

**OPTION LETTER**

Date:	Original Contract CMS #: 37076	Option Letter # 2	CMS Routing # 82177
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**1) OPTIONS**


Option to renew only *(for an additional term)*

**2) REQUIRED PROVISIONS**

a. In accordance with Section 5.C of the Original Contract routing number 37076 between the State of Colorado, Governor's Office of Information Technology, and **DISYS Solutions, Inc.**, the State hereby exercises its option for an additional term beginning October 1, 2015 and ending on September 30, 2016 at a cost/price specified in Section 7.

**3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller.

**STATE OF COLORADO**  
**John W. Hickenlooper, GOVERNOR**  
**Governor's Office of Information Technology**  
Suma Nallapati, Secretary of Technology and State Chief Information Officer

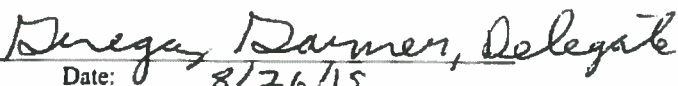
By:   
 Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer  
 Steven Sizemore, OIT Contracts Director

Date: 7/16/15

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By:   
Date: 8/26/15



## CONTRACT AMENDMENT

<b>Amendment #1</b>	<b>Original Contract CMS (CLIN) # 37076</b>	<b>Amendment CMS # 82765</b>
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**1) PARTIES**

This Amendment to the above-referenced Original Contract (the "Contract") is entered into by and between **DISYS Solutions, Inc.** ("Contractor"), and the STATE OF COLORADO (the "State") acting by and through the Governor's Office of Information Technology ("OIT").

**2) EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3) FACTUAL RECITALS**

The Parties entered into the Contract to create an enterprise agreement for State agencies to purchase Cisco products and related installation, configuration, consulting, and training services.

**4) CONSIDERATION**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

**5) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6) MODIFICATIONS.**

The Contract and all prior amendments thereto, if any, are modified as follows:

- a. **§8 of the Contract is hereby amended by the addition of the following subsection G:**

**G. Performance outside the State of Colorado and/or the United States**

*[Not applicable if Contract Funds include any federal funds]* Following the Effective Date, Contractor shall provide written notice to the State, in accordance with §16, within twenty (20) days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.G shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this §8.G shall constitute a material breach of this Contract.

**7) START DATE**

This Amendment shall take effect on its Effective Date.

**8) ORDER OF PRECEDENCE**

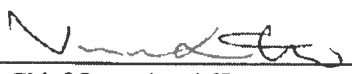

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

**9) AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

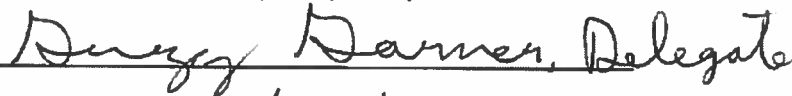
**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<b>CONTRACTOR</b> <b>DISYS Solutions, Inc.</b>	<b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> <b>Governor's Office of Information Technology</b>
Vinu Luthra, Chief Operating Officer	Suma Nallapati, Secretary of Technology and State Chief Information Officer
By: <u></u> Vinu Luthra, Chief Operating Officer	By: <u></u> <input type="checkbox"/> Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer <input checked="" type="checkbox"/> Steven Sizemore, OIT Contracts Director
Date: <u>August 3, 2015</u>	Date: <u>8/11/15</u>

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>
By: <u></u> Date: <u>8/26/15</u>

**FORM OF CONTRACTOR NOTIFICATION STATEMENT**

**State of Colorado  
Contract Management Information  
Contractor Notification Statement  
Colorado Revised Statutes § 24-102-206(1)(b)**

**Notification pursuant to "Keep Jobs in Colorado Act of 2013"**

This Notification Statement is NOT required for (1) contracts under Medicare, the "Colorado Medical Assistance Act," Articles 4 to 6 of Title 25.5, CRS, the "Children's Basic Health Plan Act," Article 8 of Title 25.5, CRS, or the "Colorado Indigent Care Program," Part I of Article 3 of Title 25.5, CRS; or (2) contracts that receive federal funds.

RE: Contract CMS #: 37076 (the "Contract")  
Contractor Name: DISYS Solutions, Inc. (DSI)  
Date of Notice: August 3, 2015

Section 8(C) of the Contract states:

**Performance outside the State of Colorado and/or the United States**

*[Not applicable if Contract Funds include any federal funds]* Following the Effective Date, Contractor shall provide written notice to the State, in accordance with §16 and in form substantially equivalent to Exhibit C, within twenty (20) days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this §8.C shall constitute a material breach of this Contract.

Pursuant to CRS § 24-102-206(1)(b), this Contractor Notification Statement shall serve as written notice to the State of Colorado (the "State") Department of Personnel & Administration that the Contractor listed below anticipates services under the above-referenced Contract or any subcontract services may be performed outside the United States or the State during the term of the Contract. Services to be performed outside the United States or the State include:

DSI, dedicated Sales Leader, Inside Sales Representative and Engineering team, headquartered in Chantilly, Virginia, provide sales and configuration support via phone and email. As a Gold Certified Cisco "Value Added Reseller" (VAR), additional support options may be provided by Cisco's world-wide Technical Assistance Centers. Any on-site support requirements will be performed within the State of Colorado.

Performance of such services outside the United States or the State is necessary or advantageous to the State for the following reasons:

Proves quick resolution of procurement and configuration questions and/ or issues

Provides quick resolution of technical questions or issues

Contractor Company Name: DISYS Solutions, Inc. (DSI)

Representative Signature: 

Print Representative Name and Title: Vinu Luthra, Chief Operating Officer

