

AMENDMENT No. 1 TO
Enterprise Agreement for Services and Devices to Provide the Service
CONTRACT NUMBER 9800-GTA-794-A

This Amendment No. 1 is made this 3rd day of April, 2017 by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **AT&T MOBILITY NATIONAL ACCOUNTS LLC ("Contractor")**.

WHEREAS, heretofore GTA entered into that certain Agreement for Services **effective** on **December 30, 2013**, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **EXHIBIT A and B.** The Agreement is hereby amended to add Exhibit A and B to the Agreement. The Exhibit A and B documents are also added to the agreement and made a part thereof.
2. **Term and Renewal.** Is deleted in its entirety and replaced with the following:

The "Term" of this Agreement shall begin on the Effective Date and end on June 30, 2017. Thereafter, the Agreement may be renewed upon mutual agreement by Contractor and GTA for an additional five (5) year period beginning on **July 1, 2017** and end on **June 30, 2022**. The terms and conditions of this Agreement shall apply during any renewals of the Term. The term of the Services and/ or Devices ordered by an Agency hereunder shall begin on receipt of a Purchase Order for each procuring Agency and end upon the completion of the Order.
3. **Definitions.** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. **Successors and Assigns.** This Amendment No. 1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **Entire Agreement.** Except as expressly modified by this Amendment No. 1, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 1 and the Agreement, 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 No. 1 to be duly executed by their authorized representatives as of the date set forth above.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: 

Name: Linda J. Cottingham

Title: Sr. Contract Manager

Date: 01/11/17

GEORGIA TECHNOLOGY AUTHORITY

By: 

Name: CHARLES BROOKS

Title: GTA PROCUREMENT DIRECTOR

Date: 4/3/2017

EXHIBIT A

Contractor Affirmations Scrutinized Companies – O.C.G.A. § 50-5-84

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company." A **scrutinized company** is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy. If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

LJC I certify that my company is **NOT** a "scrutinized company."

_____ I certify that my company **IS** a "scrutinized company."

_____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

EXHIBIT B

Contractor Affirmations Boycott of Israel - O.C.G.A. § 50-5-85

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a "Boycott of Israel." The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

"Supplier certifies that the Supplier is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85."

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

LJC I certify that my company is **NOT** engaged in a boycott of Israel.

_____ I certify that my company **IS** engaged in a boycott of Israel.

_____ I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.