



CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Department of Administrative Services
Contractor's Full Legal Name:	Cisco Systems, Inc.
Contract No.:	99999-SPD-T20120501-0006
Solicitation Title/Event Name:	Networking Equipment and IT Infrastructure Products/99999-SPD0000071
Contract Award Date:	June 21, 2012
Current Contract Term:	July 1, 2016 - December 31, 2017
Amendment No.:	06

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to allow for the implementation of e-Payables solution to facilitate electronic payment by DOAS and Authorized Users to the Contractor, and to revise the reporting requirements of the Contract. Additionally, the parties desire to amend the contract to incorporate language to address a newly enacted law,

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- IMPLEMENTATION OF REQUIREMENTS OF SENATE BILL 327 (passed during 2016 Georgia Legislative Session):** The Contract is amended to include the following new certification: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
- IMPLEMENTATION OF E-PAYABLES SOLUTION:** DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase

necessary supplies. Pursuant to Section 3.4 of the Solicitation identified above, Contractor does not impose a fee on either DOAS or any Authorized User for the use of the PCard pursuant to the

statewide contract awarded pursuant to the RFP. DOAS has entered into a Contract with its P-Card provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Contractor.

The Contractor agrees to accept payment via e-Payables and shall impose no fee on either DOAS or any Authorized User for the use of e-Payables pursuant to this Statewide Contract. All purchases made by Authorized Users representatives utilizing State of Georgia e-Payables shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

The Contractor shall keep the State of Georgia e-Payables numbers confidential and shall not disclose the State of Georgia e-Payables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia e-Payables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia e-Payables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for e-Payables in resolving any issues or disputes.

3. **REVISION OF REPORTING REQUIREMENTS:** Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. Section 3.5 (a) of the RFX, which is incorporated in the State of Georgia Statewide Contract document, contains due dates for both quarterly sales report and administrative fees. Section 3.5 (a) of the RFX document is also referenced by in the State of Georgia Statewide Contract Attachment 1 Contract Terms and Conditions for Software, Products, and Ancillary Services, Section A.4 "Reporting Requirements". The parties desire to amend the reporting requirements as follows:

- A. Delete the language "The Fees and the Quarterly Sales Report must be received by DOAS on or before the Supplier's Payment Due Date as defined in the table below" and replace with the following language:

"The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:"

- B. Delete the table referenced in 3.5 (a), and replace with the following table:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Supplier's Quarterly Sales Report Due Date</i>	<i>Supplier's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 20th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 20th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 20th</u></i>	<i><u>August 15th</u></i>
			<i>30 DAYS FOLLOWING TERMINATION OF SWC</i>


C. Delete the language “At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report. In the event, no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating no sales have occurred. No later than the date identified above as the “Supplier’s Payment Due Date” for each fiscal quarter, Supplier shall remit a payment of fees to DOAS through one of the following methods” and replace with the following language:

“At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace, including the Supplier’s most up-to-date Invoice Contact Name (Billing Contact), Supplier Billing Address, and Supplier Billing E-Mail. In the event, that no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Supplier Portal of Team Georgia Marketplace. No later than the date identified above as the “Supplier’s Payment Due Date” for each fiscal quarter, the Supplier shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through one of the following methods”

- 4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CISCO SYSTEMS INC
Authorized Signature:	
Printed Name and Title of Person Signing:	Brian Dulac Director, Finance
Date:	May 25, 2017
Company Address:	170 West Tasman Drive, San Jose, CA 95134
Invoice Contact Name (Supplier's Billing Contact)	
Supplier's Billing Address	
Supplier's Billing E-Mail	

APPROVED BY LEGAL

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason, Deputy Commissioner - SPD
Date:	
Company Address:	200 Piedmont Avenue West Tower, 1308 Atlanta, Georgia 30334