

Vendor Information Sheet

Contract Information			
Statewide Contract Number	99999-SPD0000100-0025		
PeopleSoft Vendor Number	0000196610	Location Code	
Vendor Name & Address			
EISYS INC. 112 28 th Street South, Birmingham, AL 35233			
AWARDED CATEGORY: C23 MODULAR VISUAL PRESENTATION			
Contract Administrator: (Alicia Burrow)			
112 28 th Street South, Birmingham AL 35233 (p) 205-329-7057 (e) Alicia.burrow@eisys-inc.com			
Contact Details			
Ordering Information	Orders may be placed via Team Georgia Marketplace)		
Remitting Information	112 28 th Street South Birmingham, AL 35233		
Delivery Days	42 days		
Discounts	40% - Delivered and Installed ; 43% -Inside Delivery; 45% - Dock Delivery		
Payment Terms	Net 30 Days		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor will accept Purchase Orders and Purchasing Cards under this contract as permitted by current policies governing the Purchasing Card program.		

CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the dates listed below.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services (DOAS)
Contractor's Full Legal Name:	EISYS, Inc.
Contract No.:	99999-001-SPD0000100-0025
Solicitation Title/Event Name:	Office Computer and Educational Furniture
Contract Award Date:	August 15, 2014
Current Contract Term:	February 3, 2015 – February 2, 2017
Amendment No.:	1

WHEREAS, the Contract is in effect through Current Contract Term as defined above; and

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

- CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	February 3, 2017
End Date of New Contract Term:	February 2, 2018

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

The Contract is also amended to include the following new boycott of Israel, the implementation of E-Payables and the Revision of Reporting Requirements.

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

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

2. The following price **increase of 1.09%** is approved for the catalog and/or price files submitted during contract award. The price change is effective on the date of the contract renewal.
- 3 **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.
4. **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 ePayables 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 ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. All purchases made by Authorized Users representatives utilizing State of Georgia ePayables 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 ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables 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 ePayables 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 ePayables in resolving any issues or disputes.

5. **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 Goods and Ancillary Services, Section A.4 "Reporting Requirements". The parties desire to amend the reporting requirements as follows:

"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:"

<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>-----</i>	<i>-----</i>	<i>-----</i>	<i>30 calendar days following the termination of this Statewide Contract for any reason</i>

"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"

6. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
7. **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)	Ergonomically Integrated Systems, Inc.
Authorized Signature:	<i>Lisa Edwards</i>
Printed Name and Title of Person Signing:	Lisa Edwards
Date:	11/14/2016
Company Address:	112 28th Street South Birmingham, AL 35233
Invoice Contact Name (Contractor's Billing Contact)	Lisa Edwards
Supplier Billing Address	112 28th Street South Birmingham, AL 35233
Supplier Billing E-Mail	accounting@eisis-inc.com

STATE ENTITY

Authorized Signature:	<i>Clarence Ingram</i>
Printed Name and Title of Person Signing:	Clarence Ingram - Group Category Manager
Date:	12/2/2016
Company Address:	200 Piedmont Avenue, S. E. Suite 1308, West Tower Atlanta, Georgia 30334-9010