lab - M&S)	11103 - Nuance Recognizer Maintenance and Support - 24x7	8	7/1/2024	6/30/2025	\$1,303.59
2022 Mass Co-Term   6927105	Vocalizer for Network 6 - Standard Voice (AKA Lab - M&S)	12410 - Nuance Vocalizer Maintenance and Support - 24x7	8	7/1/2024	6/30/2025	\$692.14
						<b>\$78,517.89</b>



TTEC Digital, LLC  
6312 S. Fiddlers Green Circle,  
Suite 100N  
Greenwood Village, CO, 80111  
Phone # 303-397-8100

Invoice

Please Remit To

TTEC Digital, LLC  
P O Box 7411131  
Chicago, IL 60674-1131

Invoice No.	828858	Client No.	2268	Invoice Date	June 26,2024
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BILL TO

STATE OF MINNESOTA  
MNIT SERVICES - FINANCIAL  
2ND FL/CENTENNIAL OFFICE BLDG  
658 CEDAR ST  
ST PAUL, MN 55155 US  
Attn:

SHIP TO

STATE OF MINNESOTA  
OFFICE OF ENTERPRISE TECHNOLOGY ISF  
COLUMBUS ST DOCK - CENTENN  
658 CEDAR ST  
ST. PAUL, MN 55155 US  
Attn:

Project Number 1509	Project Manager Penhall, Robert J	Terms 30 NET
Invoice Cycle TT Billing Cycle Days: 30	Ending Date June 30,2025	Purchase Order Number G4601-3000050431
	Invoice Due Date July 26,2024	

Description		Amount
Project Name: MS State of Minnesota		
Cisco Hardware Maintenance (SMARTnet)		\$38,829.00
Tax Code:		
Calabrio Software Maintenance		\$418,135.00
Tax Code:		
Nuance Software Maintenance		\$78,518.00
Tax Code:		
icPrime™ Support Services		\$431,942.00
Tax Code:		
TTEC icVue™ Additional Monitoring Options		\$1,807.00
Tax Code:		
TTEC Performance Management (Patching)		\$67,133.00
Tax Code:		
TTEC IOS Device Management		\$24,329.00
Tax Code:		
TTEC Application Support: 5 hours configuration support		\$5,665.00
Tax Code:		
Custom CVP Base IVR Reporting Package		\$2,312.00
Tax Code:		
ic Route™ License and Support		\$45,000.00
Tax Code:		

Invoice Total

\$1,113,670.00

Comments

Corporate Revenue Assurance hereby  
agrees to maintain, on your behalf, the  
document required by Section 274(d) of  
the Internal Revenue Code to substantiate all  
Reimbursable expenses.

THANK YOU!



TTEC Digital, LLC  
6312 S. Fiddlers Green Circle,  
Suite 100N  
Greenwood Village, CO, 80111  
Phone # 303-397-8100

Invoice

Please Remit To

TTEC Digital, LLC  
P O Box 7411131  
Chicago, IL 60674-1131

Invoice No.	828858	Client No.	2268	Invoice Date	June 26,2024
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BILL TO

STATE OF MINNESOTA  
MNIT SERVICES - FINANCIAL  
2ND FL/CENTENNIAL OFFICE BLDG  
658 CEDAR ST  
ST PAUL, MN 55155 US  
Attn:

SHIP TO

STATE OF MINNESOTA  
OFFICE OF ENTERPRISE TECHNOLOGY ISF  
COLUMBUS ST DOCK - CENTENN  
658 CEDAR ST  
ST. PAUL, MN 55155 US  
Attn:

Project Number 1509	Project Manager Penhall, Robert J	Terms 30 NET
Invoice Cycle TT Billing Cycle Days: 30	Ending Date June 30,2025	Purchase Order Number G4601-3000050431
	Invoice Due Date July 26,2024	

	Invoice Comment: Contract #147232	
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Invoice Total

\$1,113,670.00

Comments

Corporate Revenue Assurance hereby  
agrees to maintain, on your behalf, the  
document required by Section 274(d) of  
the Internal Revenue Code to substantiate all  
Reimbursable expenses.

THANK YOU!

CUSTOMER QUOTE



CUSTOMER NAME: 2024 State of Minnesota 1 Year  
Mass Co-Term Renewal  
(7/1/2024 - 6/30/2025)

CONTRACT NUMBER: 147232

EFFECTIVE DATE: 5/1/2024

Quote expires on 6/20/2024

Cisco Subscription (SaaS)		
Subscription	TERM: See dates in BOM	
Cisco Software (FLEX)	\$	5,604
Cisco Software (eGain)	\$	171,180
Productivity Bundle - eGain Advisor Desktop (64), eGain Advisor Desktop (86), and eGain Site to Site VPN (1)		
Cisco Subscription (SaaS) Sub-Total	\$	176,784

Maintenance and Support		
icPrime™		
icPrime™ Maintenance	TERM: 07/01/24 to 06/30/25	
Cisco Hardware Maintenance (SMARTnet)	\$	38,829
Hardware Break/Fix maintenance		
Calabrio Software Maintenance	\$	418,135
TTEC Provided 7x24 Calabrio Software Break/Fix maintenance and major upgrade software		
Nuance Software Maintenance	\$	78,518
TTEC Provided 7x24 Nuance Software Break/Fix maintenance and major upgrade software		
icPrime™ Maintenance Sub-Total	\$	535,482
icPrime™ Support Services (with term specified)		
TERM: 07/01/24 to 06/30/25		
TTEC Partner Provided Software Support with Assigned Account Manager		
TTEC icVue™ (With the Below Components Included)		
Core Software Monitoring		
Chassis Monitoring (Hardware)		
Chassis Monitoring Utilization (Hardware Utilization & Performance)		
TTEC Team Support (Moves, Adds & Changes)		
Includes 1.5 hours per month		
icPrime™ Support Services Sub-Total	\$	431,942
icPrime™ Sub-Total	\$	967,424

icProactive™ (Includes all of the icPrime Services Listed Above)		TERM: 07/01/24 to 06/30/25
TTEC icVue™ Additional Monitoring Options (with the Below Components Included)	\$	1,807
VOIP Monitoring (quantity 150)		
TTEC Performance Management (Patching)	\$	67,133
Scheduled Application of Microsoft OS updates and Software Minor Service Releases		
TTEC IOS Device Management	\$	24,329
Break Fix including Hardware SPOC, HW Performance Monitoring, IOS Updates and config backup		
TTEC Application Support: 5 hours configuration support	\$	5,665
(Software Break/fix maintenance on TTEC Digital Value-Added Toolkits)		
Custom CVP Base IVR Reporting Package	\$	2,312
icProactive™ Sub-Total	\$	101,246

“ic” Application Recurring Services (License and Support)	TERM: 07/01/24 to 06/30/25
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ic Route™ License and Support	\$	45,000
icApplication Recurring Services Sub-Total	\$	45,000
Maintenance and Support Sub-Total	\$	1,113,670
Grand Total	\$	1,290,454

ASSUMPTIONS		
1. Applicable Sales Tax and Shipping Charges will be applied to Net Amount Due.		
2. Pricing in this quote is based on the start and end dates of the services as set forth above.		
3. eGain Subscription:		
Productivity Bundle - eGain Advisor Desktop (64):		
* The eGain Productivity Bundle subscription includes the eGain Email Manager and eGain Knowledge Bases used by the DVS Contact Center.		
* The ratio of named advisor desktops to concurrently logged-in agent desktops is 2:1.		
eGain Site to Site VPN (1):		
* MNIT is responsible for all VPN configuration based on eGain and TTEC direction.		
* The VPN is the connection between the State of MN's UCCE environment and the eGain cloud.		
Maintenance is included during the subscription term.		
4. TTEC has applied its contractual discount to the Cisco maintenance		
5. The State of MN commits to the coverage terms in the attached Calabrio, Cisco, and Nuance Bill of Material tabs.		
6. SMARTnet coverage and pricing is subject to verification of the device Serial Numbers.		
7. Support term for new products will coincide with the Date of Delivery.		
8. Pricing is in USD.		
9. For the icRoute™ License and Support, the unused portion will be credited to the purchase of Humanify Portal once TTEC and Client conclude the upgrade.		
10. Client is using a version of icPortal® Service with Routing Controls (aka icRoute) that is end of life and has chosen to continue to use that version for the Term set forth above. As such, TTEC will endeavor to provide the icRoute services under this quote but cannot guarantee the icRoute will meet any service level agreements or performance commitments set forth in the Agreement for the Term or that a workaround will be available for every issue. TTEC will not provide any software fixes or patches. In addition, the icRoute services shall be provided “AS IS” with no warranties (express or implied) of any kind. If Client desires to continue with the icRoute services hereunder after June 30, 2025, Client must upgrade to the current version of icPortal® Service with Routing Controls under a separate SOW with Vendor.		



This quote is good for 30 days from the Effective Date.

DATE: 4/30/2024  
SHIP TO: 2024 State of Minnesota 1 Year Mass Co-Term Renewal  
VENDOR: Cisco

SW PRICE: \$176,784.00  
MAINT PRICE: \$38,829.32

TOTAL PRICE: \$215,613.32

LINE	PRODUCT #	DESCRIPTION	QTY	TERM START DATE	TERM END DATE	EXT. LIST	DISCOUNTS	EXT. PRICE
Cisco Subscription								
Productivity Bundle	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
Productivity Bundle	EGAIN-SBP-ADVS-NA	eGain Advisor Desktop	64	7/1/2024	6/30/2025	\$76,032.00	10.0%	\$68,428.80
Advisor Desktop	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
Advisor Desktop	EGAIN-SBP-ADVS-NA	eGain Advisor Desktop	80	7/1/2024	6/30/2025	\$95,040.00	10.0%	\$85,536.00
Advisor Desktop	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
Advisor Desktop	EGAIN-SBP-ADVS-NA	eGain Advisor Desktop	6	7/1/2024	6/30/2025	\$7,128.00	10.0%	\$6,415.20
VPN Support	EGAIN-SAAS	SolutionsPlus: Egain Cloud Subscription Billing	1	7/1/2024	6/30/2025	\$0.00	10.0%	\$0.00
VPN Support	EGAIN-SBP-SSVP-PT	eGain Site to Site VPN	1	7/1/2024	6/30/2025	\$12,000.00	10.0%	\$10,800.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-3-CC	Flex 3.0 for Contact Center	1	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
Cisco Maint. Renewal   Sub1547370	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-WFO-CR	Call Recording Named Agents	40	7/1/2024	6/30/2026	\$6,226.66	10.0%	\$5,604.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-WFO-CR-O	Call Recording Named Agents Overage	0	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
Cisco Maint. Renewal   Sub1547370	A-FLEX-ADDON-ENT	Contact Center Addon Entitlement	1	7/1/2024	6/30/2026	\$0.00	10.0%	\$0.00
								\$176,784.00
CISCO SMARTNET								
Cisco Maint. Renewal   1419923968   FGL172340DJ	CON-SNT-A55K9	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	1	7/1/2024	6/30/2025	\$4,881.52	20.0%	\$3,905.22
Cisco Maint. Renewal   1509631284   FGL1807408S	CON-SNT-A55K9	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	1	7/1/2024	6/30/2025	\$4,881.52	20.0%	\$3,905.22
Cisco Maint. Renewal   1509637790   FGL1807408R	CON-SNT-A55K9	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	1	7/1/2024	6/30/2025	\$4,881.52	20.0%	\$3,905.22
Cisco Maint. Renewal   1446078505   FGL17314117	CON-SNT-A55K8	ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, DES	1	7/1/2024	6/30/2025	\$4,886.27	20.0%	\$3,909.02
Cisco Maint. Renewal   1444190846   11000071316	CON-SNT-ASD120	NO ISSUES, ADD	1	7/1/2024	6/30/2025	\$105.00	20.0%	\$84.00
Cisco Maint. Renewal   1316218585   11000056834	CON-SNT-ASD120	NO ISSUES, ADD	1	7/1/2024	6/30/2025	\$105.00	20.0%	\$84.00
Cisco Maint. Renewal   5113982138   FLM2118V0J8	CON-SNT-ISR4321V	Cisco ISR 4321 Bundle, w/UC License, CUBE-10	1	7/1/2024	6/30/2025	\$541.63	20.0%	\$433.30
Cisco Maint. Renewal   5113146668   FLM2117V19T	CON-SNTP-IR4321VS	SNTC-24X7X4 Cisco ISR 4321 Bundle with UC SEC Lice	1	7/1/2024	6/30/2025	\$988.19	20.0%	\$790.55
Cisco Maint. Renewal   5113146671   FLM2117V19S	CON-SNTP-IR4321VS	SNTC-24X7X4 Cisco ISR 4321 Bundle with UC SEC Lice	1	7/1/2024	6/30/2025	\$988.19	20.0%	\$790.55
Cisco Maint. Renewal   5114483745   FCH211623K6	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483748   FCH211623XR	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483752   FCH211623UX	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483754   FCH211623TU	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5114483756   FCH211622YV	CON-SNT-PBDEMKD3	Cisco 8800 Series IP Phone Expansion Module	1	7/1/2024	6/30/2025	\$25.00	20.0%	\$20.00
Cisco Maint. Renewal   5143626990   FGL213060EE	CON-ECDN-CS7ZK9KI	Room Kit Plus w/Codec Plus, Quad Camera and Touch 10.	1	7/1/2024	6/30/2025	\$1,884.95	20.0%	\$1,507.96
Cisco Maint. Renewal   5143627001   GET212201JR	CON-ECDN-CT3D20SM	Cisco TelePresence Table Microphone 20	1	7/1/2024	12/31/2024	\$30.82	20.0%	\$24.66
Cisco Maint. Renewal   5143627004   GET212201JO	CON-ECDN-CT3D20SM	Cisco TelePresence Table Microphone 20	1	7/1/2024	12/31/2024	\$30.82	20.0%	\$24.66
Cisco Maint. Renewal   5316812623   FJC2304A1B9	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Cisco Maint. Renewal   5316812626   FJC2304A1BA	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Cisco Maint. Renewal   5316821015   FJC2305A00C	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Cisco Maint. Renewal   5316821035   FJC2305A00B	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Takeover   5451526218   FJC2413D0PN	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
Takeover   5451526221   FJC2414D00E	CON-SNT-ISR4451X	SNTC-8X5XNBD Cisco ISR 4451 AXV Bundle,PVDM4-64 w/APP	1	7/1/2024	6/30/2025	\$4,034.37	20.0%	\$3,227.50
								\$38,829.32



DATE: 4/30/2024  
SHIP TO: 2024 State of Minnesota 1 Year Mass Co-Term Renewal  
VENDOR: Calabrio

MAINT PRICE: \$418,134.86

TOTAL PRICE: \$418,134.86

LINE	PRODUCT#	DESCRIPTION	QTY	TERM START DATE	TERM END DATE	# OF YEARS	EXT. UNIT	EXT. PRICE
CALABRIO PLATINUM SUPPORT								
Calabrio Add-On	CAL-SP-CQMAQM-LPUSR	Advanced Quality Management (AQM) User Support License	50	3/1/2025	6/30/2025	0.33	\$147.86	\$2,471.08
2022 Mass Co-Term	CAL-SP-CQMAQMLPUSR	Advanced Quality Management (AQM) User Support License	2007	7/1/2024	6/30/2025	1.00	\$147.86	\$296,755.02
2022 Mass Co-Term	CAL-SP-CQMSRVLPSPRV	Advanced Quality Management, Server License	4	7/1/2024	6/30/2025	1.00	\$3,191.25	\$12,765.00
2022 Mass Co-Term	CAL-SP-CQMBCRLPUSR	Call Recording, Audio Record, Search and Play Named, User License	215	7/1/2024	6/30/2025	1.00	\$69.14	\$14,865.10
2022 Mass Co-Term	CAL-SP-WFMSRVLPSPRV	Advanced Workforce Management, Server License (includes one ACD connector)	4	7/1/2024	6/30/2025	1.00	\$3,191.25	\$12,765.00
2022 Mass Co-Term	CAL-SP-WFMAWFLPUSR	WFM Scheduled Agents and Application User License	531	7/1/2024	6/30/2025	1.00	\$147.86	\$78,513.66
								\$418,134.86



DATE: 4/30/2024  
SHIP TO: 2024 State of Minnesota 1 Year Mass Co-Term Renewal  
VENDOR: Nuance

MAINT PRICE: \$78,517.89

TOTAL PRICE: \$78,517.89

LINE	PRODUCT#	DESCRIPTION	QTY	TERM START DATE	TERM END DATE	EXT. PRICE
<b>Renewal Pricing</b>						
2022 Mass Co-Term   90511	Recognition Port - Tier 1 (AKA Nuance ASR Maintenance and Support)	10020 - Nuance ASR Maintenance and Support - 24x7	20	7/1/2024	6/30/2025	\$1,783.07
2022 Mass Co-Term   2300010	RealSpeak Telecom License	12410 - Nuance Vocalizer Maintenance and Support - 24x7	30	7/1/2024	6/30/2025	\$3,475.78
2022 Mass Co-Term   2300011	Nuance Recognizer 9 License - Tier 3 (Closed grammars only, unlimited words)	11103 - Nuance Recognizer Maintenance and Support - 24x7	30	7/1/2024	6/30/2025	\$8,554.88
2022 Mass Co-Term   2300012	RealSpeak Telecom License	12410 - Nuance Vocalizer Maintenance and Support - 24x7	4	7/1/2024	6/30/2025	\$151.39
2022 Mass Co-Term   2300014	Nuance Recognizer 9 License - Tier 3 (Closed grammars only, unlimited words)	11103 - Nuance Recognizer Maintenance and Support - 24x7	4	7/1/2024	6/30/2025	\$1,140.65
2022 Mass Co-Term   3975640	Nuance Recognizer 9 License - Tier 2 (All built-in grammars, 2500 max words) (AKA Tier 2 Licenses 24x7x365 Support)	11103 - Nuance Recognizer Maintenance and Support - 24x7	20	7/1/2024	6/30/2025	\$2,138.71
2022 Mass Co-Term   3975641	Nuance Recognizer 9 License - Tier 2 (All built-in grammars, 2500 max words) (AKA Tier 1 Licenses 24x7x365 Support)	11103 - Nuance Recognizer Maintenance and Support - 24x7	100	7/1/2024	6/30/2025	\$19,604.76
2022 Mass Co-Term   3975642	Nuance Recognizer 9 License - Tier 2 (All built-in grammars, 2500 max words) (AKA Tier 1 Licenses 24x7x365 Support)	11103 - Nuance Recognizer Maintenance and Support - 24x7	120	7/1/2024	6/30/2025	\$11,762.86
2022 Mass Co-Term   6000780	Nuance Recognizer 10 License - Tier 3 (Closed grammars only, unlimited words) (AKA Production)	11103 - Nuance Recognizer Maintenance and Support - 24x7	48	7/1/2024	6/30/2025	\$16,425.23
2022 Mass Co-Term   6000781	Nuance Recognizer 10 License - Tier 3 (Closed grammars only, unlimited words) (AKA Standby)	11103 - Nuance Recognizer Maintenance and Support - 24x7	48	7/1/2024	6/30/2025	\$8,212.61
2022 Mass Co-Term   6000782	Vocalizer for Network 6 - Standard Voice (AKA Production)	12410 - Nuance Vocalizer Maintenance and Support - 24x7	12	7/1/2024	6/30/2025	\$2,181.48
2022 Mass Co-Term   6000783	Vocalizer for Network 6 - Standard Voice (AKA Standby)	12410 - Nuance Vocalizer Maintenance and Support - 24x7	12	7/1/2024	6/30/2025	\$1,090.74
2022 Mass Co-Term   6927104	Nuance Recognizer 10 License - Tier 3 (Closed grammars only, unlimited words) (AKA Lab - M&S)	11103 - Nuance Recognizer Maintenance and Support - 24x7	8	7/1/2024	6/30/2025	\$1,303.59
2022 Mass Co-Term   6927105	Vocalizer for Network 6 - Standard Voice (AKA Lab - M&S)	12410 - Nuance Vocalizer Maintenance and Support - 24x7	8	7/1/2024	6/30/2025	\$692.14
						<b>\$78,517.89</b>





**Cisco C9200 12pt Switch**

**Contract Number -** [REDACTED]

Quote # 020536

Version 2

Expiration Date: 12/13/2024

Prepared for:

**McLeod County**

[REDACTED]@mn.us

Hardware/Maintenance

Manufacturer Part Number	Product Description	Qty	List Each	% Off List	Price Each	Ext. Price
C9200CX-12P-2X2G-A	Cisco Catalyst 9200CX - Network Advantage - switch - compact - L3 - managed - 12 x 10/100/1000 (PoE+) + 2 x 1000Base-T + 2 x 10 Gigabit SFP+ (uplink) - rack-mountable - PoE+ (240 W)	1	\$2,677.32	44.00 %	\$1,499.30	\$1,499.30
*Estimated lead time is 12 days.						
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00	0.00%	\$0.00	\$0.00
C9200CX-NW-A-12	Cisco Network Advantage - License - 1 switch (12 ports)	1	\$0.00	0.00%	\$0.00	\$0.00
SCAT9200CXUK9-1712	Cisco Catalyst 9200CX XE 17.12 UNIVERSAL	1	\$0.00	0.00%	\$0.00	\$0.00
C9200CX-DNA-A-12	Cisco Digital Network Architecture Advantage - Term License - 1 switch (12 ports)	1	\$0.00	0.00%	\$0.00	\$0.00
C9200CX-DNAA12-3Y	C9200CX DNA ADVANTAGE 3Y	1	\$1,337.66	44.00 %	\$749.09	\$749.09
CAB-TA-NA	North America AC Type A Power Cable	1	\$0.00	0.00%	\$0.00	\$0.00
Manufacturer Warranty						
Service & Support:		Limited warranty - replacement - lifetime - response time: next business				
RACKMNT-19-CMPACT	ELA 19 IN RACKMOUNT FOR	1	\$88.72	0.00%	\$88.72	\$88.72

Subtotal: \$2,337.11

Shipping Estimate

Product Description	Qty	Price	Ext. Price
Estimated Shipping (Actual Shipping Fees will be Invoiced)	1	\$0.00	\$0.00

## Product Terms & Conditions

This quotation/confirmation of sale (the "**Sales Confirmation**") and the terms and conditions (the "**Terms**" and collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

**By executing this Sales Confirmation, below, Buyer is expressly acknowledging that it has reviewed, and accepts, the Terms which are found [HERE](http://www.xigentsolutions.com/terms) (www.xigentsolutions.com/terms). Such Terms are hereby incorporated as part of the Agreement by this reference. Buyer further expressly acknowledges that the signing party, below, is an authorized representative of Buyer's company with requisite authority to bind Buyer's company to the Agreement.**

The parties to this Agreement agree that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Minnesota Uniform Electronic Transactions Act (Minn. Stat. Ann. § 325L.01 et seq.) as amended from time to time.



# Cisco C9200 12pt Switch

**Prepared by:**

**Xigent Solutions, LLC**  
Fred Thomson  
763-398-6891  
fred.thomson@xigentsolutions.com

**Prepared for:**

**McLeod County**  
[Redacted]  
[Redacted] 55336  
[Redacted]  
[Redacted].mn.us

**Quote Information:**

**Quote #: 020536**  
Version: 2  
Delivery Date: 11/15/2024  
Expiration Date: 12/13/2024

## Quote Summary

Description	Amount
Hardware/Maintenance	\$2,337.11
Total:	\$2,337.11

The sales tax listed is only an estimate. We will assess the final applicable sales and local taxes on your actual Invoice

## McLeod County

Signature: \_\_\_\_\_  
Name: Matt Troska  
Date: \_\_\_\_\_

**Exhibit G  
Sample Work Order Contract**



**State of Minnesota  
Professional and Technical Services  
Work Order Contract**

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number \_\_\_\_\_, SWIFT Contract Number \_\_\_\_\_, and is subject to all provisions of the Master Contract which is incorporated by reference.

**Contract**

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**1. Term of Contract**

- 1.1 Effective date. \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin work.
- 1.2 Expiration date. \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, will: \_\_\_\_\_.

**3. Consideration and Payment**

- 3.1 Consideration. The State will pay for all services performed by the Contractor under this Work Order Contract as follows:
  - 3.1.1 Compensation. The Contract will be paid \_\_\_\_\_.
  - 3.1.2 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Work Order Contract will not exceed \$\_\_\_\_\_.
  - 3.1.3 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed \$\_\_\_\_\_.
- 3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and no more frequently than monthly.

**4. Project Managers**

The State's Work Order Authorized Representative is \_\_\_\_\_. The State's Work Order Authorized Representative will

certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is\_\_\_\_\_. If the Contractor's Project Manager changes at any time during this Work Order Contract, the Contractor must immediately notify the State.

**5. Diverse Spend Reporting.**

If the total value of this Work Order Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under this Work Order Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Work Order Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as this Work Order Contract is in effect.

**SIGNATURES AS REQUIRED BY THE STATE.**