

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Software Value Added Reseller (SVAR)
Contract Number:	PADD17200277
Parties:	State of Idaho SHI International Corp
This Renewal Value:	4,950,000.00 USD
Total Contract Value:	62,725,000.00 USD
Start Date:	10/1/2022 12:00 AM
End Date:	12/31/2022 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

PADD17200277, Software Value Added Reseller (SVAR)(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to PADD17200277 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Andrea Keno

+1 425-457-2462
Andrea_Keno@SHI.com

Payment Details

Payment Terms: Net 30

Signature signed By:

David Miller / Contract Administrator
Digitally signed by David Miller / Contract Administrator
Date: 2022.09.30 14:03:07 -06'00'



BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street, Room 100
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

September 16, 2022

SHI International
Attn: Gara McCutchen-Aragon

VIA ELECTRONIC TRANSMISSION
Gara McCutchen-Aragon@shi.com

RE: Renewal of Contract PADD17200277, a Contract for Software Value Added Reseller (SVAR)

Expiring 9/30/2022

The State of Idaho would like to renew the above referenced contract for a period of three (3) months.

The contract extension period is October 1, 2022 to December 31, 2022. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

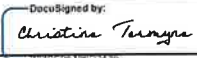
If the terms of this renewal letter are acceptable to your company, please sign below e-mail (Contractadmin@adm.idaho.gov) at the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.


Thank you for your consideration in this matter.

Sincerely,

Mike Gwinn
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

Company: SHI
Name & Title (Printed): Christina Termyna Sr. Lead Contracts Specialist
Signature: 
Date: 9/29/2022

Idaho Division of Purchasing:
Name & Title (Printed): Mike Gwinn, Contract Administrator
Signature: 
Date: 9/29/22

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Software Value Added Reseller (SVAR)
Contract Number:	PADD17200277
Parties:	State of Idaho SHI International Corp
This Renewal Value:	4,950,000.00 USD
Total Contract Value:	57,775,000.00 USD
Start Date:	7/1/2022 12:00 AM
End Date:	9/30/2022 11:59 PM

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

PADD17200277, Software Value Added Reseller (SVAR)(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to PADD17200277 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Gara McCutchen Aragon

+1 208-866-3955
gara_mccutchenaragon@shi.com

Payment Details Payment

Terms: Net 30

Signature signed By:

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Software Value Added Reseller (SVAR)
Contract Number:	PADD17200277
Parties:	State of Idaho SHI International Corp
This Renewal Value:	4,950,000.00 USD
Total Contract Value:	52,825,000.00 USD
Start Date:	4/8/2022 12:00 AM
End Date:	6/30/2022 11:59 PM

Contract Managers: Laura Gallivan; laura.gallivan@adm.idaho.gov

Instructions

PADD17200277 , Software Value Added Reseller (SVAR)(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to PADD17200277 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Gara McCutchen Aragon

+1 208-866-3955
gara_mccutchenaragon@shi.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Signature signed By: *Laura Gallivan*

Laura Gallivan Office Specialist II
3/11/2022



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

March 2, 2022

SHI International
Attn: Gara McCutchen-Aragon

VIA ELECTRONIC TRANSMISSION
gara_mccutchenaragon@shi.com

RE: Extension of Contract PADD17200277, a Contract for Software Value Added Reseller (SVAR) in conjunction with NASPO ValuePoint, for the various State of Idaho Agencies, Institutions, and Departments

Expiring April 7, 2022

The State of Idaho would like to extend the above referenced contract for the period noted in the next paragraph or until a new contract or contracts for SVAR have been awarded, whichever is sooner.

The contract extension period is April 8, 2022 to June 30, 2022, or until a contract or contracts for SVAR have been awarded, whichever is sooner. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

****On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:**

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Laura Gallivan
Laura Gallivan
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: SHI International Corp.

Name & Title (Printed): Elisabeth Arnold - Sr. Lead Contracts Specialist

Signature: DocuSigned by:
Elisabeth Arnold
6384330983F 14CD...

Date: 3/10/2022

Idaho Division of Purchasing

Name & Title (Printed): Laura Galloway Office Specialist II

Signature: 

Date: 3/10/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for PADD17200277

Contact Name	Gara McCutchen Aragon
Title	Public Sector Account Executive
Address	290 Davidson Ave.
	Somerset, NJ 08873
Phone	(208) 866-3955
Fax	
E-mail	Gara_McCutchenAragon@SHI.com



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

Contract PADD17200277
Contract for Software Value Added Reseller
(SVAR), for the various State of Idaho Agencies,
Institutions, and Departments

Acknowledgment of Idaho State House Bill 220

SHI International

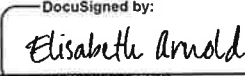
"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Elisabeth Arnold

Title: Sr. Lead Contracts Specialist

Signature: 
6384336583F14CD...



Date: 3/10/2022

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 402 Phoenix, AZ 85007
	Contract No.: ADSP016-130651	PAGE 1 OF 1	
	Amendment No.: Seven (7)		
CONTRACTOR: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 CONTACT: Alison Turner PHONE: 425-974-5997 EMAIL: alison_turner@shi.com		STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007 CONTACT: Rana Schultz PHONE: (602) 542-2927 EMAIL: Rana.Schultz@azdoa.gov	

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through June 30th, 2022.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.			
Contractor hereby acknowledges receipt and understanding of the above amendment.		The above referenced contract amendment is hereby executed this date by the State.	
DocuSigned by:  <div style="float: right;">2/7/2022</div>		 <div style="float: right;">2/10/22</div>	
6364336583F74CD Signature Date		Signature Date	
Elisabeth Arnold - Senior Lead Contracts Specialist _____ Printed/Typed Name and Title		_John RedHorse, Statewide IT Procurement Leader_____ Printed/Typed Name and Title	

Idaho Division of Purchasing

Renewal

Purchase Order Name:	SVAR through 1/7/22
Contract Number:	PADD17200277
Parties:	State of Idaho SHI International Corp
This Renewal Value:	4,950,000.00 USD
Total Contract Value:	47,875,000.00 USD
Start Date:	1/8/2022 12:00 AM
End Date:	4/7/2022 11:59 PM

Contract Managers: Patrick Murphy; patrick.murphy@adm.idaho.gov

Instructions

PADD17200277, SVAR through 1/7/22(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to PADD17200277 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Gara McCutchen Aragon

+1 208-866-3955
gara_mccutchenaragon@shi.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Terms: Net 30

Signed By:

Patrick Murphy  Digitally signed by Patrick Murphy
Date: 2022.01.06 13:40:16 -07'00'

Patrick Murphy – Contract Administrator

Date

Idaho Division of Purchasing

Renewal

Purchase Order Name:	SVAR through 1/7/22
Contract Number:	PADD17200277
Parties:	State of Idaho SHI International Corp
This Renewal Value:	14,850,000.00 USD
Total Contract Value:	42,925,000.00 USD
Start Date:	4/8/2021 12:00 AM
End Date:	1/7/2022 11:59 PM

Contract Managers: Jason Urquhart; jason.urquhart@adm.idaho.gov
Purchasing Leads: Jason Urquhart; jason.urquhart@adm.idaho.gov

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

As noted in the renewal letter, if the state of Idaho has awarded a new contract or contracts for SVAR prior to January 7, 2022, contract PADD17200277 will expire on the date of that award.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Gara McCutchen Aragon

+1 208-866-3955
gara_mccutchenaragon@shi.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed by:

State of Idaho

Department of Administration Division of Purchasing

BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

650 West State Street, Room 100
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

February 17, 2021

SHI International
Attn: Gara McCutchen-Aragon

VIA ELECTRONIC TRANSMISSION
gara_mccutchenaragon@shi.com

RE: Renewal of Contract PADD17200277, a Contract for Software Value Added Reseller (SVAR) in conjunction with NASPO ValuePoint, Expiring 4/7/2021

The letter we sent dated February 16, 2021 is hereby rescinded. The State of Idaho would like to renew the above referenced contract for the period noted in the next paragraph or until a contract or contracts for SVAR have been awarded, whichever is sooner.

The contract renewal period is April 8, 2021 to January 7, 2022, or until a contract or contracts for SVAR have been awarded, whichever is sooner. The same terms, conditions and pricing prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter. **CONTRACTOR-COMplete THIS SECTION:**

Sincerely,

Jason R. Urquhart
Digitally signed by
Jason R. Urquhart
Date: 2021.02.17
14:37:50 -07'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: SHI International Corp

BY: Elisabeth Arnold
(Signature)

Elisabeth Arnold
(Printed Name)

DATE: 2/25/2021

UPDATED CONTRACTOR CONTACT INFORMATION for PADD17200277:

Contact Name	Andrea Keno
Title	PublicSec District Manager
Address	290 Davidson Ave
Phone & Fax & Email	(425)457-2462 & Andrea_Keno@shi.com



Contract Amendment

Contract No.: ADSP016-130651

PAGE
1 OF 1

Amendment No.: Five (5)

State of Arizona

State Procurement Office

100 N. 15TH Avenue, Suite 402

Phoenix, AZ 85007

CONTRACTOR:

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

CONTACT: Alison Turner

PHONE: 425-974-5997

EMAIL: alison_turner@shi.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Eric Bell

PHONE: (602) 542-8921

EMAIL: eric.bell@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through January 7, 2022.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

01/29/2021

Signature

Date

Elisabeth Arnold - Lead Contracts Specialist

Printed/Typed Name and Title

2/1/2021

Signature

Date

Stephen Nettles - Senior Group Manager

Printed/Typed Name and Title



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: SVAR 2020 - 2021
Contract Number: PADD17200277
Contract Value: 16,000,000.00 USD
Purchase Order Date: 3/13/2020
Service Start Date: 4/8/2020 12:00 AM
Service End Date: 4/7/2021 11:59 PM
Submitted By: Jason Urquhart

Supplier

SHI International Corp
290 Davidson Ave.
Somerset
NJ, 44333
Phone: +1 208-866-3955
Email: gara_mccutchenaragon@shi.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: To ordering agency

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective February 28, 2020. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows (this is an administrative change):

The Contract is amended to change the Contract's Service Start Date to be April 8, 2020 and to change the Contract's Service End Date to be April 7, 2021. This change coincides with Amendment No. Four (4) to the NASPO-ValuePoint Master Agreement No: ADSPO16-130651, which renewed the Master Agreement through April 7, 2021, and which was automatically incorporated into the Contract per section 5.g of the Participating Addendum.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendments (Change Orders) 2 through 8 values: \$0.00.

Amendment (Renewal); period: 6/4/18 - 4/7/19) 9 value: \$2,900,000.00.

Amendments (Change Orders) 10 through 11 values: \$0.00.

Amendment (Renewal; period: 4/8/19 - 4/7/20) 12 value: \$6,800,000.00.

Amendment (Renewal; period: 4/8/20 - 4/7/21) 13 value: \$16,000,000.00.

Total estimated contract value: \$28,075,000.00.

Special Instructions:

Internal Comments:

Signature: Jason Urquhart

Jason R. Urquhart Digitally signed by
Jason R. Urquhart
Date: 2020.03.13
16:39:02 -06'00'

Signed By: _____



Contract Amendment

Contract No.: ADSPO16-130651

Amendment No.: Four (4)

PAGE
1 OF 1

State of Arizona
State Procurement Office

100 N. 15TH Avenue, Suite 402

Phoenix, AZ 85007

CONTRACTOR:

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

CONTACT: Alison Turner

PHONE: 425-974-5997

EMAIL: alison_turner@shi.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Eric Bell

PHONE: (602) 542-8921

EMAIL: eric.bell@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2021.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of
the above amendment.

The above referenced contract amendment is hereby
executed this date by the State.


Signature

02/03/2020
Date

Cassie Skelton - Senior Manager - Contracts

Printed/Typed Name and Title


Signature

2/20/2020
Date

Stephen Nettles

Senior Group Manager

Printed/Typed Name and Title



State of Idaho

CHANGE ORDER - 12

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 12

Change Order Date: March 21, 2019

Service Start Date: April 8, 2019

Service End Date: April 7, 2020

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Perfect Notifications (84470)
 SHI International Corp
 290 Davidson Ave
 Somerset, NJ 08873
Phone: 8887648888-

Fax:**Email:**

PerfectCommerceNotifications@SHI.com

Buyer Contact

Jason Urquhart
 Tel:208-332-1608
 Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective March 15, 2019. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows (this is an administrative change):

The Contract is amended to change the Contract's Service Start Date to be April 8, 2019 and to change the Contract's Service End Date to be April 7, 2020. This change coincides with Amendment No. Three (3) to the

NASPO-ValuePoint Master Agreement No: ADSPO16-130651, which renewed the Master Agreement through April 7, 2020, and which was automatically incorporated into the Contract per section 5.g of the Participating Addendum.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendments (Change Orders) 2 through 8 values: \$0.00.

Amendment (Renewal); period: 6/4/18 - 4/7/19 9 value: \$2,900,000.00.

Amendments (Change Orders) 10 through 11 values: \$0.00.

Amendment (Renewal; period: 4/8/19 - 4/7/20) 12 value: \$6,800,000.00.

Total estimated contract value: \$12,075,000.00.

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	6,800,000.00	\$6,800,000.00
Item Description	#1				
	Current contract term: 4/8/19 – 4/7/20.				
	🚩				
Delivery Date:	March 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD) \$6,800,000.00

Estimated Tax (USD) \$0.00


TOTAL: (USD) \$6,800,000.00

Note: If there is a 🚩 next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

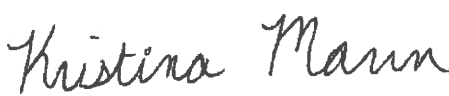

Jason R. Urquhart

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 402 Phoenix, AZ 85007
	Contract No.: ADSPO16-130651	PAGE 1 OF 1	
	Amendment No.: Three (3)		
CONTRACTOR: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 CONTACT: Alison Turner PHONE: 425-974-5997 EMAIL: alison_turner@shi.com		STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007 CONTACT: Eric Bell PHONE: (602) 542-8921 EMAIL: eric.bell@azdoa.gov	

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2020.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.			
Contractor hereby acknowledges receipt and understanding of the above amendment.		The above referenced contract amendment is hereby executed this date by the State.	
			
1/30/19 Date		1/31/2019 Date	
Signature		Signature	
_____ Kristina Mann		_____ Stephen Nettles	
_____ Sr. Contract Specialist		_____ Sr Contracts + Procurement Group	
Printed/Typed Name and Title		Printed/Typed Name and Title	



State of Idaho

CHANGE ORDER - 11
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 11

Change Order Date: October 22, 2018

Service Start Date: June 4, 2018

Service End Date: April 7, 2019

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Perfect Notifications (84470)
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 8887648888-

Fax:**Email:**

PerfectCommerceNotifications@SHI.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective October 19, 2018. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the heading "Amendment Number Eleven (11) to Contract Number PADD17200277 Statewide Contract for Software Value Added Reseller (SVAR) Services (document with the document file name "PADD17200277 AM 11.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendments (Change Orders) 2 through 8 values: \$0.00.

Amendment (Renewal; period: 6/4/18 - 4/7/19) 9 value: \$2,900,000.00.

Amendments (Change Orders) 10 through 11 values: \$0.00.

Total estimated contract value: \$5,275,000.00.

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,900,000.00	\$2,900,000.00
Item Description	#1				
	Current Contract term: 6/4/18 – 4/7/19.				
	🚚				
Delivery Date:	March 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD) \$2,900,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$2,900,000.00

Note: If there is a 🚚 next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

Jason R. Urquhart

**Amendment Number Eleven (11)
to
Participating Addendum Number PADD17200277
Statewide Contract for Software Value Added Reseller (SVAR) Services**

Parties:	The State of Idaho	“State”
	By and Through the Division of Purchasing	“DOP”
	and	
	SHI International Corp	“Contractor”

Recitals:

- A. Whereas the State has on-going needs for multiple software products and found that its needs could be met via Software Value Added Reseller contracts.
- B. Whereas, the State desires to modify a provision of the Participating Addendum (PA).
- C. Whereas, the State desires to add the publisher identified in this amendment to the PA.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the PA is amended as follows:


1. The first paragraph of PA section 5(d), Restrictions, is changed to read as follows:

“Purchases under this PA are restricted to purchases of Commercial-Off-the-Shelf (COTS) (factoring the exception in the paragraph directly below) products that are listed on the current Pricing Sheet (see the document with the heading “Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277”). The Pricing Sheet may be changed during the term of the PA with or without processing an amendment to this PA, at the State’s sole option.”
2. In accordance with PA sections 5(d), Restrictions and 5(l) Product Additions and Deletions, the following publishers are added to the Pricing Sheet, along with corresponding pricing as identified in the document with the heading “Pricing Sheet – Rates by Publisher – PADD17200277”:
 - a. ManageEngine
 - b. Verint (Verba only)
3. Except as expressly modified in this Amendment, all other terms and conditions of the PA remain in full force and effect.


4. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Cassie Skelton, Contracts Manager

Date: 10/19/18

Date: 10/19/18



State of Idaho

CHANGE ORDER - 10

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 10

Change Order Date: August 17, 2018

Service Start Date: June 4, 2018

Service End Date: April 7, 2019

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Perfect Notifications (84470)
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 8887648888-

Fax:

Email:
PerfectCommerceNotifications@SHI.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective August 16, 2018. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the heading "Amendment Number Ten (10) to Contract Number PADD17200277 Statewide Contract for Software Value Added Reseller (SVAR) Services (document with the document file name "PADD17200277 AM 10.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendments (Change Orders) 2 through 8 values: \$0.00.

Amendment (Renewal; period: 6/4/18 - 4/7/19) 9 value: \$2,900,000.00.

Amendment (Change Order) 10 value: \$0.00.

Total estimated contract value: \$5,275,000.00.

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,900,000.00	\$2,900,000.00
Item Description	#1				
	Current Contract term: 6/4/18 – 4/7/19.				
	F				
Delivery Date:	March 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$2,900,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$2,900,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

Jason R. Urquhart

**Amendment Number Ten (10)
to
Contract Number PADD17200277
Statewide Contract for Software Value Added Reseller (SVAR) Services**

Parties: The State of Idaho "State"
By and Through the Division of Purchasing "DOP"

and

SHI International Corp "Contractor"

Recitals:

- A. Whereas the State has on-going needs for multiple software products and found that its needs could be met via Software Value Added Reseller contracts.
- B. Whereas, the State desires to modify provisions and to add provisions to the Contract.
- C. Whereas, the State desires to add the publishers identified in this amendment to the Contract.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The first paragraph of Contract section 5(d), Restrictions, is changed to read as follows:

“Purchases under this PA are restricted to purchases of Commercial-Off-the-Shelf (COTS) (factoring the exception in the paragraph directly below) products that are listed on the Pricing Sheet provided to and accepted by the state of Idaho (see the document with the heading “Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 10”). The Pricing Sheet may be changed during the term of the PA via mutual, written agreement between the parties as part of an amendment to this PA.”
2. In accordance with Contract sections 5(d), Restrictions and 5(l) Product Additions and Deletions, the following publishers are added to the Pricing Sheet, along with corresponding pricing as identified in the document with the heading “Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 10”:
 - a. OpenText (Connectivity Solutions only)
 - b. Hyena
 - c. Netbrain
3. Section 5.h, Insurance, is changed to read as follows:

“h. Insurance. Notwithstanding section 17 of the Contract, the Contract is supplemented with the following provisions:

REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the State under the PA) shall provide certificates of insurance to the State of Idaho in accordance with section 17 of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA.

STATE OF IDAHO REQUIREMENTS FOR WORKER'S COMPENSATION INSURANCE: For Worker's Compensation Insurance, the Contractor (if it will provide any distribution to Idaho agencies) or its subcontractors (if the Contractor has any subcontractors that will provide distribution to Idaho agencies) must provide either a certificate of Worker's Compensation insurance issued by a surety licensed to write Worker's Compensation Insurance in the State of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.”

4. Section 5.i, Priority of Documents, is changed to read as follows:

“i. Priority of Documents. This PA consists of and precedence is established by the order of the following documents:

1. This PA; and
2. The Master Agreement (including Master Agreement Order of Precedence).”

5. Section 5.j, Price Agreement Numbers, is changed to read as follows:

“j. Price Agreement Numbers. All purchase orders issued by Purchasing Entities within the jurisdiction of this PA shall include the following price agreement numbers:

ADSP016-130651

PADD17200277”

6. Section 5.l, Product Additions and Deletions, is changed to read as follows:

“l. Product Additions and Deletions. Over the term of the PA, product needs or volumes may change, and publishers may be added to or deleted from the Pricing Sheet. Upon receiving such a request to add or delete a publisher, Contractor agrees to disclose to the State if they are unable to do business with a software publisher for any reason. Should the State request products to be added, Contractor will contact the Division of Purchasing and advise of any obstructions to adding the product. Addition of and deletion of products or publishers may be accomplished with or without processing an amendment to the Contract, at the State's sole option.”

7. The following is added to the Contract as a new section:

"11. Termination for Convenience: The State may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination if the State determines it is in the State's best interest. In the event of termination of the PA, all underlying maintenance and license/subscription agreements, including applicable terms and conditions, will remain in full force and effect throughout the duration of the maintenance or license/subscription agreement, in accordance with the terms of the applicable agreement."

8. The following is added to the Contract as a new section:

"12. Termination for Default: The State may terminate the PA (but not any maintenance or license/subscription agreements) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon in writing. If the Contract is terminated for default or noncompliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance."

9. The following is added to the Contract as a new section:

"13. Public Records and Trade Secret: Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in

your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law. In the event the State receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request."

10. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.

11. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Cassie Skelton, Contract Manager

Date: 8/16/18

Date: August 13, 2018



State of Idaho

CHANGE ORDER - 09

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 09

Change Order Date: May 18, 2018

Service Start Date: June 4, 2018

Service End Date: April 7, 2019

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): ChangeLog.htm :Purchase Order Change

Supplier

Perfect Notifications (84470)
 SHI International Corp
 290 Davidson Ave
 Somerset, NJ 08873
Phone: 8887648888-
Fax:
Email:
 PerfectCommerceNotifications@SHI.com

Buyer Contact

Jason Urquhart
 Tel:208-332-1608
 Fax: 208-327-7320
 jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective May 17, 2018. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows (this is an administrative change):

The Contract is amended to change the Contract's Service Start Date to be June 4, 2018 and to change the Contract's Service End Date to be April 7, 2019. This change coincides with Amendment No. One (1) to the

NASPO-ValuePoint Master Agreement No: ADSPO16-130651, which renewed the Master Agreement through April 7, 2019, and which was automatically incorporated into the Contract per section 5.g of the Participating Addendum.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendments (Change Orders) 2 through 8 values: \$0.00.

Amendment (Renewal; period: 6/4/18 - 4/7/19) 9 value: \$2,900,000.00.

Total estimated contract value: \$5,275,000.00.

Supplier Part Number	Items				
	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,900,000.00	\$2,900,000.00
Item Description	#1				
	Current Contract term: 6/4/18 – 4/7/19.				
	F				
Delivery Date:	March 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD) \$2,900,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$2,900,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

IDAHO

State of Idaho

CHANGE ORDER - 08

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 08

Change Order Date: May 02, 2018

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Perfect Notifications (84470)
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 8887648888-

Fax:

Email:
PerfectCommerceNotifications@SHI.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective April 27, 2018. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the heading "Amendment Number Eight (8) to Contract Number PADD17200277 Statewide Contract for Software Value Added Reseller (SVAR) Services (document with the document file name "PADD17200277 AM 8.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendments (Change Orders) 2 through 8 values: \$0.00.

Total estimated contract value: \$2,375,000.00.

Supplier Part Number	Items				Total
	Quantity	Back Order	Unit	Unit Price	
	1.00	0	LO	2,375,000.00	\$2,375,000.00
Item Description	#1				
	Contract initial term: 11/21/16 – 6/3/18.				
	☞				
Delivery Date:	March 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					
Sub-Total (USD)					\$2,375,000.00
Estimated Tax (USD)					\$0.00
TOTAL: (USD)					\$2,375,000.00

Note: If there is a ☞ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

Amendment Number Eight (8)
to
Contract Number PADD17200277
Statewide Contract for Software Value Added Reseller (SVAR) Services

Parties: The State of Idaho "State"
 By and Through the Division of Purchasing "DOP"

and

SHI International Corp "Contractor"

Recitals:

A. Whereas the State has on-going needs for multiple software products, and found that its needs could be met via Software Value Added Reseller contracts.

B. Whereas, the Parties entered into a Contract for Provision of Software Value Added Reseller (SVAR) Services (the "Contract"), with a Service Start Date of November 21, 2016, Contract Number PADD17200277, and the Contract was amended administratively to incorporate the Participating Addendum.

C. Whereas, the State desires to add the publisher Alfresco Software, Inc. to the Contract.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The first paragraph of Contract section 5(d), Restrictions, is changed to read as follows:

"Purchases under this PA are restricted to purchases of Commercial-Off-the-Shelf (COTS) (factoring the exception in the paragraph directly below) products that are listed on the Pricing Sheet provided to and accepted by the state of Idaho (see the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 8"). The Pricing Sheet may be changed during the term of the PA via mutual, written agreement between the parties as part of an amendment to this PA."

2. In accordance with Contract sections 5(d), Restrictions and 5(l) Product Additions and Deletions, the following publisher is added to the Pricing Sheet, along with corresponding pricing as identified in the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 8":


a. Alfresco Software, Inc.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.


4. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Cassie Skelton, Contract Specialist

Date: 4/27/18

Date: 04-20-18

IDAHO

State of Idaho

CHANGE ORDER - 07

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 07

Change Order Date: March 28, 2018

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Andrea Keno
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 425-457-2462-

Fax: 425-457-2462**Email:** Andrea_Keno@shi.com**Buyer Contact**

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective March 28, 2018. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the heading "Amendment Number Seven (7) to Contract Number PADD17200277 Statewide Contract for Software Value Added Reseller (SVAR) Services (document with the document file name "PADD17200277 AM 7.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendments (Change Orders) 2 through 7 values: \$0.00.

Total estimated contract value: \$2,375,000.00.

Supplier Part Number	Items				
	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,375,000.00	\$2,375,000.00
Item Description	#1				
	Contract initial term: 11/21/16 – 6/3/18.				
	🚚				
Delivery Date:	March 15, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					
Sub-Total (USD)					\$2,375,000.00
Estimated Tax (USD)					\$0.00
TOTAL: (USD)					\$2,375,000.00

Note: If there is a 📄 next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

Jason R. Urquhart

Amendment Number Seven (7)
to
Contract Number PADD17200277
Statewide Contract for Software Value Added Reseller (SVAR) Services

Parties: The State of Idaho "State"
 By and Through the Division of Purchasing "DOP"

and

SHI International Corp "Contractor"

Recitals:

A. Whereas the State has on-going needs for multiple software products, and found that its needs could be met via Software Value Added Reseller contracts.

B. Whereas, the Parties entered into a Contract for Provision of Software Value Added Reseller (SVAR) Services (the "Contract"), with a Service Start Date of November 21, 2016, Contract Number PADD17200277, and the Contract was amended administratively to incorporate the Participating Addendum.

C. Whereas, the State desires to add the publisher Veeam to the Contract.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The first paragraph of Contract section 5(d), Restrictions, is changed to read as follows:


"Purchases under this PA are restricted to purchases of Commercial-Off-the-Shelf (COTS) (factoring the exception in the paragraph directly below) products that are listed on the Pricing Sheet provided to and accepted by the state of Idaho (see the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 7"). The Pricing Sheet may be changed during the term of the PA via mutual, written agreement between the parties as part of an amendment to this PA."

2. In accordance with Contract sections 5(d), Restrictions and 5(l) Product Additions and Deletions, the following publisher is added to the Pricing Sheet, along with corresponding pricing as identified in the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 7":
 - a. Veeam
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.

4. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Cassie Skelton, Contract Specialist

Date: 3/28/18

Date: 03-27-18



State of Idaho

CHANGE ORDER - 06

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 06

Change Order Date: January 11, 2018

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Andrea Keno
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 425-457-2462-

Fax: 425-457-2462**Email:** Andrea_Keno@shi.com**Buyer Contact**

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective January 8, 2018. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the heading "Amendment Number Six (6) to Contract Number PADD17200277 Statewide Contract for Software Value Added Reseller (SVAR) Services (document with the document file name "PADD17200277 AM 6.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendment (Change Order) 2 value: \$0.00.

Amendment (Change Order) 3 value: \$0.00.

Amendment (Change Order) 4 value: \$0.00.

Amendment (Change Order) 5 value: \$0.00.

Amendment (Change Order) 6 value: \$0.00.

Total estimated contract value: \$2,375,000.00.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Software Value Added Reseller (SVAR) Services pursuant to NASPO ValuePoint Master Agreement Number ADSPO16-130651 (lead state: Arizona). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 4, Term, of the Participating Addendum.

Contract Title:..... Software Value Added Reseller (SVAR)

Contract Usage Type:.....Open Contract

Public Agency Clause:Yes

Contract Administration:....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Andrea Keno

Phone Number:..... 425-457-2462

E-Mail:..... andrea_keno@shi.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,375,000.00	\$2,375,000.00
Item Description	#1				

Contract initial term: 11/21/16 – 6/3/18.



Delivery Date: March 15, 2017
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	\$2,375,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$2,375,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart

**Amendment Number Six (6)
to
Contract Number PADD17200277
Statewide Contract for Software Value Added Reseller (SVAR) Services**

Parties: The State of Idaho "State"
By and Through the Division of Purchasing "DOP"

and

SHI International Corp "Contractor"

Recitals:

A. Whereas the State has on-going needs for multiple software products, and found that its needs could be met via Software Value Added Reseller contracts.

B. Whereas, the Parties entered into a Contract for Provision of Software Value Added Reseller (SVAR) Services (the "Contract"), with a Service Start Date of November 21, 2016, Contract Number PADD17200277, and the Contract was amended administratively to incorporate the Participating Addendum.

C. Whereas, the State desires to add the publisher Genetec, Inc. to the Contract.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The first paragraph of Contract section 5(d), Restrictions, is changed to read as follows:

"Purchases under this PA are restricted to purchases of Commercial-Off-the-Shelf (COTS) (factoring the exception in the paragraph directly below) products that are listed on the Pricing Sheet provided to and accepted by the state of Idaho (see the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 6"). The Pricing Sheet may be changed during the term of the PA via mutual, written agreement between the parties as part of an amendment to this PA."

2. In accordance with Contract sections 5(d), Restrictions and 5(l) Product Additions and Deletions, the following publisher is added to the Pricing Sheet, along with corresponding pricing as identified in the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 6":


- a. Genetec, Inc.

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.


4. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Natalie Castagno- Director of Response Team

Date: 1/8/18

Date: December 27, 2017



State of Idaho

CHANGE ORDER - 05

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 05

Change Order Date: November 06, 2017

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Andrea Keno
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 425-457-2462-

Fax: 425-457-2462**Email:** Andrea_Keno@shi.com**Buyer Contact**

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465**Fax:** 208-327-7320**Email:** purchasing@adm.idaho.gov**Mail Stop:** DOP - Various Locations**Ship To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465**Fax:** 208-327-7320**Email:** purchasing@adm.idaho.gov**Mail Stop:** DOP - Various Locations**Instructions**

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective November 6, 2017. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the corrected heading that identifies it as Amendment 5 to Contract Number PADD17200277 (document with the document file name "PADD17200277 AM 5.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendment (Change Order) 2 value: \$0.00.

Amendment (Change Order) 3 value: \$0.00.

Amendment (Change Order) 4 value: \$0.00.

Amendment (Change Order) 5 value: \$0.00.

Total estimated contract value: \$2,375,000.00.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Software Value Added Reseller (SVAR) Services pursuant to NASPO ValuePoint Master Agreement Number ADSPO16-130651 (lead state: Arizona). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 4, Term, of the Participating Addendum.

Contract Title:..... Software Value Added Reseller (SVAR)

Contract Usage Type:.....Open Contract

Public Agency Clause:Yes

Contract Administration:....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Andrea Keno

Phone Number:..... 425-457-2462


E-Mail:..... andrea_keno@shi.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,375,000.00	\$2,375,000.00
Item Description	#1				

Contract initial term: 11/21/16 – 6/3/18.

Delivery Date:  March 15, 2017
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	\$2,375,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$2,375,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart

Amendment Number Five (5)
to
Contract Number PADD17200277
Statewide Contract for Software Value Added Reseller (SVAR) Services

Parties: The State of Idaho "State"
 By and Through the Division of Purchasing "DOP"

and

SHI International Corp "Contractor"

Recitals:

- A. Whereas the State has on-going needs for multiple software products, and found that its needs could be met via Software Value Added Reseller contracts.
- B. Whereas, the Parties entered into a Contract for Provision of Software Value Added Reseller (SVAR) Services (the "Contract"), with a Service Start Date of November 21, 2016, Contract Number PADD17200277, and the Contract was amended administratively to incorporate the Participating Addendum.
- C. Whereas, the State desires to add the publisher KWizCom Corporation to the Contract.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The first paragraph of Contract section 5(d), Restrictions, is changed to read as follows:

"Purchases under this PA are restricted to purchases of Commercial-Off-the-Shelf (COTS) (factoring the exception in the paragraph directly below) products that are listed on the Pricing Sheet provided to and accepted by the state of Idaho (see the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 5"). The Pricing Sheet may be changed during the term of the PA via mutual, written agreement between the parties as part of an amendment to this PA."
2. In accordance with Contract sections 5(d), Restrictions and 5(l) Product Additions and Deletions, the following publisher is added to the Pricing Sheet, along with corresponding pricing as identified in the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 5":
 - a. KWizCom Corporation

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Cassie Skelton, Contract Manager

Date: 11/6/17

Date: 11-06-17



State of Idaho

CHANGE ORDER - 04

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 04

Change Order Date: August 03, 2017

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Andrea Keno
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 425-457-2462-

Fax: 425-457-2462**Email:** Andrea_Keno@shi.com**Buyer Contact**

Jason Urquhart
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective August 3, 2017. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the corrected heading that identifies it as Amendment 4 to Contract Number PADD17200277 (document with the document file name "PADD17200277 AM 4.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.
Amendment (Change Order) 1 value: \$875,000.00.
Amendment (Change Order) 2 value: \$0.00.
Amendment (Change Order) 3 value: \$0.00.
Amendment (Change Order) 4 value: \$0.00.
Total estimated contract value: \$2,375,000.00.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Software Value Added Reseller (SVAR) Services pursuant to NASPO ValuePoint Master Agreement Number ADSPO16-130651 (lead state: Arizona). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 4, Term, of the Participating Addendum.

Contract Title:..... Software Value Added Reseller (SVAR)

Contract Usage Type:.....Open Contract

Public Agency Clause:Yes

Contract Administration:.....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Andrea Keno

Phone Number:..... 425-457-2462

E-Mail:..... andrea_keno@shi.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,375,000.00	\$2,375,000.00
Item Description #1 Contract initial term: 11/21/16 – 6/3/18. 					
Delivery Date: March 15, 2017 Shipping Method: Delivery Shipping Instructions: Ship FOB: Destination Attachment(s) Special Instructions:					

Sub-Total (USD)	\$2,375,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$2,375,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart

Parties: The State of Idaho "State"
By and Through the Division of Purchasing "DOP"

and

SHI International Corp "Contractor"

Page 1 of 2

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Cassie Skelton, Contracts Manager

Date: 8/3/17

Date: 8/2/17



State of Idaho

CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 03

Change Order Date: March 15, 2017

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Andrea Keno
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 425-457-2462-
Fax: 425-457-2462
Email: Andrea_Keno@shi.com

Buyer Contact

Jason Urquhart
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective March 14, 2017. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the corrected heading that identifies it as Amendment 3 to Contract Number PADD17200277 (document with the document file name "PADD17200277 AM 3.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.
Amendment (Change Order) 1 value: \$875,000.00.
Amendment (Change Order) 2 value: \$0.00.
Amendment (Change Order) 3 value: \$0.00.
Total estimated contract value: \$2,375,000.00.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Software Value Added Reseller (SVAR) Services pursuant to NASPO ValuePoint Master Agreement Number ADSP016-130651 (lead state: Arizona). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 4, Term, of the Participating Addendum.

Contract Title:..... Software Value Added Reseller (SVAR)

Contract Usage Type:.....Open Contract

Public Agency Clause:Yes

Contract Administration:.....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Andrea Keno

Phone Number:..... 425-457-2462

E-Mail:..... andrea_keno@shi.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,375,000.00	\$2,375,000.00
Item Description #1 Contract initial term: 11/21/16 – 6/3/18. 					
Delivery Date: March 15, 2017					
Shipping Method: Delivery					
Shipping Instructions:					
Ship FOB: Destination					
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$2,375,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$2,375,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By: Jason R. Urquhart

Parties: The State of Idaho "State"
By and Through the Division of Purchasing "DOP"

and


SHI International Corp "Contractor"

Page 1 of 2

3. In accordance with Contract section 5(l) Product Additions and Deletions, the Pricing Sheet with the heading Pricing Sheet – Rates by Publisher – for Idaho – PADD17200277 Amendment 3" now reflects that:
- a. AppSense and Shavlik have been deleted, as far as being individual publishers.
 - b. The publisher Ivanti has been added, along with corresponding pricing.
4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
5. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Cassie Skelton, Sr. Contract Specialist

Date: 3/14/17

Date: 03/13/17



State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Revision Number: 02

Change Order Date: January 6, 2017

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s): ChangeLog.htm :Purchase Order Change

Supplier

Andrea Keno
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 425-457-2462-

Fax: 425-457-2462**Email:** Andrea_Keno@shi.com**Buyer Contact**

Jason Urquhart
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD17200277, Software Value Added Reseller (SVAR) for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is amended effective January 6, 2017. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

PADD17200277 is amended as follows:

The Contract is amended per the attached Amendment with the corrected heading that identifies it as Amendment 2 to Contract Number PADD17200277 (document with the document file name "PADD17200277 AM 2.pdf").

In accordance with this Amendment, the Pricing Sheet has been updated.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 11/21/16 – 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Amendment (Change Order) 2 value: \$0.00.

Total estimated contract value: \$2,375,000.00.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Software Value Added Reseller (SVAR) Services pursuant to NASPO ValuePoint Master Agreement Number ADSP016-130651 (lead state: Arizona). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 4, Term, of the Participating Addendum.

Contract Title:..... Software Value Added Reseller (SVAR)

Contract Usage Type:.....Open Contract

Public Agency Clause:Yes

Contract Administration:....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Andrea Keno

Phone Number:..... 425-457-2462

E-Mail:..... andrea_keno@shi.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,375,000.00	\$2,375,000.00

Item Description

#1

Contract initial term: 11/21/16 – 6/3/18.

☞

Delivery Date:

January 7, 2017

Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	\$2,375,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$2,375,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason R. Urquhart

Parties: The State of Idaho "State"
By and Through the Division of Purchasing "DOP"

and

SHI International Corp "Contractor"

Page 1 of 2

3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective on the last date signed below. In no event will this Amendment be effective until executed by DOP.

The Division of Purchasing
for the State of Idaho

Contractor



Jason R. Urquhart, Purchasing Officer



Natalie Slowik, Sr. Contract Manager

Date: 1/6/17

Date: 12/27/16



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary	Supplier
Purchase Order Number: PADD17200277	Andrea Keno SHI International Corp 290 Davidson Ave Somerset, NJ 08873 Phone: 425-457-2462-
Account Number: AC-1	Fax: 425-457-2462
Revision Number: 01	Email: Andrea_Keno@shi.com
Change Order Date: November 18, 2016	
Service Start Date: November 21, 2016	
Service End Date: June 3, 2018	
Payment Method: Invoice	
Payment Terms: No Payment Terms specified	
Currency: USD	
FOB Instruction: Destination	
Attachment(s): <u>ChangeLog.htm</u> :Purchase Order Change	

Contract Number:

Bill To Address	Ship To Address
DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702 Phone: 208-327-7465 Fax: 208-327-7320 Email: purchasing@adm.idaho.gov Mail Stop: DOP - Various Locations	DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702 Phone: 208-327-7465 Fax: 208-327-7320 Email: purchasing@adm.idaho.gov Mail Stop: DOP - Various Locations

Instructions

PADD17200277 Change Order 1

The purpose of this administrative change is to attach the signed Participating Addendum, to change the Unit from ANN to LOT and to change the total estimated contract value to \$2,375,000.00. (The PADD should have reflected these things when it was initially entered into IPRO.)

Contract History:

Contract initial term: 11/21/16 - 6/3/18. Estimated contract total: \$1,500,000.00.

Amendment (Change Order) 1 value: \$875,000.00.

Total estimated contract value: \$2,375,000.00.

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Software Value Added Reseller (SVAR) Services pursuant to NASPO ValuePoint Master Agreement Number ADSP016-130651 (lead state: Arizona). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 4, Term, of the Participating Addendum.

Contract Title:..... Software Value Added Reseller (SVAR)

Contract Usage Type:.....Open Contract

Public Agency Clause:Yes

Contract Administration:.....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Andrea Keno

Phone Number:..... 425-457-2462

E-Mail:..... andrea_keno@shi.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	LO	2,375,000.00	\$2,375,000.00
Item Description					
	#1				
	Contract initial term: 11/21/16 ~ 6/3/18.				
	F				
Delivery Date:	November 19, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD) \$2,375,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$2,375,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart



State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number: PADD17200277

Account Number: AC-1

Purchase Order Date: November 15, 2016

Service Start Date: November 21, 2016

Service End Date: June 3, 2018

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency: USD

FOB Instruction: Destination

Attachment(s):

Supplier

Andrea Keno
SHI International Corp
290 Davidson Ave
Somerset, NJ 08873
Phone: 425-457-2462-

Fax: 425-457-2462

Email: Andrea_Keno@shi.com

Buyer Contact

Jason Urquhart
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Software Value Added Reseller (SVAR) Services pursuant to NASPO ValuePoint Master Agreement Number ADSPO16-130651 (lead state: Arizona). The Contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against the Contract on an as needed basis. The Contract shall be for the period noted above and may be renewed per section 4, Term, of the Participating Addendum.

Contract Title:..... Software Value Added Reseller (SVAR)

Contract Usage Type:.....Open Contract

Public Agency Clause:Yes

Contract Administration:.....Jason Urquhart

---Phone Number:.....208-332-1608

---Fax Number:.....208-327-7320

---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contacts

---Attn:..... Andrea Keno

Phone Number:..... 425-457-2462

E-Mail:..... andrea_keno@shi.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

ESTIMATED CONTRACT TOTAL: The state of Idaho, Division of Purchasing can only give an approximation of the contract total dollar amount, and will not be held responsible for dollar figures given in this document.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	1,500,000.00	\$1,500,000.00
Item Description					
	#1				
	Contract initial term: 11/21/16 - 6/3/18.				
	F				
Delivery Date:	November 22, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD) \$1,500,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$1,500,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted." data-bbox="198 428 218 443"/>

Signature :

Signed By : Jason R. Urquhart

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT No: ADSPO16-130651
SHI International Corp. (hereinafter "Contractor")

And

State of Idaho (hereinafter "Participating State")

PADD17200277

1. **Scope:** This Participating Addendum ("PA") covers the *Software Value Added Reseller (SVAR) Master Agreement* led by the State of Arizona for use by State of Idaho agencies and other entities located in the State of Idaho (the "State"). All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) (referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") (hereinafter "ValuePoint") Contract (Master Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. **Participation:** Use of specific ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Individual Customer:** Each ordering agency ("Purchasing Entity") that places an order under this PA will be treated as if it is an individual customer. Except to the extent modified by this PA, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement and this PA; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

Additionally, the Division of Purchasing is entering into this PA for the convenience of Purchasing Entities, and the Division of Purchasing bears no responsibility for any agreements such as end user license agreements and service level agreements to which Purchasing Entities agree. It shall be the responsibility of Purchasing Entities to seek their own agencies' legal counsel prior to agreeing to the terms of any end user license agreements.

4. **Term:** The term of this PA will be effective upon execution by the parties and continue through June 3, 2018, unless extended, renewed or terminated earlier.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT No: ADSP016-130651
SHI International Corp. (hereinafter "Contractor")

And

State of Idaho (hereinafter "Participating State")

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5. Participating State Modifications or Additions to Master Agreement: The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement ("Contract").

- a. Parties.** The parties to this PA are SHI International Corp. ("Contractor") and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration ("State") on behalf of the entities identified in the paragraph titled "Scope" of this PA (Purchasing Entities).
- b. Reporting.** The Contractor shall provide:
 - i. Any reports specifically required by the Master Agreement to be reported to Participating States.
 - ii. At the Division of Purchasing's request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between Purchasing Entities; reports to aid Purchasing Entities in inventory control; and reports that identify delivery times per order. Contractor will provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently than four (4) times per contract year), at no additional charge.
- c. Idaho Administrative Fee.** A 1.25% Administrative Fee will apply to all purchases made under the resulting PA by any state or public agency in Idaho. On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PA. Administrative Fee payments and reports to the State of Idaho are due no later than 30 calendar days after the end of each calendar quarter. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Arizona Master Agreement (ADSP016-130651).

State of Idaho Reporting Time Line:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

Report of Contract Purchases:

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
Software Value Added Reseller (SVAR)
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MASTER AGREEMENT No: ADSP016-130651
SHI International Corp. (hereinafter "Contractor")

And

State of Idaho (hereinafter "Participating State")

PADD17200277

Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number, you must provide a listing of all items purchased during the prior quarter indicating the item # and description, the quantity delivered, the delivery destination, the date of delivery, the unit prices, and the total dollar amount (as well as any other data elements required by the State of Idaho). Accounts must be grouped, with state agencies grouped separately from political subdivisions (e.g., cities, counties, school districts, water districts, etc.). The reports shall also include the Contractor's name the PA number.

The report must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- d. Restrictions.** Purchases under this PA are restricted to purchases of Commercial-Off-the-Shelf (COTS) (factoring the exception in the paragraph directly below) products that are listed on the Pricing Sheet provided to and accepted by the state of Idaho (see the document with the heading "Pricing Sheet – Rates by Publisher – for Idaho"). The Pricing Sheet may be changed during the term of the PA via mutual, written agreement between the parties as part of an amendment to this PA.

Each Purchasing Entity may also purchase third party IT services required for installation, maintenance, and upgrade of the procured software. Purchases for any other services are not allowed under this PA. Purchases for Microsoft O365 are allowed under this PA. Other SaaS (Software as a Service) products may be purchased under this PA, as long as the following two criteria are met:

1. It is a product provided by a publisher listed on the Pricing Sheet.
2. The product has previously been packaged and delivered in a traditional COTS manner (such as via CD or DVD), and the publisher now only provides the product as SaaS (does not provide via CD or DVD).

Further, purchases of software products under other current Idaho contracts are excluded from

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
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this PA, with the exception that, for any existing Idaho contract for software value added reseller, the same products offered on such contract(s) may also be purchased under this PA.

Additionally, there are other restrictions listed in the Pricing Sheet.

- e. **Governing Law.** The State of Idaho's PA and all purchase orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the State of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the PA.
- f. **Assignment.** Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-5726(1)).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

- g. **Amendments.** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the State of Idaho elects not to incorporate an

amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 5.g will result in the Master Agreement amendment automatically being incorporated in this PA.

- h. **Insurance.** Notwithstanding section 6.A. of the Special Terms and Conditions of the Contract, the Contract is supplemented with the following provisions:

REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the State under the

PARTICIPATING ADDENDUM
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SHI International Corp. (hereinafter "Contractor")

And

State of Idaho (hereinafter "Participating State")

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PA) shall provide certificates of insurance to the State of Idaho in accordance with section 6 of the Special Terms and Conditions of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA.

STATE OF IDAHO REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE: The Contractor shall provide and maintain Workers' Compensation Insurance and Employer's Liability for the term of the PA. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide either a certificate of Workers' Compensation insurance issued by a surety licensed to write Workers' Compensation Insurance in the State of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

- i. **Priority of Documents.** This PA consists of and precedence is established by the order of the following documents:
1. This PA; and
 2. The Master Agreement (including Contract Order of Precedence).

The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contract differ from the terms in this PA, the terms and conditions of this PA shall apply.

- j. **Price Agreement Numbers.** All purchase orders issued by Purchasing Entities within the jurisdiction of this PA shall include the following price agreement numbers:

ADSP016-130651

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Software Value Added Reseller (SVAR)
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State of Idaho (hereinafter "Participating State")

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k. Terms and Conditions in the Master that Do Not Apply to this PA. Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

1. Waive the sovereign immunity of the state of Idaho;
2. Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;
3. Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;
4. Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,
5. Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.
6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
7. Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

l. Product Additions and Deletions. Over the term of the PA, product needs or volumes may change and publishers may be added to or deleted from the Pricing Sheet by amendment to the PA. Upon receiving such a request to add or delete a publisher, Contractor agrees to disclose to the State if they are unable to do business with a software publisher for any reason. Should the State request products to be added, Contractor will contact the Division of Purchasing and advise of any obstructions to adding the product.

m. Limitation of Liability. The Limitation of Liability provision found in the "Exceptions Document" of the Master Agreement is not applicable to this PA. For the first year of the term of this PA, the Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to one million five hundred thousand dollars (\$1,500,000.00). Thereafter, the Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two (2) times the fees paid or payable by the State to the Contractor

PARTICIPATING ADDENDUM
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State of Idaho (hereinafter "Participating State")

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under this PA for the year previous to the incident which gave cause for such liability.

The foregoing limitation of liability shall not apply to claims arising under provisions of this PA calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct.

In no event will either the Contractor or the State be liable for incidental, indirect, or special damages, even if notification has been given as to the possibility of such damages, except to the extent that Contractor's liability for such damages arises out of the preceding paragraph.

In no event will either the Contractor or the State be liable for consequential damages, even if notification has been given as to the possibility of such damages

The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to any applicable statutory limit on damages. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

- n. Use of Government Credit Cards.** The Contractor must not accept credit cards for purchases made under this PA.

6. Primary Contacts: The primary contact individuals for this PA are as follows (or their named successors):

Contractor

Name	Andrea Keno
Address	SHI International Corp.
Telephone	(425) 425-2462
E-mail	Andrew_Keno@SHI.com

Participating State

Name	Jason Urquhart, Purchasing Officer
Address	Division of Purchasing 650 W. State St., RM. B-15 P.O. Box 83720 Boise, ID 83720-0075
Telephone	208-332-1608

PARTICIPATING ADDENDUM
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SHI International Corp. (hereinafter "Contractor")

And

State of Idaho (hereinafter "Participating State")

PADD17200277

Fax	208-327-7320
E-mail	Jason.urquhart@adm.idaho.gov

7. **Applicable Terms:** The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with this PA or with State law.

8. **Orders:** Any Order placed by a Purchasing Entity for a Product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. **Records Maintenance:** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

10. **Entire Agreement:** This PA and the Master Agreement together with their exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PA or the Master Agreement or their exhibits and attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")



MASTER AGREEMENT No: ADSPO16-130651
SHI International Corp. (hereinafter "Contractor")

And

State of Idaho (hereinafter "Participating State")

PADD17200277

IN WITNESS WHEREOF, the parties have executed this PA as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name: <i>Jason R. Urquhart</i>	Name: Cassie Skelton
Title: <i>Purchasing Officer</i>	Title: Senior Contract Specialist
Date: <i>11/18/16</i>	Date: November 16, 2016