



DATA COMMUNICATIONS PRODUCTS  
& SERVICES (2019-2026)  
Led by the State of **Utah**

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**Master Agreement #:** AR3227  
**Participating Addendum/Contract #:** CW77668

**Contractor:** CISCO SYSTEMS, INC.  
**Participating Entity:** DISTRICT OF COLUMBIA GOVERNMENT (DCG)

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

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

**Master Agreement Terms and Conditions:**

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

Pursuant to DC Official Code 2-354.11, the CPO may, and is encouraged to, participate in, sponsor, or administer cooperative purchasing agreements for the procurement of goods, services, or construction. Cooperative purchasing agreements entered into by the District government shall be in accordance with, to the extent practicable, all laws and rules of the District government with respect to contracting and shall be consistent with laws and rules of the United States government that apply specifically to the District.

Within the DCG, all DCG agencies, public educational entities (i.e. K-12 schools and Higher Education institutions) or any other political subdivision, are eligible purchasers and authorized to purchase Contractor's products and services under the terms of this Participating Addendum.

3. **Term of the Contract:** The term of this contract shall be one (1) year from the date of execution by the Contracting Officer.

#### 4. **Option to Extend the Term of the Contract**

4.1 The District may extend the term of this contract for a period of four (4), **one-year** option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

4.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

4.3 The price for the option period(s) shall be as specified in the Section 5 of the contract.

4.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

5. **Contracts in Excess of One Million Dollars:** It is estimated that the value of this contract will be \$20,000,000.00 NTE.

5.1 Any extension to the term of this contract in accordance with section 4, shall have an estimated value of \$20,000,000.00 NTE.

5.2 Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District and signed by the Contracting Officer.

6. **Indemnification:** The DCG shall not indemnify the Contractor and/or any affiliated party to this contract under this Participating Addendum or the Master Agreement.

7. **Invoice:** The District will make payments upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

7.1 The District will pay the invoice on or before the 30th day after receiving a proper invoice from the Contractor.

8. **Invoice Submittal:** The awarded reseller of each order placed under this contract shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

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8.1 The reseller shall submit payment requests in electronic format through the DC Vendor Portal [www.vendorportal.dc.gov](http://www.vendorportal.dc.gov) by selecting the applicable purchase order number which is listed on the Contractor's profile.

8.2 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

## 9. **The Quick Payment Act**

### 9.1 Interest Penalties to Contractors

9.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

9.1.1.1 The date on which payment is due under the terms of the contract;

9.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

9.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

9.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

9.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

9.1.2.1 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

9.1.2.2 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

9.1.2.3 15<sup>th</sup> day after any other required payment date.

9.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### 9.2 Payments to Subcontractors



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9.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

9.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

9.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

9.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

9.2.2.1 3rd day after the required payment date for meat or a meat product;

9.2.2.2 5th day after the required payment date for an agricultural commodity; or

9.2.2.3 15th day after any other required payment date.

9.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

9.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

9.3 **Subcontract Requirements:** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

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



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**Contractor:**

Name:	Gigi Feril
Address:	170 West Tasman Dr. San Jose, CA 95134
Telephone:	(408) 424-0712
Fax:	(408) 608-1802
Email:	<a href="mailto:nvp-help@cisco.com">nvp-help@cisco.com</a>

**Participating Entity:**

<b>Name:</b>	Chris Yi
<b>Address:</b>	200 I Street., SE, Washington, DC 20003
<b>Telephone:</b>	202-724-5069
<b>Fax:</b>	-----
<b>Email:</b>	<a href="mailto:Chris.yi@dc.gov">Chris.yi@dc.gov</a>

11. **Participating Entity Modification or Additions to the Master Agreement:** These modifications or additions apply only to actions and relationships within the Participating Entity.  
Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

12. **Lease Agreements and Alternative Financing Methods:**

Reserved

13. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of **Utah**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to Purchasing Entities in the NASPO ValuePoint Master Agreement. The contractor's Fulfillment Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Utah, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to Participating Entities, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating



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Addendum. Contractor may designate a minimum or maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add Fulfillment Partners. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon ten (10) business days advance written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the Fulfillment Partner would violate any state or federal law or regulation.]

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

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

- 14.1 Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.
- 14.2 Any order placed by a Participating Entity or Purchasing Entity for a product and/or service under this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. *For clarity, sales of Contractor's product or services by Contractor or an authorized reseller made under a separate contract, where the applicable quoting or ordering documents reference that separate contract, are not deemed to be sales under this Master Agreement.*

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

16. **Notices:** Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage

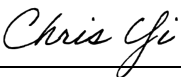



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prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 3 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served. Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

17. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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

<b>Participating Entity:</b> District of Columbia Government	<b>Contractor:</b>
<b>Signature:</b> 	<b>Signature:</b> 
<b>Name:</b> Chris Yi	<b>Name:</b> Jenn Pate
<b>Title:</b> Contracting Officer	<b>Title:</b> Authorized Signatory
<b>Date:</b> 6-8-2020	<b>Date:</b> March 12, 2020

**APPROVED BY LEGAL**