

State of Washington <b>DEPARTMENT OF ENTERPRISE SERVICES</b> Master Contracts and Consulting 1500 Jefferson St SE • Olympia, Washington 98501 • (360) 902-7400 <a href="http://www.des.wa.gov">http://www.des.wa.gov</a>	<b>CONTRACT AMENDMENT</b>	
	<b>Contract Number:</b> 08512(AR214)	<b>Date Issued:</b> 03/17/2014
	<b>Amendment Number:</b> 1	<b>Date Effective:</b> Upon DES Signature
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

### Purpose of Amendment

<p>This amendment is entered into between the parties as of the effective date identified by on the approving official signature block. It amends Washington State Master Contract 08512 (AR214).</p> <p>Effective immediately upon signature of approving official, you must remove in its entirety on the Washington Participating Addendum, Addendums, Forms, Exhibits, and Schedules any reference to the Department of Information Services (DIS) Technology Brokering Services 605 E 11<sup>th</sup> Ave, PO Box 42445 Olympia, WA 98504-2445 and replace with Department of Enterprise Services (DES) 1500 Jefferson St. SE, Olympia WA 98501.</p> <p>DES may, at its sole discretion, increase, decrease, or eliminate the management fee upon thirty (30) days written notice to contractor. Any decrease to or elimination of the management fee, shall be reflected in the contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the contractor in the case of an upward adjustment of the management fee.</p> <p>Effective immediately, Contractor will provide DES with a sales report detailing total net sales for the preceding quarter ("Sales Report"), in accordance with the Sales &amp; Subcontractors Report of this amendment using the requirements and schedules set forth below. DES will send an invoice within 30 days after each quarter, based on the sales report. Payment of the management fee is due within (30) days of the date of the DES invoice.</p> <p>The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report the total net sales to submit a timely sales report, or remit timely payment of the management fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.</p> <p>Management fee payment must reference the contract number, Work Request Number (if applicable), the year and quarter of which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check. All payments must be sent to:</p>	
Name:	State of Washington, Dept of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: Quarter/Year: Contractor's Name as it is known to DES (if not already included on face of the check)
<p><b>Contract Sales and Reporting System</b></p> <p>Contract Sales and Reporting System is the on-line usage reporting system which will be available as a tool to report quarterly contract sales by customer. Prior to the due date for your report, an account will be established, and a log-in provided. The location of the tool is <a href="https://fortress.wa.gov/ga/apps/CSR/login.aspx">https://fortress.wa.gov/ga/apps/CSR/login.aspx</a>.</p> <p>Reports will be submitted in the month following the quarter-end and before the "Report Due" dates as shown below:</p>	

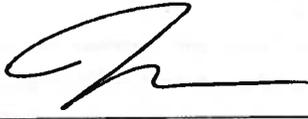
Quarter	Quarter Ends	Report Due
1 <sup>st</sup>	March 31 <sup>st</sup>	April 30 <sup>th</sup>
2 <sup>nd</sup>	June 30 <sup>th</sup>	July 31 <sup>st</sup>
3 <sup>rd</sup>	September 30 <sup>th</sup>	October 31 <sup>st</sup>
4 <sup>th</sup>	December 31 <sup>st</sup>	January 31 <sup>st</sup>

Except for changes made by this Amendment, the Washington Contract 05812 remains unchanged and in full force and effective until is either cancel or expires whichever occurs first.

### Authorizing Signatures

This contract amendment, consisting of one (3) pages and zero attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:

 3/24/14

(Contractor Authorized Representative Signature) (Date)

Printed Name: Mark Nasiff  
 Contractor: Brocade  
 Address: 130 Holger Way  
 San Jose, CA 95134  
 Telephone No. (425) 985-9970  
 Email: idagones@brocade.com

For State:

 3/25/14

(Procurement Coordinator Signature) (Date)

Name: Neva Peckham  
 Agency: Department of Enterprise Services  
 1500 Jefferson St SE  
 Olympia WA 98501  
 Telephone No. 360 407-9411  
 Email: neva.peckham@des.wa.gov

### DES Approval

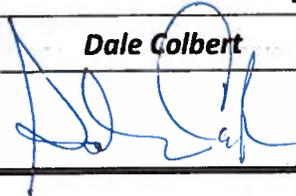
DES Authorizing Manager:

Dale Colbert

Date:

3-31-14

Signature:



Email:

dale.colbert@des.wa.gov

Phone:

(360) 407-9425

BROCADE LEGAL

By 

Date 3-20-14

