




FLORIDA A&M UNIVERSITY
DIVISION OF LEGAL AFFAIRS
OFFICE OF THE GENERAL COUNSEL

TRANSMITTAL

Date: September 23, 2021
To: Mattie Hood – Director of Procurement
From: David C. Self, II 
Associate General Counsel
Re: **Cisco Systems** Contract #C-0127-22

Action:

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Please correct and return to me.
Per your request.
For your information.
Please reply at your earliest convenience.
Please advise.
Please take appropriate action.

Comments:

DCS/cc

Enclosure

Cisco Systems, Inc. Agreement

Data Communications Products and Services between Cisco Systems, Inc. (Alternate Contract Source No. 43220000-NASPO-19-ACS/DMS), and the Florida Agricultural and Mechanical University Board of Trustees.

FAMU finds it necessary and desirable to enter into such a contract ("Piggyback Contract") on August 23, 2021 (Effective Date) by and between Cisco Systems, Inc. located at 170 West Tasman Drive, San Jose, CA 95134 ("Supplier") and Florida Agricultural and Mechanical University Board of Trustees, with an office at 1601 S. Martin L. King Jr. Blvd, Tallahassee, FL 32307 ("University").

WHEREAS, Supplier is an authorized seller of Data Communications Products and Services pursuant to the terms of the Department of Management Services, Alternate Contract Source Agreement - No. 43220000-NASPO-19-ACS/and between Cisco Systems, Inc.; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree is as follows:

1. **Term.** The term of this Piggyback Contract shall begin on its Effective Date and its term shall be concurrent with the term of the Alternate Contract Source Agreement unless otherwise terminated as provided herein. University reserves the right to suspend indefinitely or terminate this Agreement and Services to be rendered by the Supplier without cause upon thirty (30) days' prior written notice.
2. **Pricing:** Pricing for products and services sold under the Piggyback Contract shall be as set forth in Exhibit A, attached hereto. The pricing of this Agreement shall not exceed \$3,000,000, and current budget authorizations as approved by the Florida A&M University Board of Trustees. For the period starting the date of the signed purchase order and ending September 30, 2024 with FAMU reserving the option to renew this contract, subject to availability of appropriated funds in each fiscal year, and satisfactory performance evaluation as determined by FAMU.
3. **Terms and Conditions:** The terms and conditions of the Alternate Contract Source Agreement are hereby adopted as the terms and conditions of this Agreement, provided that the purpose of this Agreement shall be for "Data Communications Products and Services." CONTRACTOR shall be Cisco Systems, Inc.
4. **State University:** Florida A&M University is a constituent member of the State University System of Florida established under the Constitution of Florida administered by The Florida A&M University Board of Trustees, a public body corporate. Any provisions contained in the Agreement in conflict with the laws, statutes and regulation of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.

C-0127-22

In WITNESS WHEREOF, the parties have executed and delivered this Agreement as a document under seal as of the Effective Date.

Cisco Systems, Inc.

By: 
(Authorized signature)

Jenn Pate
Printed Name
Authorized Signatory

Title: _____

Date: October 21, 2021

FAMU Board of Trustees

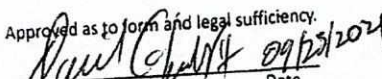
By: 
(Authorized Signature)

Dr. Larry Robinson
Printed Name

Title: President

Date: 11/1/2021

APPROVED BY LEGAL

Approved as to form and legal sufficiency:

Associate General Counsel Date
Florida A&M University