



**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3227

Participating Addendum #: AR3227-MO

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF MISSOURI**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Data Communication Products and Services contract, led by the State of Utah, within the scope of the NASPO ValuePoint Master Agreement and shall apply only to political subdivisions (including cities, counties, municipalities, K12 and Higher Ed institutions) located in the Participating State and authorized by the State of Missouri. Agencies governed by Chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing for the State of Missouri.
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) and universities authorized by the State of Missouri's statutes to use state contracts are subject to the approval of the Director of the Division of Purchasing for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing for the State of Missouri.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Mimi Farr
Address:	170 West Tasman Dr. San Jose, CA 95134
Telephone:	(408) 527-2627
Fax:	(408) 608-1802
Email:	nvp-help@cisco.com



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Participating Entity

Name:	Christopher Lozuaway
Address:	301 W. High St., P.O. Box 809 Jefferson City, MO 65102
Telephone:	573-751-1567
Fax:	573-526-9816
Email:	Christopher.Lozuaway@oa.mo.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) Missouri Statewide Contract Quarterly Administrative Fee:

- i. Contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by Contractor and/or its Fulfillment Partners for all products and services provided under this Participating Addendum. Payment of the one percent (1%) administrative fee shall be non-negotiable.
- ii. Contractor shall pay the administrative fee by the 45th day after the end of each calendar quarter (i.e. May 15, August 14, November 14, and February 14). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below.
- iii. Payments shall be made using one of the following acceptable payment methods:
 - Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson

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City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- iv. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

b) Missouri Statewide Contract Quarterly Administrative Fee Report:

- i. The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.
- ii. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report by the 45th day after the end of each calendar quarter (i.e. May 15, August 14, November 14, and February 14) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- iii. The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:
 - Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

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OR

Division of Purchasing,

301 West High Street, Room 630, Jefferson City, MO 65101-1517

- Fax: (573) 526-9815
 - Email: ereports@oa.mo.gov
- iv. The Contractor shall agree that the Division of Purchasing reserves the right to request modifications of the format, content and due dates of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the Contractor. In the event that Division of Purchasing wishes to change the format, contents and/or due dates of the Missouri Statewide Contract Quarterly Administrative Fee, Division of Purchasing shall provide written notice of its desire for the modification(s) and shall work with Contractor to develop the agreed upon changes. Both parties shall formalize the changes via an amendment to this Participating Addendum.

c. Missouri Statewide Contract Quarterly Usage Report:

- i. The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.



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Data Element	Description
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- ii. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report by the 30th day after the end of each calendar quarter (i.e. April 30, July 30, October 30, January 30) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- iii. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

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- iv. The Contractor shall agree that the Division of Purchasing reserves the right to request modifications of the format, content and due dates of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the Contractor. In the event that Division of Purchasing wishes to change the format, contents and/or due dates of the Missouri Statewide Contract Quarterly Administrative Fee, Division of Purchasing shall provide written notice of its desire for the modification(s) and shall work with Contractor to develop the agreed upon changes. Both parties shall formalize the changes via an amendment to this Participating Addendum.
-  September 21, 2020
5. Lease Agreements: Pursuant to Section ~~22~~ 45 [Revised by CL OA-Purchasing 9/16/20 and XX Cisco 9/XX/20] of the Master Agreement, political subdivisions and universities are allowed to separately negotiate and enter into capital lease financing arrangement with either Cisco Capital or its designated and/or approved financing partner. Agencies governed by Chapter 34 RSMo are specifically prohibited from negotiating and entering into a capital lease financing arrangement with Cisco Capital or its designated and/or approved financing partner, unless specifically authorized by the Director of the Division of Purchasing for the State of Missouri.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Cisco Systems, Inc. (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. Cisco Systems, Inc. dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: The Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum.
- i. 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.
- ii. 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.



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- iii. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. 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.
8. 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.
9. 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.
10. 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.
11. For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.

NASPO ValuePoint
PARTICIPATING ADDENDUM



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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 Missouri	Contractor:
Signature: 	Signature: 
Name: Karen Boeger	Name: Jenn Pate
Title: Director, Division of Purchasing	Title: Authorized Signatory
Date: 9-9-2020	Date: August 26, 2020

APPROVED BY LEGAL



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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Cisco Systems, Inc. is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Total of 19,815 sq. ft sales office space, with 199 employees (no subcontractors): 1) Chesterfield - 16401 Swingley Ridge Rd, Suite 400, Chesterfield, Missouri 63017 2) Clayton (recent acquisition) - 230 S. Bemiston Ave, Suite 420, Clayton, Missouri 63105

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number

Data Communications: Unified Communications; Networking; Routers, Switches, Security, and Storage Networking; Wireless; Facility Management, Monitoring, and Control **Value Added Services:** Maintenance Services; Professional Services; Partner Services; Training

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Sales and Use Tax Payments for Calendar Year 2019 \$283,445.10

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

World Wide Technology (MBE)

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

None

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

None