



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

Master Agreement #: AR3227

Participating Addendum #: 21294

Contractor: CISCO SYSTEMS, INC.

Participating Entity: STATE OF IOWA

The following products or services, which are all of Contractor's awarded categories under the NASPO ValuePoint Master Agreement, are included in this contract portfolio:

- **UNIFIED COMMUNICATIONS (UC)**
- **NETWORKING**
- **ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE**
- **WIRELESS**
- **FACILITY MANAGEMENT, MONITORING, AND CONTROL**
- **MAINTENANCE SERVICES**
- **PROFESSIONAL SERVICES**
- **FULLFILLMENT PARTNER'S SERVICES**
- **TRAINING**

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 state agencies and other entities located in the Participating State 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 and Participating Addendum may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Gigi Feril
Address:	170 West Tasman Dr. San Jose, CA 95134
Telephone:	(408) 424-0712
Fax:	(408) 608-1802
Email:	nvp-help@cisco.com



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Participating Entity

Name:	Kelli Sizenbach
Address:	1305 E Walnut, 3 rd Fl, Des Moines, IA 50319
Telephone:	515-725-2275
Email:	Kelli.sizenbach@iowa.gov

4. Participating Entity Modifications 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.

- A. A Participating Entity can ensure that software subscriptions do not automatically renew by using the process set forth in the Master Agreement Exhibit 1 Section 5.b.
- B. Late Payments: Notwithstanding the Master Agreement Section 17 (Payment), in accord with Iowa Code 8A.514, no interest or late payment charges accrued until a payment is sixty (60) days past due. After sixty (60) days, Contractor may assess overdue account charges of one percent per month on the outstanding balance, unless a different maximum amount is prescribed by applicable law.
- C. Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.
- D. Discounts: The Contractor's stated prices on the Contractor's approved State of Iowa NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement and by Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.



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- E. **Affirmative Action:** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
- F. **Administrative Fees:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa- CAS/Central Procurement Enterprise
Attention: DAS-CPE COO
1305 E. Walnut St.
Des Moines, IA50319

Schedule:

Quarter Ending	Report Due	Admin Fee Due
March 31	May 30	June 14
June 30	August 30	September 14
September 30	November 30	December 14
December 31	February 28	March 14

5. **Order of Precedence:**
- a) A Participating Entity's Participating Addendum;
 - b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
 - c) An Order issued against the Master Agreement;
 - d) The Solicitation, RFP JP14001 Data Communications Equipment and Services;



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- e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
6. Lease Agreements: State of Iowa agencies may only participate in a straight lease. State of Iowa agencies may not participate in alternative financing methods unless written approval has been granted by the proper State of Iowa authority. Other entities authorized to use statewide contracts in the State of Iowa, who are also separately authorized to enter into alternative financing arrangements, may participate in lease agreements and alternative financing methods based on the Master Agreement. The terms and conditions of the lease agreements or alternative financing arrangements will be set forth between the purchasing entity and the financing entity.
7. Subcontractors: All contractors, dealers, and resellers authorized in the State of Iowa to be Contractor's Fulfillment Partners, as shown on the dedicated Contractor (cooperative contract) website, must be approved by the State of Iowa in order to accept sales orders from 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.
8. 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.

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.

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.



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9. 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.
10. Notices: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth 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.
11. Entire Agreement: This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.



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

Participating Entity: State of Iowa	Contractor: Cisco Systems, Inc.
Signature: <i>Kelli Sizenbach</i>	Signature: <i>Jenn Pate</i>
Name: Kelli Sizenbach	Name: Jenn Pate
Title: Purchasing Agent	Title: Authorized Signatory
Date: April 1, 2021	Date: March 29, 2021

APPROVED BY LEGAL