



**AMENDMENT NO.: 3**

Contract No.: 43220000-WSCA-14-ACS

Contract Name: Data Communication Products & Services

**This Amendment No. 3** ("Amendment"), effective upon the date of the last signature below, to Alternate Contract Source No. 43220000-WSCA-14-ACS, Data Communication Products & Services ("Participating Addendum"), is entered into between the State of Florida (State), Department of Management Services ("Department"), and Cisco Systems Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum, unless otherwise defined herein.

**WHEREAS**, the Department entered into the Participating Addendum with the Contractor for the provision of data communication products and services, effective September 17, 2014 (despite an inadvertent reference to an effective date of July 15, 2015, in Amendment No. 2 to the Participating Addendum);

**WHEREAS**, the Parties agreed that the Participating Addendum may be amended by mutual agreement as provided in section 42, Modification of Terms, of Exhibit C, PUR 1000, to the Participating Addendum; and

**WHEREAS**, the Master Agreement was amended to extend the term through May 31, 2021, and the Parties wish to amend the term of the Participating Addendum in accordance with the Master Agreement through May 31, 2021, and to include current statutorily-required provisions.

**THEREFORE**, in consideration of the mutual promises contained below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Amendment.** The Participating Addendum is hereby amended as follows:

A. Subsection 3.B.3.d. is replaced in its entirety with the following language:

Term: The Participating Addendum will expire on May 31, 2021, unless terminated earlier by the Department or extended in accordance with the Master Agreement.

B. Subsection 3.B.3.c. is replaced in its entirety with the following language:

c.1. Discriminatory Vendors: In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Participating Addendum. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Participating Addendum.

c.2. Cooperation with Inspector General and Records Retention. Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request



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of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Participating Addendum. The Contractor will retain such records for the longer of five (5) years after the expiration of the Participating Addendum or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Participating Addendum.

c.3. Cooperation with Customer. The Contractor agrees to cooperate with the Department and Customers and perform all actions necessary to assist with all tasks in furtherance of the Department's and Customer's efforts to comply with the obligations under Titles 60FF and 60GG of the Florida Administrative Code (F.A.C.), as applicable. This includes, but is not limited to, adherence to the cloud computing requirements set forth in Chapter 60GG-4, F.A.C.

C. Subsection 3.B.3.j. is amended to incorporate the following supplemental language:

**(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

II. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Participating Addendum, the terms of this Amendment shall control.




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**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Participating Addendum shall continue in full force and effect.

**State of Florida:**  
**Department of Management Services**

By:  \_\_\_\_\_  
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**Name:** Jonathan R. Satter  
**Title:** Secretary  
**Date:** 5/29/2020 | 10:48 AM EDT

**Contractor:**  
**Cisco Systems Inc.**

By:  \_\_\_\_\_

**Name:** Jenn Pate  
**Title:** Authorized Signatory  
**Date:** May 28, 2020

**APPROVED BY LEGAL**