

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B4300124
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Cisco Systems, Inc. 170 West Tasman Drive San Jose, CA 95314	Gigi Feril	aferil@cisco.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(408) 424-0712	


STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Jack Harris	517-241-7565	
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Cisco Customer Premises Equipment (CPE) – MiDEAL & Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2014	May 31, 2019		May 31, 2019
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$1.00		
Effective April 20, 2015, the MiDeal WSCA-NASPO PA insurance language is updated. All other terms and conditions remain the same. Per DTMB Procurement.				

Change Notice Number: 2
Contract Number: 071B4300124

For the Contractor:

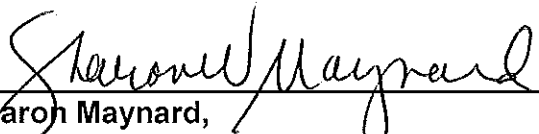


Brian Fukuhara ,
Vice President, Finance
Cisco Systems, Inc.

May 15, 2015
Date

APPROVED BY LEGAL

For the State:



Sharon Maynard,
Sourcing Director, DTMB Procurement
State of Michigan

6/25/15
Date

4. INSURANCE

4.1 Coverage

Contractor shall purchase and maintain insurance at Contractor's expense for at least the following types and amounts of insurance coverage, which amounts shall be not less than any limits set forth in this Section 4.1 or required by law, whichever is greater:

(a) **Commercial General Liability Insurance** (including premises/operations liability, independent contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability and extended bodily injury and death coverage) in a minimum amount of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.

(b) **Workers Compensation Insurance** (including workers' disability compensation, disability benefit and other similar employee benefits) covering Contractor's employees in an amount not less than the limits required by law and Employers Liability Insurance covering Contractor's employees in an amount not less than \$500,000 per occurrence. A non-resident Subcontractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State, Contractor and its Subcontractors shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee. The Workers Compensation policy must include a waiver of subrogation, except where a waiver is prohibited by law.

(c) **Professional Liability Insurance and privacy and security liability** issued to and covering the liability of Contractor for errors or omissions committed by Contractor, its agents and employees, in the performance of this Contract. Coverage shall include information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability. The policy shall have limits of liability of not less than \$3,000,000 per claim or wrongful act and in the aggregate..

(d) **Commercial Automobile Liability Insurance** including coverage for owned, hired and non-owned vehicles with a combined single limit minimum of \$1,000,000 per occurrence for bodily injury, and property damage or as required by law. Contractor may self-insure.

(e) **Umbrella Liability Insurance** in a minimum amount of \$10,000,000, which shall apply, at a minimum, to the insurance required by Sections 4.1(a) and (d). The insurers selected by Contractor shall have an A.M. Best rating of "A" or better and a financial size of VII or better, or as otherwise approved in writing by the State. Contractor may use any combination of primary and excess to meet required total limits.

4.2 Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall endeavor to require all of its Subcontractors hereunder to purchase and maintain the insurance coverage as described in Section 4.1 for each Contractor in connection with the performance of work by such Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on each coverage required in Section 4.1.

4.3 Certificates of Insurance and Other Requirements

Within thirty (30) days after the Effective Date of this Contract, Contractor shall furnish to the Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). If any of the insurance required herein is cancelled or nonrenewed,

Contractor shall replace such insurance so that there is no lapse in coverage, and shall provide to the Purchasing Operations a revised certificate of insurance evidencing same. Within thirty (30) days following the execution of this Contract, and every year thereafter, the Contractor shall provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, agents, officers and employees are included as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Section 5 of this Contract, under each commercial general liability and umbrella liability policy. In the event the insurer's attorney is asked to represent the State, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan. Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure or renew tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance.