



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 01-03-2022

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0212 0212 LAR20 3	Procurement Folder:	824933
Document Name:	CO#2 LAR20: SWC for Microsoft Licensing & Services	Reason for Modification:	Change Order No. 02 is issued to incorporate Amendment #6 to mirror the NASPO Master Agreement ADSP0-130651 extending the Contract through April 7, 2022. No Other Changes.
Document Description:	NASPO Master Agreement No. ADSP016-130651		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-04-07

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000117794 SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873 US Vendor Contact Phone: 304-541-4288 Extension:	Requestor Name: Andrew C Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov																				
Discount Details: <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			<div style="font-size: 48px; font-weight: bold;">22</div> <div style="font-weight: bold;">FILE LOCATION _____</div>
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

1-4-22
 Box

Purchasing Division's File Copy

Total Order Amount:	Open End
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ENTERED

PURCHASING DIVISION AUTHORIZATION
 DATE: *Tanya H. 1/3/2022*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Tolson
 DATE: *01-05-2022*
 ELECTRONIC SIGNATURE ON FILE

1/5/2022

Extended Description:

CMA COOPERATIVE AWARD (NASPO)
LAR20 - STATEWIDE CONTRACT COOPERATIVE AWARD FOR MICROSOFT LICENSING AND SERVICES

Change Order #02

Change Order No. 02 Is issued to incorporate Amendment #6 extending the Contract end date from January 7, 2022 to April 7, 2022 to align with the NASPO Master Agreement No. ADSPO-130651, per the attached documents..

All provisions of the Original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	0.000000
	Service From	Service To			

Commodity Line Description: Microsoft Licensing and Services

Extended Description:

See attached documentation



December 8, 2021

West Virginia Governor's Office of Technology
1900 Kanawha Blvd, East
Building 5, 10th Floor
Charleston, WV 25305

RE: Microsoft – LAR20 Contract Extension

Dear WWOT,

The following documents pertain to your current contract for LAR20 which is based on NASPO SVAR Master Agreement #ADSP016-130651. The NASPO SVAR contract has been extended until 04/07/2022 and supporting documentation is attached and can be found at the following url:

<https://www.naspo.valuepoint.org/portfolio/software-var-2016-2022/shi-international-corp/>


SHI is requesting the State of West Virginia process a Change Order to the LAR20 contract in order to reflect the new expiration date.

Should you have any questions, please feel free to reach out to me at the below contact info and thank you for working with SHI to provide the State of West Virginia's Microsoft Licensing.

Very Respectfully,

Summer Bailey



Summer Bailey
Account Executive – WV Public Sector SLED
Phone: 304-541-4288
Email: summer_bailey@shi.com
WV Team Inbox- WestVirginia@shi.com

	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.: Six (6)			
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 April 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 <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:  6384336583F14CD... Signature	 Signature
11/10/2021 Date	11/15/2021 Date
<u>Elisabeth Arnold, Lead Contracts Specialist</u> Printed/Typed Name and Title	<u>Rana K Schultz Statewide IT Procurement Manager</u> Printed/Typed Name and Title



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

Joshua D. Spence
Chief Information Officer

TO: Mark Atkins
Senior Buyer, Purchasing Division

FROM: Andrew Lore *AL*
WVOT Procurement Manager/ISMII, West Virginia Office of Technology

SUBJECT: CMA LAR20 Change Order 2 – Extension of LAR20 Statewide Contract
(OT22069)

DATE: December 27, 2021

The WVOT is requesting Change Order 2 to CMA LAR20 in order to extend the contract to 04/07/2022 to align with the NASPO SVAR's expiration. NASPO and SHI recently agreed to the extension, while a replacement contract was sought, and that documentation is included with this request.

Attached are the Vendor's Memo, Purchasing Affidavit, and other relevant documentation.

Please let us know if you need anything further to support this request.



Lore, Andrew C <andrew.c.lore@wv.gov>

Re: CIO Approval for the Extension of LAR20

1 message

Fout, Tara H <Tara.H.Fout@wv.gov>
To: "Lore, Andrew C" <andrew.c.lore@wv.gov>

Mon, Dec 27, 2021 at 10:26 AM

Approved.

Thanks,
Hope

On Mon, Dec 27, 2021 at 10:24 AM Lore, Andrew C <andrew.c.lore@wv.gov> wrote:

Good morning, Hope,
Can you provide CIO Approval for the extension of LAR20 to 04/07/22 in order to align with the NASPO SVAR? Thanks!

Andrew Lore

WVOT Procurement Manager/ISMII

West Virginia Office of Technology

1900 Kanawha Blvd., E.

Building 5, 10th Floor

Charleston, WV 25305

T: 304-352-4944



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Thanks,

Hope

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: SHI International Corp.

Authorized Signature:  Date: 12/20/2021

State of New Jersey

County of Somerset, to-wit:

Taken, subscribed, and sworn to before me this 20 day of December, 2021.

My Commission expires July 7, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC Anna Smith