

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

Government of District of Columbia  
District Contract #: CW30750  
(hereinafter "Participating State/Entity" or the "District")

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1. Scope: Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR233 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

"Authorized Purchasers" under this Participating Addendum shall mean any Contracting Officer or government representative with purchasing authority for the District who is authorized to place purchase orders under this contract.

3. Order of Precedence. Section 1 of Attachment A of the Master Agreement shall be replaced with the following:

In the event of any conflict between the terms of this Participating Addendum and the Master Agreement, the following descending order of precedence shall apply:

3.1 The terms and conditions in this Participating Addendum that are required under the District of Columbia Federal Law, Constitution of the United States of America, and District of Columbia Statute that are required and applicable to the performance under this Participating Addendum, including those referred to in this Participating Addendum.

3.2 The remaining terms and conditions in this Participating Addendum.

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3.3 The Master Agreement, including all attachments in the order set forth in the Master Agreement. For purposes of clarification, the Master Agreement and this Participating Addendum shall govern the performance of the parties.

**4. Term of the Contract**

4.1 The term of this Participating Addendum shall begin on January 1, 2015 through December 31, 2015.

4.2 The District may extend the term of this contract for a period of four (4) one-year option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a 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.

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

4.4 The discount level for the option period shall be as specified in the contract AR233 attachment C.

4.5 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, as long as the contract AR233 is not expired.

4.6 The Participating Entity/State shall not permit the terms of service to automatically renew, as described in Section 7(a) of Exhibit 2 to Attachment A of the Master Agreement.

4.7 Contracts that Cross Fiscal Years: Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

4.8 Contracts in Excess of One Million Dollars: It is estimated that the value of this contract will be



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\$13,000,000.00. 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.

5. Debarment. Section 6 of Attachment A of the Master Agreement is revised to add the following:

The Contractor certifies that prior to on-boarding proposed Fulfillment Partners, Contractor conducts detailed due diligence on the responsibility of such proposed Fulfillment Partners. Based on such diligence and representations from the Fulfillment Partners to Contractor, Contractor confirms that to its knowledge, the Fulfillment Partners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, Contractor will provide a written explanation for review by the Participating Entity/State. The contractor will conduct due diligence as noted above prior to each renewal of the contract.

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

7. Attorney's Fees. Section 23 of Attachment A of the Master Agreement shall be deleted.

8. The Quick Payment Act:

8.1 Interest Penalties to Contractors

8.1.1 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., 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 1% 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:

- (a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- (b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- (c) the 15<sup>th</sup> day after the required payment date for any other item.

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8.2.2 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.

**8.2 Payments to Subcontractors**

8.2.1 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 this contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- (b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

8.2.2 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 1% 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:

- (a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- (b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- (c) the 15<sup>th</sup> day after the required payment date for any other item.

8.2.3 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 to the subcontractor and thereafter interest penalties shall accrue on the added amount.

8.2.4 A dispute between 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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**8.3 Subcontract requirements**

The Contractor shall include in each subcontract under this contract a provision requiring the



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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).

9. Invoice Payment: The first paragraph of Section 22 of Attachment A of the Master Agreement is replaced with the following statements:

9.1 The District will make payments to the Fulfillment Partner 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. Payments may be made via a State or political subdivision "Purchasing Card" to Fulfillment Partners under this contract.

9.2 The District will pay the Fulfillment Partner on or before the 30<sup>th</sup> day after receiving a proper invoice from the Fulfillment Partner.

9.3 To constitute a proper invoice, Fulfillment Partner shall submit the following information on the invoice:

- (1) Fulfillment Partner's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- (2) Contract number and invoice number;
- (3) Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- (4) Other supporting documentation or information, as required by the Contracting Officer;
- (5) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (6) Name, title, phone number of person preparing the invoice;
- (7) Name, title, phone number and mailing address of person (if different from the person identified in 5.3(6) above) to be notified in the event of a defective invoice; and
- (8) Authorized signature.

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

Contractor

Name	Ms. Mimi Nguyen
Address	170 West Tasman Dr., San Jose, CA 95134
Telephone	(408) 527-2627 or (650) 228-8748
Fax	(408) 608-1802
E-mail	mimnguye@cisco.com

Participating Entity

Name	Mr. Chris Yi
Address	200 I Street, SE, R5410, Washington, DC 20003
Telephone	(202) 724-5069
Fax	(202) 727-0245
E-mail	chris.yi@dc.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*.

11. Subcontractors:

11.1 The Contractor has the right to utilize Fulfillment Partners, including Value Added Resellers (VARs) and or distributors and dealers (hereafter "Resellers" or "Fulfillment Partners") as fulfillment agents under this Participating Addendum, 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 Participating Addendum and Master Agreement.

11.2 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 Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation. The Participating



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State/Entity may request a removal of any Reseller for cause, including vendor responsibility reasons.

11.3 The name, address and approved contact number for the Contractor's approved Resellers shall be separately set forth at the Contractor's website, as amended by the Contractor during the term of this Participating Addendum, including any applicable technical certifications or general limitations or the Contractor qualifying criteria as applicable.

11.4 Notwithstanding any provision of the Master Agreement or the Participating Addendum, Fulfillment Partners and Resellers shall be considered subcontractors to the Contractor.

12. Orders: 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.

Purchasers utilizing this Participating Addendum may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor 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.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

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13. Product & Services Offering: The full suite of product and service offerings available under the Master Agreement may be procured under this Participating Addendum.

14. Performance Guarantee:

14.1 All equipment supplied to the District is provided with the manufacturer's standard ninety (90) day warranty, as stated under the Master Agreement. In the event that a warranty defect occurs during the ninety (90) day warranty period, warranty hardware replacement may consist of refurbished parts. In addition to the Return Material Authorization (RMA) provided for under the Master Agreement, the District has the right to, in the alternative, request a new hardware replacement by using the following process:

1. Initiate an online "TAC Service Request" in accordance with Contractor's on-line web case creation RMA tool;
2. Call Contractor TAC or include a note in the "TAC Service Request" online indicating that the District is placing a "Product RMA" for new equipment; and
3. Include the following language: "Service Level: Mfg New - 3rd Bus Day NON BILLABLE."

14.2 The District acknowledges that any new, in-kind warranty replacement is subject to Contractor's then applicable standard manufacturing delivery lead times.

14.3 All equipment supplied to the District and operated by electric current is Underwriters Laboratories, Inc. (UL) listed where applicable to Cisco products.

14.4 All equipment supplied to the District and operated by electric current is Restriction of certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Directive 2002/95/EC where applicable to Cisco products.

14.5 All services rendered to the District shall be performed in accordance with the specifications stated in the Master Agreement.



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**15. Disputes:**

(a) All disputes arising under or relating to this contract shall be resolved as provided herein.

(b) Claims by a Contractor against the District:

Claim, as used in paragraph (b) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer ("CO") for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;

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- (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a Contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (7) Liability under paragraph (b)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (8) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (c) Claims by the District against a Contractor:



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Claim as used in paragraph (c) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

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- (5) The authority contained in this paragraph (c) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (7) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences and administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (8) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

16. Insurance: Section 15 of the Master Agreement shall be deleted in its entirety and replaced with the following:

16.1 General Requirements. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencement of work. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation/Employer's Liability and Professional Liability, if applicable) shall include the District as an additional insured with respect to work or services performed under the Contract and only for liabilities falling within Contractor's indemnity obligations under this contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia (excluding Workers' Compensation/Employer's Liability and Professional Liability) but only for liabilities falling within Contractor's indemnity obligations under this contract. In no



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event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished.

a. Certificate of Insurance Requirement

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

b. Commercial General Liability Insurance

The Contractor shall provide evidence that it carries \$1,000,000 limits per occurrence; \$2,000,000 annual aggregate; inclusive of \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured, but only for liabilities falling within Contractor's indemnity obligations under this contract.

c. Commercial General Liability Insurance

If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

d. Workers' Compensation Insurance

- I. Workers' Compensation Insurance. The Contractor shall provide evidence that it carries Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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- II. Employer's Liability Insurance. The Contractor shall provide evidence that it carries employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

e. Umbrella or Excess Liability Insurance

The Contractor shall provide evidence that it carries umbrella or excess liability insurance as follows: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, with the District of Columbia included as an additional insured, but only for liabilities falling within Contractor's indemnity obligations under this contract.

f. Professional Liability Insurance (Errors & Omissions)

The Contractor shall provide evidence that it carries Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the Contractor's performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000 per claim and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for six (6) years following the District's final acceptance of the work.

16.2 Duration. The Contractor shall carry all insurance until all contract work is accepted by the District. In the event that any of the required insurance is cancelled or nonrenewed, such insurance will be replaced so that no lapse in coverage occurs, and Contractor shall provide the District with a revised Certificate of Insurance evidencing same. In addition, Contractor shall provide thirty (30) days prior written notice to the Contracting Officer of any cancellation or nonrenewal of such insurance, or any change in the insurance that makes such insurance no longer in compliance with these requirements.

16.3 Contractor's Property. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.



**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Cisco Systems, Inc.  
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

Government of District of Columbia  
District Contract #: CW30750  
(hereinafter "Participating State/Entity" or the "District")

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16.4 Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

17. 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 5 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.

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT**  
Cisco Systems, Inc.  
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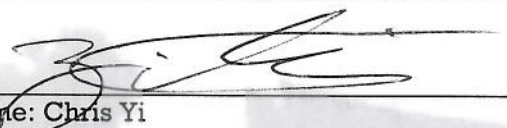
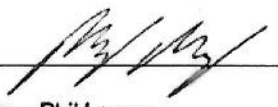
Master Agreement No: AR233

And

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District Contract #: CW30750  
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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State: District of Columbia	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: Chris Yi	Name: Phil Lozano
Title: Contracting Officer	Title: Director, Finance
Date: 12-31-2014	Date: December 10, 2014

[Additional signatures as required by Participating State]

**APPROVED BY LEGAL**

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

**[Please email fully executed PDF copy of this document to**  
**PA@wsca-naspo.org to support documentation of participation and**  
**posting in appropriate data bases]**