



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 9

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1908809

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000015925

Legal Name: Software Information Resource Corp

Alias/DBA:

Total Bid: \$0.00

Response Date: 03/17/2026

Response Time: 13:27

Responded By User ID: govt@sirc.net

First Name: Ajay

Last Name: Gandhi

Email: govt@sirc.net

Phone: 2025362800

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2600000013

Published Date: 3/9/26

Close Date: 3/17/26

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 2- Maint. & Support for Agency owned Ivanti Svc

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1908809
Solicitation Description: Addendum No 2- Maint.& Support for Agency owned Ivanti Svc
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2026-03-17 13:30	SR 0231 ESR03172600000006063	1

VENDOR
 VS0000015925
 Software Information Resource Corp

Solicitation Number: CRFQ 0231 OOT2600000013
Total Bid: 0
Response Date: 2026-03-17
Response Time: 13:27:23
Comments: Thank you for the opportunity to assist. Please see attached SIRC Quote D26-J2246 for your IVANTI requirement. Feel free to contact me if you have any questions. We are a Women-Owned Small Business based in Washington DC.

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.2. Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.3. Ivanti Advantage Learning Subscription for ESM

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.2. Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.3. Ivanti Advantage Learning Subscription for ESM

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.2. Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.3. Ivanti Advantage Learning Subscription for ESM

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.2. Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Commodity Line Comments: PLEASE SEE SIRC D26-J2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SKUS.

Extended Description:

4.3. Ivanti Advantage Learning Subscription for ESM

  <p>730 24th ST NW, STE 3, Washington DC 20037-2500</p> <p>SIRC is a Women Owned Small Business</p> <p>Price Quotation</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Date:</td><td>03/17/2026</td></tr> <tr><td>Quote No:</td><td>D26-J2246</td></tr> <tr><td>Quote Expires:</td><td>03/26/2026</td></tr> <tr><td>Shipping Point:</td><td>FOB DEST</td></tr> <tr><td>Terms:</td><td>Net 30</td></tr> <tr><td>Shipping Method:</td><td>ESD</td></tr> <tr><td>Pricing:</td><td>OPEN MARKET</td></tr> <tr><td>Lead Time:</td><td>Renewal</td></tr> <tr><td>Payment Method:</td><td>EFT</td></tr> <tr><td>Discount Terms:</td><td>NONE</td></tr> <tr><td>RFQ Number:</td><td>CRFQ-0231-OOT2600000013-1</td></tr> </table>	Date:	03/17/2026	Quote No:	D26-J2246	Quote Expires:	03/26/2026	Shipping Point:	FOB DEST	Terms:	Net 30	Shipping Method:	ESD	Pricing:	OPEN MARKET	Lead Time:	Renewal	Payment Method:	EFT	Discount Terms:	NONE	RFQ Number:	CRFQ-0231-OOT2600000013-1
Date:	03/17/2026																						
Quote No:	D26-J2246																						
Quote Expires:	03/26/2026																						
Shipping Point:	FOB DEST																						
Terms:	Net 30																						
Shipping Method:	ESD																						
Pricing:	OPEN MARKET																						
Lead Time:	Renewal																						
Payment Method:	EFT																						
Discount Terms:	NONE																						
RFQ Number:	CRFQ-0231-OOT2600000013-1																						

SIRC POC	POC Email	POC TEL	Cage Code	FEIN	DUNS	UEI	URL
Yan Maraam	yan.maraan@sirc.net	202-536-2800	1PQ53	54-1727076	93-826-5865	EJMMJHYDFH6	www.sirc.net

Customer Name	Ship To Customer
WV-OFFICE OF TECHNOLOGY ATTN: Toby Welch 1900 KANAWHA BLVD E BLDG 5 10TH FLOOR CHARLESTON WV 25305 US Email: toby.l.welch@wv.gov Tel: (304) 558-8802	WV-OFFICE OF TECHNOLOGY ATTN: Toby Welch 1900 KANAWHA BLVD E BLDG 5 10TH FLOOR CHARLESTON WV 25305 US Email: toby.l.welch@wv.gov Tel: (304) 558-8802

#	Item	Item Desc	Start Date	End Date	OM GSA	Qty	U/M	Cost USD	Total USD
BASE YEAR									
1	SM-SMAMCU-C1-02	Ivanti Service Manager - Service Management Concurrent Cloud Analyst with Asset Manager Subscription 1 Year (30-99) Ivanti, Inc - SM-SMAMCU-C1-02 (TAA)	01-APR-2026	31-MAR-2027	OM	95.00	EA	\$933.43	\$88,675.85
2	TRNG-AL-ESM-S	Advantage Learning Subscription for ESM Ivanti, Inc - TRNG-AL-ESM-S (TAA)	01-APR-2026	31-MAR-2027	OM	1.00	EA	\$3,687.48	\$3,687.48
POP-TOTAL		BASE YEAR Total							\$92,363.33
OPTION YEAR 1									

3	SM-SMAMCU-C1-02	Ivanti Service Manager - Service Management Concurrent Cloud Analyst with Asset Manager Subscription 1 Year (30-99) Ivanti, Inc - SM-SMAMCU-C1-02 (TAA)	01-APR-2027	31-MAR-2028	OM	95.00	EA	\$980.10	\$93,109.50	
4	TRNG-AL-ESM-S	Advantage Learning Subscription for ESM Ivanti, Inc - TRNG-AL-ESM-S (TAA)	01-APR-2027	31-MAR-2028	OM	1.00	EA	\$3,871.85	\$3,871.85	
POP-TOTAL		OPTION YEAR 1 Total								\$96,981.35
OPTION YEAR 2										
5	SM-SMAMCU-C1-02	Ivanti Service Manager - Service Management Concurrent Cloud Analyst with Asset Manager Subscription 1 Year (30-99) Ivanti, Inc - SM-SMAMCU-C1-02 (TAA)	01-APR-2028	31-MAR-2029	OM	95.00	EA	\$1,029.10	\$97,764.50	
6	TRNG-AL-ESM-S	Advantage Learning Subscription for ESM Ivanti, Inc - TRNG-AL-ESM-S (TAA)	01-APR-2028	31-MAR-2029	OM	1.00	EA	\$4,065.45	\$4,065.45	
POP-TOTAL		OPTION YEAR 2 Total								\$101,829.95
GRAND-TOTAL		Grand Total:								\$291,174.63

Breakdown by POP

LINE#	ITEM#	ITEM_DESC	TOTAL_AMT
	2.4	POP-TOTAL BASE YEAR Total	\$92,363.33
	4.4	POP-TOTAL OPTION YEAR 1 Total	\$96,981.35
	6.4	POP-TOTAL OPTION YEAR 2 Total	\$101,829.95

Report Total: \$291,174.63

*** For better order processing, please reference D26-J2246 when issuing an Order to SIRC ***
 *** We cannot use your shipment account. Third-party shipment account will not be allowed ***

If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.

**** NOTE ****

No discounts will be provided for early payments.
 SIRC does not have an active Facility Clearance

Please note, any software provided in this quote is identified as Commercial Computer Software.

The pricing and discounts being provided in this quote is based off of a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure. Please contact your sales rep listed on the quote if any configuration changes are needed.

All items are subject to availability. We will make our best efforts to inform you as soon as possible if the goods you have ordered are not available or if shipment may be delayed.

SIRC cannot honor the pricing if quoted item becomes End of Life (EOL)

SIRC CONFIDENTIAL. SIRC is a SBA certified Women-Owned Small Business (WOSB). This is Confidential Pricing.

All maintenance and support services on this quote are quoted as prepaid annual maintenance unless otherwise explicitly specified.

Manufacturer Terms and conditions apply except where specifically contradicted by the FAR Clauses.

If you are a commercial entity, applicable sales tax will be added to the Invoice, unless you provide a Sales Tax Exemption Certificate.

Tariff may be added depending on the policies issued by Federal Government. Please reach out to SIRC before awarding to verify the Tariff cost

Option Years pricing are subject to change, but we will try our best to keep you informed

If the order comes in after PoP expiration, option year pricing may not be honored and reinstatement fees may apply. Option Year pricing is also contingent on a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure.

Manufacturer has the right to do an End-of-Life (EOL) on their products and in such situations, SIRC will not be able to honor the contract and pricing going forward.

New SKU includes use and support of both platforms.

Kindly note: A reinstatement fee will apply to any and all late renewals, please provide a renewal PO by the renewal date to be sure to complete the renewal on-time to avoid these fees.

If the customer wishes to terminate or alter the scope of their agreement or any of the products and/or services listed please let Ivanti know right away to stay within the 90-day notification window as outlined on the EULA.

This quotation, and any order placed in reference to this quotation, is governed by the Ivanti's End User License Agreement which is **attached via separate document** and can also be found here: <https://www.ivanti.com/company/legal/eula>.



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

**State of West Virginia
 Centralized Request for Quote
 Info Technology**

Proc Folder: 1908809			Reason for Modification:
Doc Description: Maintenance and support for Agency owned Ivanti Service			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-20	2026-03-10 13:30	CRFQ 0231 OOT2600000013	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 541519
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24TH ST NW STE 3
City : WASHINGTON
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Yan Maraan
Vendor Contact Phone: 202 536 2800 **Extension:** 212

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 3/17/2026

All offers subject to all terms and conditions contained in this solicitation

PLEASE SEE SIRC D26-2246 FOR
PRICING INFORMATION AND COMPLETE
LIST OF S&US

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for Maintenance and Support for its Agency owned Ivanti Service Manager per the attached documents

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US		WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US		WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US	WV		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US	WV		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E,			1900 KANAWHA BLVD E		
BLDG 5 10TH FLOOR					
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E,			1900 KANAWHA BLVD E		
BLDG 5 10TH FLOOR					
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2026-02-27

	Document Phase	Document Description	Page 8
OOT2600000013	Draft	Maintenance and support for Agency owned Ivanti Service	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PRE-BID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Friday February 27, 2026 @ 3:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ OOT2600000013

BID OPENING DATE: MARCH 10, 2026

BID OPENING TIME: 1:30 P.M.

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: 3/10/26 @ 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
Ivanti Service Manager Software Maintenance and Support (OT26024)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the maintenance and support of its already-owned Ivanti Service Manager on-prem instance. As well as concurrent licensing and training for Ivanti Neurons ITSM and ITAM. The current environment and the new environment consists of 95 Concurrent licenses

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Licenses”** means Agency’s licenses to utilize Ivanti software.

 - 2.2 “Pricing Page”** means the pages contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.

 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.
 - 3.1.** Vendor must be authorized by Ivanti to provide software maintenance and support for the Licenses and provide proof upon request.

- 4. MANDATORY REQUIREMENTS:**
 - 4.1. Software Maintenance and Support:** Vendor must provide maintenance and support for the Licenses as follows:
 - 4.1.1.** Ninety-five (95) Ivanti Service Manager Licenses
 - 4.1.1.1.** Maintenance and support must be provided for 1 year with 3 optional 1-year renewals.

REQUEST FOR QUOTATION
Ivanti Service Manager Software Maintenance and Support (OT26024)

4.1.1.2. The contract will be for the period of 1 year with a minimum of one 1 year renewal, preferably 3 1-year renewals. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.

4.1.1.3. Updates must come directly from Ivanti Support Sites and the Agency must have direct access to Ivanti Support Sites to get the updates.

4.1.1.4. Support must come directly from Ivanti, and the Agency must have direct access to Ivanti Support.

4.1.1.5. Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

4.2. Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud Subscription - Vendor must provide licensing and support for concurrent Ivanti Neurons ITSM and ITAM with the full migration from On Prem Service Manager to the Analyst Cloud

4.2.1. Must provide Ivanti Neurons ITSM and ITAM Analyst Cloud concurrently for testing, development and eventual move from on-prem Service Manager

4.2.1.1. 95 Concurrent Licenses

4.2.1.2. SKU SM-SMAMCU-C1

4.2.2. Vendor must fully configure, deploy and validate the DEV, UAT and Production environments, including integrations, workflows, security roles, and data connections

4.2.3. The contract will be for the period of 1 year with a minimum of one 1 year renewal, and 3 1-year renewals. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.

4.2.4. Updates should be provided and applied by Ivanti based on approval from the Designated West Virginia Office of Technology Technician.

4.2.5. Support must come directly from Ivanti, and the Agency must have direct access to Ivanti Support.

4.2.6. Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

4.3. Ivanti Advantage Learning Subscription for ESM - Vendor must provide access to the Ivanti Advantage Learning Subscription for Enterprise Service Management as follows

4.3.1. SKU TRNG-AL-ESM-S

REQUEST FOR QUOTATION
Ivanti Service Manager Software Maintenance and Support (OT26024)

5. CONTRACT AWARD:

5.1. Contract Award: The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on the Pricing Pages.

5.2. Pricing Page: Vendor should complete the Pricing Page by providing the information on Exhibit A and signing the page or entering pricing in OASIS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS

6. PAYMENT: Agency shall pay as shown on the Pricing Pages, for all Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. FACILITIES ACCESS: In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:

7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

7.3. Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Ivanti Service Manager Software Maintenance and Support (OT26024)

8. VENDOR DEFAULT:

8.1. The following shall be considered a vendor default under this Contract.

8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.2. Failure to comply with other specifications and requirements contained herein.

8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4. Failure to remedy deficient performance upon request.

8.2. The following remedies shall be available to Agency upon default.

8.2.1. Immediate cancellation of the Contract.

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1908809
Doc Description: Maintenance and support for Agency owned Ivanti Service
Reason for Modification:
Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-20	2026-03-10 13:30	CRFQ 0231 OOT2600000013	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 541519
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24TH ST NW STE 3
City : WASHINGTON
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Yan Maraan
Vendor Contact Phone: 202 536 2800 **Extension:** 212

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 3/17/2026

All offers subject to all terms and conditions contained in this solicitation

PLEASE SEE SIRC D26-2246 FOR
PRICING INFORMATION AND COMPLETE
LIST OF SUPPLIERS

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for Maintenance and Support for its Agency owned Ivanti Service Manager per the attached documents

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-02-27

	Document Phase	Document Description	Page
OOT2600000013	Final	Maintenance and support for Agency owned Ivanti Service	8

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1908809		Reason for Modification:	
Doc Description: Addendum No 1- Maint.& Support for Agency owned Ivanti Svc		Addendum No 1 is issued to modify the bid opening date	
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-05	2026-03-17 13:30	CRFQ 0231 OOT2600000013	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 541519
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24TH ST NW STE 3
City : WASHINGTON
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Yan Maraan
Vendor Contact Phone: 202 536 2800 **Extension:** 212

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 3/17/2026

All offers subject to all terms and conditions contained in this solicitation

PLEASE SEE SIRC D26-2246 FOR PRICING INFORMATION AND COMPLETE LIST OF S&US

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To modify the bid opening date from 3/10/26 to 3/17/26.

----no other changes----

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
 Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
 4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-02-27

	Document Phase	Document Description	Page
OOT2600000013	Final	Addendum No 1- Maint.& Support for Agency owned Ivanti Svc	8

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1908809
Doc Description: Addendum No 2- Maint.& Support for Agency owned Ivanti Svc
Reason for Modification: Addendum No 2 is issued to publish the questions and responses
Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-09	2026-03-17 13:30	CRFQ 0231 OOT2600000013	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 541519
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24TH ST NW STE 3
City : WASHINGTON
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Yan Maraan
Vendor Contact Phone: 202 536 2800 **Extension:** 212

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 3/17/2026

All offers subject to all terms and conditions contained in this solicitation

**PLEASE SEE SIRC D26-2246 FOR
PRICING INFORMATION AND COMPLETE
LIST OF S&US**

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

1) To publish a copy of vendor questions with the agency's response.

----no other changes----

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-02-27

	Document Phase	Document Description	Page
OOT2600000013	Final	Addendum No 2- Maint.& Support for Agency owned Ivanti Svc	8

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1908809
Doc Description: Maintenance and support for Agency owned Ivanti Service
Reason for Modification:
Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2026-02-20	2026-03-10 13:30	CRFQ 0231 OOT2600000013	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 541519
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24TH ST NW STE 3
City : WASHINGTON
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Yan Maraan
Vendor Contact Phone: 202 536 2800 **Extension:** 212

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 3/17/2026

All offers subject to all terms and conditions contained in this solicitation

PLEASE SEE SIRC D26-2246 FOR
PRICING INFORMATION AND
COMPLETE LIST OF SUPPLIERS

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for Maintenance and Support for its Agency owned Ivanti Service Manager per the attached documents

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-02-27

	Document Phase	Document Description	Page
OOT2600000013	Final	Maintenance and support for Agency owned Ivanti Service	8

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

**State of West Virginia
 Centralized Request for Quote
 Info Technology**

Proc Folder: 1908809	Reason for Modification: Addendum No 1 is issued to modify the bid opening date
Doc Description: Addendum No 1- Maint.& Support for Agency owned Ivanti Svc	
Proc Type: Central Contract - Fixed Amt	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-05	2026-03-17 13:30	CRFQ 0231 OOT2600000013	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 541519
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24TH ST NW STE 3
City : WASHINGTON
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Yan Maraan
Vendor Contact Phone: 202 536 2800 **Extension:** 212

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 3/1/2026

All offers subject to all terms and conditions contained in this solicitation

PLEASE SEE SIRC D26-2246 FOR PRICING INFORMATION AND COMPLETE LIST OF SERVICES

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:
 1) To modify the bid opening date from 3/10/26 to 3/17/26.
 ----no other changes----

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
 Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO	SHIP TO
-------------------	----------------

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
 4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2026-02-27

SOLICITATION NUMBER: CRFQ OOT260000013

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To modify the bid opening date from 3/10/26 to 3/17/26.

----no other changes----

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ OOT26*013

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Software Information Resource Corporation

Company

Authorized Signature

3/17/2026

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1908809			Reason for Modification: Addendum No 2 is issued to publish the questions and responses
Doc Description: Addendum No 2- Maint.& Support for Agency owned Ivanti Svc			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-09	2026-03-17 13:30	CRFQ 0231 OOT2600000013	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 541519

Vendor Name : Software Information Resource Corporation

Address :

Street : 730 24TH ST NW STE 3

City : WASHINGTON

State : DC **Country :** USA **Zip :** 20037-2500

Principal Contact : Yan Maraan

Vendor Contact Phone: 202 536 2800 **Extension:** 212

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 3/17/2026

All offers subject to all terms and conditions contained in this solicitation

PLEASE SEE SIRC D26-02246 FOR
PRICING INFORMATION AND
COMPLETE LIST OF SCS

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

1) To publish a copy of vendor questions with the agency's response.

—no other changes—

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Maintenance and Support for (95) Ivanti Serv Mgr Licenses	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ivanti Advantage Learning Subscription for ESM	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Maintenance and Support for (95) Ivanti Serv Mgr License Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US		WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US		WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ivanti Advantage Learning Subscription for ESM Yr2	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US		WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Maintenance and Support for (95) Ivanti Serv Mgr License Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US		WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ivanti Advantage Learning Subscription for ESM Yr3	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.3.Ivanti Advantage Learning Subscription for ESM

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Maintenance and Support for (95) Ivanti Serv Mgr License Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
Maintenance and Support Ninety-five (95) Ivanti Service Manager Licenses

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ivanti Neurons for ITSM and ITAM Concurrent Analyst Clo Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.2.Ivanti Neurons for ITSM and ITAM Concurrent Analyst Cloud

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ivanti Advantage Learning Subscription for ESM Yr4	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.3.Ivanti Advantage Learning Subscription for ESM

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-02-27

SOLICITATION NUMBER: CRFQ OOT2600000013
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No 2 is issued for the following reasons:

- 1) To publish a copy of vendor questions with the agency's response.

----no other changes----

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ OOT2600000013

Maintenance and Support for Agency Owned Ivanti Service

Q.1 Will you confirm if this is a net new request or a renewal? This is a renewal (it would be a net new because of the lapse in Maintenance, but there would be no reinstatement fee due to the upgrade path we have chosen)

Q.2 Can you please confirm if this is for a net new purchase or a renewal? If a renewal we will need a license key, quote number, or PO number to locate the correct account.

**Account 18 Digit ID
0011300001uiKAAAA2**

**Account Number
ACC-079074**

Yes. This is a renewal / migration of your SD on prem licenses. You will have continued use and support for your service desk licenses and also have access to the new ITSM-ITAM cloud instance.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ OOT26*013

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Software Information Resource Corporation

Company

Authorized Signature

3/17/2026

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

IVANTI END USER LICENSE AND SERVICES AGREEMENT

IMPORTANT: PLEASE READ THESE TERMS BEFORE ORDERING, INSTALLING, CONFIGURING AND/OR USING THE IVANTI SOFTWARE OR SAAS OFFERINGS. THIS DOCUMENT DESCRIBES THE RELATIONSHIP BETWEEN THE APPLICABLE IVANTI ENTITY AS DETERMINED IN ACCORDANCE WITH THIS DOCUMENT (“IVANTI”) AND YOU (EACH OF IVANTI AND YOU, A “PARTY” AND, COLLECTIVELY, THE “PARTIES”). THIS DOCUMENT ALSO MAKES REFERENCE TO ONE OR MORE ADDITIONAL DOCUMENTS WHICH ARE INCORPORATED INTO THIS DOCUMENT BY REFERENCE (“SUPPLEMENTAL TERMS”) (COLLECTIVELY WITH THIS DOCUMENT, THE “AGREEMENT”). THIS AGREEMENT WILL BECOME EFFECTIVE ON THE DATE YOU ACCEPT THE TERMS OF THIS AGREEMENT (THE “EFFECTIVE DATE”). BY INSTALLING, CONFIGURING, AND/OR USING THE SOFTWARE OR SAAS OFFERING IN ANY WAY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY OR INDIVIDUAL IDENTIFIED AS THE CUSTOMER (“YOU” OR “YOUR”) TO THIS AGREEMENT, AND ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY THE TERMS OF AND BECOME A PARTY TO THIS AGREEMENT WITH IVANTI. IVANTI DOES NOT AGREE TO ANY OTHER TERMS, INCLUDING WITHOUT LIMITATION ANY TERMS ON YOUR PURCHASE ORDERS OR INVOICES. IF YOU HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT WITH AN IVANTI ENTITY SPECIFICALLY LISTED HEREIN REGARDING THE SOFTWARE OR SAAS OFFERING (“SEPARATE AGREEMENT”), THE TERMS OF SUCH SEPARATE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT, AND THIS AGREEMENT SHALL NOT APPLY. NOTWITHSTANDING, THIS AGREEMENT WILL REPLACE AND NEGATE ANY SEPARATE WRITTEN AGREEMENT IN ITS ENTIRETY IF SUCH SEPARATE WRITTEN AGREEMENT IS BETWEEN YOU AND ANY ENTITY NOT SPECIFICALLY LISTED HEREIN AND DEFINED AS “IVANTI”.

All references to “Ivanti” shall mean the entity identified below in the same geographic region as You:

- Ivanti, Inc., a Delaware corporation, in the Americas, except Brazil, and China.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, in Brazil.
- Ivanti Software K.K., a Japanese company, in Japan.
- Ivanti International Limited, an Irish company, for Wavelink and Naurtech branded products and services in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti UK Limited, a limited company registered in England and Wales, in all other locations.

1. DEFINITIONS. Certain capitalized terms shall have the meanings set forth below in this Agreement.

a. “Affiliate” means any legal entity that controls, is controlled by or is under common control with You or Ivanti (as applicable); where ‘control’ refers to ownership of more than fifty percent (50%) of voting securities.

b. “Analyst” means an individual employed by You or who otherwise provides services (whether as an independent contractor or otherwise) to You, who has login access to manage and use the Software.

c. “Asset” means (i) any Device or other asset which has an Operating System, whether physical or virtual, that is tracked by or input into Ivanti’s asset management Software; or (ii) every physical and

virtual object (including but not limited to network devices, applications, databases, objects in the cloud, IoT, or mobile devices which are typically identified by a unique IP or MAC address, web application software and databases) that is registered, managed, and discovered by Ivanti's risk management Software as measured by overall instances which You and/or Your Affiliates use.

d. "Beta" means a version of the Software that is still in its testing phase and has not yet been released commercially.

e. "Confidential Information" means any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances documents), which is designated as "Confidential," "Proprietary" or some similar designation, or if the information should reasonably be considered confidential or proprietary due to its nature or the context of its disclosure. Confidential Information shall include any information relating to the Ivanti Products and any non-public related materials, regardless of whether or how such materials are marked. Information communicated orally shall be considered "Confidential Information" if (i) such information is identified as confidential at the time of disclosure; or (ii) by its nature or content is reasonably distinguishable as confidential to the receiving Party.

f. "Connection" means anytime (i) a Device is managed by the Software or Devices to which services are provisioned or furnished by the Software, or (ii) a link to an instance of an external system is established in the Software for the purpose of exchanging data, no matter if data is actually transferred or not.

g. "Customer Data" means any information, data, and other content, in any form or medium, that is collected, uploaded, downloaded, or otherwise received, directly or indirectly, from You or a User by or through a SaaS Offering.

h. "Device" means an electronic device, including without limitation, (a) a physical device such as a computer, handheld device, workstation, console, server, or any other electronic device; (b) a virtual machine, such as an operating environment that may be running concurrently with another operating environment on a single physical device; or (c) an electronic or virtual mailbox (e.g., a mailbox for email).

i. "Documentation" means, collectively, the official product operation instructions, release notes and user manuals provided by Ivanti for the Software, in electronic or written form, that Ivanti has made publicly available.

j. "Enrolling" or "Enrolled" means the act of manually (for example, by explicit user or administrative action) or automatically making a Device known to the Software, such that the Software subsequently has knowledge of the Device and establishes an initial management connection with the Device.

k. "Hardware" means any tangible hardware, network appliance, equipment or devices marketed and sold to You by Ivanti, including spare parts supplied by Ivanti.

l. "Invoice" means the relevant Ivanti or Reseller quotation, order and/or invoice.

- m. "Operating System" means an identifiable piece of software that runs on a physical or virtual device which controls the functions of the device and is discoverable and/or manageable over a network.
- n. "Ivanti Platform" means any hardware, network appliance, equipment or devices marketed and sold by Ivanti.
- o. "Ivanti Products" means the Software, Hardware, Support and Maintenance Services and/or Professional Services.
- p. "Professional Services" means any of Ivanti's deployment, consulting, training, and education services to be performed by Ivanti or its subcontractors to the extent identified in a statement of work signed by both Parties referencing this Agreement.
- q. "Registered Device" means a Device that has been Enrolled. A Device shall be considered a Registered Device from the time of its Enrolling, until the time the Device is explicitly marked as "removed" (also referred to as "retired", "wiped" or "deleted").
- r. "Reseller" means an Ivanti authorized reseller or distributor.
- s. "SaaS Offering" means Ivanti's provision of the Software under a Subscription License and as a hosted service under this Agreement.
- t. "Server" means an electronic device that has a server Operating System (e.g., Windows Server, Linux, UNIX, etc.) with the ability to install and run additional applications, but does not include devices that run hardened versions of an Operating System that do not allow for the installation of software or applications (e.g., network switch, firewall, load balancer, etc.).
- u. "Software" means the object code form of the Ivanti proprietary software product(s) made available by Ivanti under this Agreement, whether on premise or as a SaaS Offering, and includes any accompanying components, files, modules, audio-visual content, activation keys, Documentation, Updates, and Upgrades to which You are entitled hereunder.
- v. "Support and Maintenance Services" means those technical support and maintenance services for the Software made available by Ivanti under this Agreement.
- w. "Updates" means any updates, minor enhancements, corrections, bug fixes, patches or functions added to or removed from the Software but shall not include any new software or functionality that Ivanti markets and sells separately.
- x. "Upgrades" means major releases of a product that replace a prior version of that product.
- y. "User" means an individual employed by or who otherwise provides services (whether as an independent contractor or otherwise) to You who is supported with or uses the Software.
- z. "Version" means one or more releases of the Software with a common release naming convention.

2. GRANT OF LICENSE.

a. Software License. Subject to the terms and conditions of this Agreement and in accordance with the applicable Documentation and the License Type, License Model, Version and quantities of licenses purchased and paid for by You, Ivanti hereby grants You (as applicable) (i) a limited right to access and use the SaaS Offering, (ii) a non-exclusive, non-transferable, non-sublicensable license (except as set forth within this Agreement) to use the Software, and/or (iii) a limited right to maintain one (1) backup, unmodified copy of the Software for archival purposes.

Users shall use and/or access the Software solely on behalf of and for the benefit of You or Your applicable Affiliates and in accordance with the license purchased and the terms of this Agreement. You shall be responsible for all acts and omissions committed by any Users and any actions by such Users that would be a breach of this Agreement, if taken by You, shall be deemed a breach of this Agreement. You agree that Your purchase of the Software is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Ivanti with respect to future functionality or features.

b. License Type. Ivanti provides the Software under two (2) general license types (the “License Types”):

(i) “Perpetual License”. A license to use the Software that is not time-limited when used in accordance with the terms of this Agreement.

(ii) “Subscription License”. A time-limited license to use the Software that expires at the end of a specified period. Software licensed under a Subscription License may contain disabling code to automatically disable itself upon the expiration of the subscription term. If You wish to terminate or alter the scope of this Agreement, an Invoice or any Ivanti Products You have purchased, including any Subscription Licenses or Support and Maintenance Services, You must provide Ivanti at least ninety (90) days’ notice prior to the end of the Initial Term or any Renewal Term.

c. License Model. Within the License Types, Ivanti offers the following fifteen (15) license models (the “License Models”):

(i) “User-Based”. Under the User-Based model, the Software may be used by a specific User on any number of that User’s Devices, unless otherwise limited in the Invoice. You may not transfer a license from one User to another User more than once every thirty (30) days. A license is required for each User.

(ii) “Named User”. Under the Named User model, a Named User is a single User authorized by You to access or use the Software, regardless of whether or not the individual is using the Software. You may not transfer a license from one Named User to another Named User more than once every thirty (30) days. A license is required for each Named User.

(iii) “Named End User”. Under the Named End User model, which only applies to Ivanti Neurons for HR and Ivanti Neurons for Facilities, a Named End User is a single User that is authorized to access and/or use the Software in a self-service function to consume services, report issues, or use other tools within the Software, regardless of whether or not the individual actually uses the Software. You may not transfer a license from one Named End User to another Named End User more than once every thirty (30) days. A license is required for each Named End User.

- (iv) “Concurrent User”. Under the Concurrent User model, licenses are required for the maximum number of simultaneous Users authorized by You to access or use the Software at any given moment during the previous thirty (30) days (each a “Concurrent User”), regardless of the number of connections used by a User. A license is required for each Concurrent User.
- (v) “Named Analyst”. Under the Named Analyst model, a Named Analyst is a single Analyst authorized by You, who is assigned a dedicated license to access or use the Software, regardless of whether or not the individual is using the Software. A Named Analyst license cannot be shared across multiple Analysts simultaneously and may not be transferred from one Analyst to another Analyst more than once every thirty (30) days. A license is required for each Named Analyst.
- (vi) “Concurrent Analyst”. Under the Concurrent Analyst model, licenses are required for the maximum number of simultaneous Analysts authorized by You to access or use the Software at any given moment during the previous thirty (30) days (each a “Concurrent Analyst”), regardless of the number of sessions used by that individual. A license is required for each Concurrent Analyst.
- (vii) “Device-Based”. Under the Device-Based model, licenses are required for each Registered Device or each Device on which the Software is deployed, whether physical or virtual. You may not transfer a license from one Device to another Device, whether physical or virtual, more than once every thirty (30) days.
- (viii) “Device-Limited”. Under the Device-Limited model, licenses are required for each Device on which the Software is deployed. A license may only be transferred from one Device to another Device of the same make and model in the event of accidental destruction.
- (ix) “Server-Based”. Under the Server-Based model, licenses are required for each Server (i) that is tracked, supported or managed by the Software; or (ii) on which the Software is deployed, whether physical or virtual. You may not transfer a license from one Server to another Server, whether physical or virtual, more than once every thirty (30) days.
- (x) “Ivanti Neurons Device”. Under the Ivanti Neurons Device model, licenses are required for each (i) Registered Device and/or (ii) each Device with a supported Operating System that is tracked, supported or managed by the Software, whether physical or virtual. You may not transfer a license from one Device to another Device, whether physical or virtual, more than once every thirty (30) days.
- (xi) “Asset-Based”. Under the Asset-Based model, licenses are required for each Asset, whether physical or virtual, which is tracked by or input into the Software. You may not transfer a license from one Asset to another Asset, whether physical or virtual, more than once every thirty (30) days.
- (xii) “Concurrent Connection”. Under the Concurrent Connection model, licenses are required for the maximum number of simultaneous Connections to the Software at any given moment during the previous thirty (30) days (each a “Concurrent Connection”), regardless of the number of individuals creating the Connections. A license is required for each Concurrent Connection.
- (xiii) “Throughput”. Under the Throughput model, Throughput is determined by the total amount of data which is passed through or is processed by the Software, and Your access and ability to utilize the Software is limited by the amount of Throughput You purchase.

(xiv) "Management". Under the Management model, a license is required for each Device or Ivanti Platform managed by the Software. You may not transfer a license from one Device or Ivanti Platform to another Device or Ivanti Platform more than once every thirty (30) days.

(xv) "Per Instance". Under the Per Instance model, a license is required for each specific realization of the Software used to implement the Ivanti product(s), and each implementation is referred to as an "Instance".

d. Entitlement. The Invoice shall set forth the License Type, License Model, and the means of provisioning of the Software which You are purchasing.

e. Evaluation, Community or Beta. If the Software is offered to You as an evaluation, trial, Beta or community edition license, then You are granted a limited, non-exclusive, non-sublicensable, non-transferrable license to use such licenses solely on a trial use basis to, notwithstanding any contrary provision in this Agreement, use the Software only for internal demonstration, test or evaluation purposes in a non-production environment (except as otherwise allowed for herein or permitted by Ivanti in writing), and for the period specified on the software license key (if not indicated, this period will be forty-five (45) days from delivery) following which, unless the Software automatically disables itself, You are required to immediately remove and destroy all copies of the Software, including all backup copies. Further, Ivanti may terminate Your right to access or use any evaluation, trial, Beta or community edition licenses of the Software at any time and without prior notice. You acknowledge that Ivanti is not obligated to permit further use of the Software past the expiration date and that You have no right to Support and Maintenance Services with any such evaluation licenses. Notwithstanding anything to the contrary, a community edition license may be used in a production environment, but You agree and understand that You assume all risks and liabilities for any such usage in a production environment. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT THE EVALUATION, TRIAL, BETA, OR COMMUNITY EDITION SOFTWARE IS PROVIDED "AS-IS" WITHOUT SUPPORT OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Save for death and personal injury caused by IVANTI'S negligence, IVANTI shall have no liability of any kind in any circumstances whatsoever to YOU in respect of ANY SUCH EVALUATION, TRIAL, BETA, OR COMMUNITY EDITION Software. In particular, IVANTI shall have no liability in any circumstances whatsoever for any data loss or corruption and YOU agree that YOU HAVE sole responsibility for protecting YOUR data during YOUR USE OF AND ACCESS TO the EVALUATION, TRIAL, BETA, OR COMMUNITY EDITION LICENSES OF THE Software.

f. Operating System. If You have a license to the Software which is loaded on a Ivanti Platform that You have purchased, the operating system software installed on the Ivanti Platform, along with the Software, may only be used on said Ivanti Platform and may not be installed or used on any other appliance. In the event You sell or otherwise transfer an Ivanti Platform, You understand that Your license to use the operating system software installed on the Ivanti Platform, along with the Software, will terminate even if such licenses are Perpetual Licenses.

3. SAAS OFFERINGS.

a. SaaS Offering Supplemental Terms. If You purchase a SaaS Offering, as identified in the Invoice as a SaaS or cloud offering, then You agree and are subject to the terms and conditions contained in this Agreement and Ivanti's then-current Supplemental Terms for the SaaS Offering found at <https://www.ivanti.com/company/legal/saas>, which is incorporated herein by reference.

b. Reinstatement Fee. If You purchase a SaaS Offering and at the end of the Initial Term or a Renewal Term and choose to change any portion of a SaaS Offering to an on-premise Perpetual License, then Ivanti may assess You with a one (1) time reinstatement fee equal to ten percent (10%) of the cost assessed to You for the SaaS Offering in the Invoice.

4. RESTRICTIONS. The Software is licensed, not sold. You may not use the Software for any purpose beyond the scope of the licenses granted in this Agreement, and all other rights are reserved by Ivanti or its suppliers. Without limiting the generality of the foregoing and except as expressly permitted in this Agreement, You will not and will not permit any User or third party to: (a) authorize or permit access to or use of the Software by persons other than Users or Analysts; (b) assign, sublicense, distribute, sell, lease, rent, novate or otherwise transfer or convey the Software, or Documentation to any third party without Ivanti's prior written consent, except as set forth in the assignment provision in this Agreement; (c) disclose the software license key to the Software to any third party; (d) use the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity (e) pledge as security or otherwise encumber the rights granted under this Agreement; (f) modify, adapt or create any derivative works of the Software (or any component thereof) or the Documentation; (g) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Software except and only to the extent: (i) that applicable law expressly permits such actions despite this limitation; or (ii) such actions are required to debug changes to any third party open source software libraries linked to by the Software; (h) use the Software as a service provider or application service provider for third parties; (i) circumvent or attempt to circumvent any technical restrictions in the Software; (j) remove, alter or obscure any proprietary notices or legends from the Software or any copies thereof; (k) violate Ivanti's Acceptable Use Policy located at <https://www.ivanti.com/company/legal>, which is incorporated herein by reference; (l) employ or authorize a competitor of Ivanti to use or view the Software or Documentation without the prior written consent of Ivanti; (m) perform any "mirroring" or "framing" of any part of the Software, or create internet links to the Software which include log-in information, user names, passwords, and/or secure cookies without Ivanti's prior written consent; (n) use the Software for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without Ivanti's prior written consent; or (o) detach or separate any libraries, files, modules or other components embedded within the Software even if any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software (except to the extent that a documented feature of the Software product is implemented by doing so).

To the extent that any applicable mandatory laws give You the right to perform any of the aforementioned activities without the consent of Ivanti to gain certain information about the Software, You hereby agree that, before You exercise any such rights, You shall first request such information from Ivanti in writing detailing the purpose for which You need the information. Only if and after Ivanti, at its sole discretion, denies Your request, shall You exercise Your statutory rights.

5. TITLE. Ivanti and its licensors (if any) retain all rights, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights, in and to the Software and Ivanti expressly reserves all rights not expressly granted under this Agreement. You hereby agree that the title and ownership to any intellectual property rights under this Agreement shall not transfer and/or pass to You. As between You and Ivanti, You retain all right, title and interest in and to

the Customer Data. Ivanti acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement.

6. SUPPORT AND MAINTENANCE SERVICES. Standard Support and Maintenance Services, Updates and Upgrades are included in the price of the Software if it is purchased as a Subscription License or a SaaS Offering. Ivanti reserves the right to determine how and when to develop and apply any Updates or Upgrades to any SaaS Offering. You may purchase or upgrade Support and Maintenance Services for the Software separately. Except as set forth herein, You have no rights to any Updates or Upgrades unless You purchase Support and Maintenance Services for the Software. If You purchase Support and Maintenance Services for the Software, You are required to purchase and maintain such Support and Maintenance Services for all licenses of the Software and cannot purchase Support and Maintenance Services for a subset or partial set of licenses of the Software. All Support and Maintenance Services are subject to Ivanti's then-current Supplemental Terms for the Support and Maintenance Services found at <https://www.ivanti.com/company/legal/support-terms> and the relevant end-of-life policies found at <https://forums.ivanti.com/s/end-of-life>, which are incorporated herein by reference.

a. Exceptions. Ivanti shall be under no obligation to furnish Support and Maintenance Services for any Software and/or Hardware to the extent that such Support and Maintenance Services are necessary or desired as a result of: (i) the operation of the Software and/or Hardware in environmental conditions or configurations outside those described in the Documentation; (ii) Your failure to upgrade or update the Software and/or Hardware within a supported version as specified at: <https://forums.ivanti.com/s/end-of-life>, or to maintain the Software and/or Hardware in accordance with the standards described in the Documentation or as specified in any Support and Maintenance Services You receive from Ivanti; (iii) actions of any third party other than Ivanti or a third party authorized by Ivanti; and (iv) causes unrelated to the Software and/or Hardware as delivered to You by Ivanti, including without limitation, unauthorized modifications to the Software and/or Hardware, made by You or by a third party on Your behalf.

b. Reinstatement. If You terminate or allow Support and Maintenance Services to lapse or expire (whether for Perpetual Licenses or as a part of Subscription Licenses) and You choose to reactivate Support and Maintenance Services, Ivanti shall invoice and You agree to pay for (i) a fee equal to the total Support and Maintenance Services fees retroactive to the date of lapse or termination; (ii) a reinstatement fee; and (iii) a fee for the then-commencing Support and Maintenance Services term.

7. PROFESSIONAL SERVICES AND TRAINING.

a. Statement of Work. You may engage Ivanti to provide certain Professional Services pursuant to a statement of work or similar document, whether in print or online, which describes the tasks or services to be provided ("SOW"). Each SOW shall incorporate this Agreement by reference, be governed by and subject to the terms and conditions of this Agreement, and in the event of any conflict or inconsistency between this Agreement and the SOW, this Agreement shall take precedence.

b. Customer Cooperation. You shall provide Ivanti with all necessary cooperation, information and support that may reasonably be required by Ivanti for the performance of the Professional Services and You shall perform all obligations as specified in the SOW.

c. Postponing and Rescheduling. Unless otherwise agreed by both Parties in writing, You may not postpone or reschedule a Professional Services project fewer than ten (10) business days prior to the start date of a project. In the event You do postpone or reschedule a Professional Services project with fewer than ten (10) days' notice, Ivanti will provide You with a written notice reminding You of this requirement. For all subsequent requests made by You to postpone or reschedule a Professional Services project, Ivanti shall have the right, in Ivanti's sole discretion, (i) to cancel and reschedule all scheduled Professional Services for the project, and/or (ii) to invoice You for all resulting costs of the cancellation. Any such cancellation or rescheduling shall result in delays to project timelines, milestones and deliverable dates and an extension to the project. Ivanti shall not be liable for any delays caused by such cancellations and rescheduling of Professional Services projects.

d. Implementation Practices. Ivanti uses, develops, and refines processes, procedures, best practices, computer software code, general knowledge, skills, experience, ideas, know-how, and implementation techniques (collectively, "Implementation Practices") by providing implementation and configuration services to many customers. You benefit from those Implementation Practices and agree that Ivanti owns and is free to use the Implementation Practices in its sole discretion, including Implementation Practices developed or refined in the course of providing Professional Services to You, so long as the Implementation Practices do not include the use of or reference to Your Confidential Information (as defined below). Ivanti grants You a non-exclusive, non-transferable, royalty-free, perpetual, and limited license to use the Implementation Practices within Your organization, for the purpose for which the Professional Services were provided. In the event that the Professional Services involve Ivanti software products licensed to You under a separate license agreement, only the terms set out in such separate license agreement shall apply in respect to each such Ivanti software product. For the avoidance of doubt, all materials provided by You to Ivanti in connection with the Professional Services shall remain Your property.

e. On-Site Services. As it relates to Ivanti's outcome-based, prepaid Professional Services packages, the amount of time that Ivanti will be on-site at Your location for Professional Services is subject to the Ivanti project manager's discretion. If You require that Ivanti be on-site for more time than advised by the Ivanti project manager for an outcome-based, prepaid Professional Services package, then Ivanti will only provide the on-site Professional Services after providing You with a quote and receiving a purchase order from You for the additional cost of the on-site Professional Services.

f. Training Courses. You may also purchase training from the Ivanti Advantage Learning. Payment for training courses is managed through the purchase of an individual license (1 User) or enterprise license (10 Users). Private training courses may be purchased as well. Cancellation fees are due for customer cancelled onsite private training courses at a rate of fifty percent (50%) of the course fee if cancelled within one (1) week of the start of the course, or one hundred percent (100%) of the course fee if the course is not attended or if notice of cancellation is given less than one (1) week before the start of the course. All Ivanti Advantage Learning courses and offerings are subject to Ivanti's then-current terms of use for Ivanti Advantage Learning found at <https://www.ivanti.com/company/legal/terms-of-use-ivanti-advantage-learning>. Orders for Ivanti Advantage Learning training courses and Professional Services expire if not used within one (1) year from the date of order.

8. PAYMENT. You agree to pay, without setoff or deduction, the amounts set forth in the Invoice. Fees for any Support and Maintenance Services shall be paid in advance of the relevant term covered. Renewal fees are due on or before the annual renewal date. Fees for the Software purchased as a Subscription License or a SaaS Offering shall be paid for either i) as a lump sum for the entire Initial Term or Renewal Term at the time of purchase, or ii) according to the payment schedule for the Initial Term or Renewal Term set forth in the Invoice. Support and Maintenance Services are offered on an annual basis and must be renewed prior to the expiration of the then-applicable Support and Maintenance Services term. If payment for Support and Maintenance Services for a Renewal Term is not received prior to the expiration date of the existing term, Ivanti reserves the right to suspend access to Support and Maintenance Services until payment is received.

Ivanti will provide the Professional Services as set forth on the applicable quote. Professional Services shall be delivered on either (a) a prepaid basis which will be invoiced upon receipt of a purchase order, or (b) a time and materials basis which will be invoiced monthly as the Professional Services are performed. In the event the Professional Services are performed on-site (and are not included in the price of the outcome-based, prepaid Professional Services package), Ivanti will quote and invoice You a fixed daily rate to cover all of Ivanti's travel and accommodation expenses.

Unless otherwise agreed, all such fees shall be due and payable within thirty (30) days from the date of the Invoice in U.S. Dollars, Euros, or British Pound Sterling, depending on the local currency of the contracting Ivanti entity or Reseller, or as otherwise indicated in the Invoice. A hard copy purchase order number and VAT ID (where applicable) must be provided with all orders.

If You fail to make a payment when due, You agree that Ivanti may charge interest at the lesser of a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, which interest will accumulate on the outstanding balance on a daily basis until paid in full. You agree to reimburse Ivanti for all reasonable costs, including legal fees and related costs, Ivanti incurs in collecting any late payments and interest. Ivanti will be entitled to terminate all licenses, and services provided hereunder upon thirty (30) days prior written notice to You if You fail to pay any required fees when due. If You fail to pay undisputed amounts in accordance with the terms and conditions of this Agreement for any SaaS Offering, Ivanti shall have the right, in addition to any of its other rights or remedies, to suspend Your access to the SaaS Offering, without liability to You until such amounts are paid in full.

Except as expressly provided otherwise in this Agreement or a relevant SOW, all payments by You (whether to Ivanti or a Reseller) are nonrefundable and not available for credit for the purchase of other Software.

If You dispute any fees, taxes, or other charges billed by a Reseller or Ivanti under this Agreement, You must notify Ivanti, in writing, of the disputed amount and any relevant information regarding the circumstances of the dispute. Ivanti shall acknowledge receipt of the disputed information in writing to You. All Parties agree to work cooperatively to resolve any such disputed amounts. If You fail to provide Ivanti with a notice of such a disputed amount within twenty (20) business days following receipt of the Invoice for such disputed charge, then such amount is deemed undisputed and due.

All prices exclude value-added tax, sales tax, and any other applicable tax, unless expressly stated otherwise. In the event that any withholding, sales, value-added, use or other taxes or government fees, assessments or charges are payable because of this Agreement, then You agree to pay all such taxes,

fees, assessments, and charges in addition to all other payments. If Ivanti is required to make any such payments, You agree to reimburse Ivanti for such payments promptly upon notice.

If You are purchasing Ivanti Products through a Reseller, then the payment terms and associated payment obligations herein do not apply to You to the extent of such purchase(s), instead Your payment terms and obligations with the Reseller would apply to any such purchase(s).

9. CONFIDENTIALITY. Each Party shall keep confidential, and not disclose to any third party (except each Party's respective employees or staff members or as maybe required by law or any legal or regulatory authority) any Confidential Information which may be provided in connection with this Agreement. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving Party to be confidential.

Notwithstanding anything to the contrary, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing Party; (b) becomes publicly known after disclosure by the disclosing party to the receiving Party through no action or inaction of the receiving Party; (c) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party (as shown by the receiving Party's files and records) prior to the time of disclosure; (d) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information (as shown by documents and other competent evidence in the receiving Party's possession).

Notwithstanding the obligations set forth above, the receiving Party may disclose the Confidential Information of the disclosing Party to the limited extent such disclosure is required by law (this includes (i) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; (ii) the rules of any listing authority or stock exchange on which its shares are listed; or (iii) the laws or regulations of any country to which its affairs are subject) to be disclosed by the receiving Party.

Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees, consultants, contractors, or agents who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees, consultants, contractors, or agents. The receiving Party shall remain liable for any non-compliance of such employee, consultant, contractor, or agent with the terms of this Agreement. Notwithstanding the foregoing, if You purchase the products and services under this Agreement from a Reseller, each Party may disclose the terms of this Agreement and any Invoice to such Reseller, subject to conditions of confidentiality.

10. INDEMNIFICATION.

a. Defense of Infringement Claims. Ivanti will, at its expense, either defend You from or settle any claim, proceeding, or suit brought by a third party against You alleging that Your use of the Software

infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right ("Infringement Claim"). You must (i) give Ivanti prompt written notice of the Infringement Claim; (ii) grant Ivanti full and complete control over the defense and settlement of the Infringement Claim; (iii) provide assistance in connection with the defense and settlement of the Infringement Claim as Ivanti may reasonably request; (iv) comply with any settlement or court order made in connection with the Infringement Claim; and (v) not make any admission of liability, agreement or compromise in relation to the Infringement Claim nor defend or settle any Infringement Claim without Ivanti's prior written consent. You may participate in the defense of the Infringement Claim at Your own expense and with counsel of Your own choosing, subject to Ivanti's sole control over the defense and settlement of the Infringement Claim as provided above.

b. Indemnification of Infringement Claims. Ivanti will indemnify You and Your Affiliates from and pay: (i) all damages, costs, and reasonable attorneys' fees finally awarded against You and Your Affiliates in any Infringement Claim; (ii) all out-of-pocket costs, including reasonable attorneys' fees incurred by You in connection with the defense of an Infringement Claim (other than attorneys' fees and costs incurred without Ivanti's consent after Ivanti has accepted defense of the Infringement Claim and expenses incurred pursuant to the last sentence of the prior section); and (iii) all amounts that Ivanti agrees to pay to any third party to settle any Infringement Claim.

c. Exclusions from Obligations. Ivanti has no obligation to indemnify You for any Infringement Claim to the extent that it arises out of or is based upon (i) Your use of the Software in combination with third-party products or services not authorized by Ivanti or the Documentation; (ii) any aspect of the Software configured specifically for You to comply with designs, requirements, or specifications required by or provided by or on Your behalf; (iii) use of the Software by You, any User, any Analyst, or any third party outside the scope of the rights granted in this Agreement; (iv) failure of You, any User, any Analyst, or any third party to use the Software in accordance with the Documentation or any instructions provided by Ivanti; (v) failure of You to use the most recent version of the Software (including any Updates or Upgrades provided to You by Ivanti) if use of the most recent version of the Software is required to avoid the Infringement Claim; or (vi) any unauthorized modification of the Software or SaaS Offering.

d. Infringement Remedies. In the defense or settlement of any Infringement Claim, Ivanti may, at its sole option and expense: (i) procure for You a license to continue using the Software or SaaS Offering; (ii) replace or modify the allegedly infringing technology to avoid the infringement; or (iii) if the foregoing options are not commercially feasible in Ivanti's sole judgment, refund any prepaid, unused Subscription License or Support and Maintenance Services fees as of the date of termination or Perpetual License fees depreciated on a straight line basis over thirty-six (36) months. The foregoing states Ivanti's sole and exclusive liability, and Your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Software or SaaS Offering.

e. Ivanti Indemnitees. You agree to hold harmless, indemnify, or at Your option, settle, any third party claim, suit or proceeding brought against Ivanti, its Affiliates and their respective employees, officers and directors ("Ivanti Indemnitee(s)") arising out of (i) Your unauthorized use of the Software and related services; (ii) Ivanti's compliance with Your designs, specifications or instructions; (iii) Your unauthorized modification of the Software or SaaS Offering; and (iv) Your instructions or Your failure to

comply with the obligations as set forth in Section 15(c) of this Agreement and the DPA, and You shall pay all third party costs and damages awarded in judgment of such claim or agreed to in settlement of such claim between You and such third party; provided that Ivanti Indemnitee(s): (a) provide You with prompt notification of the claim, such that You are not prejudiced by any delay in such notification; and (b) provide reasonable assistance in connection with the defense or settlement, at Your expense.

11. LIMITED WARRANTY AND DISCLAIMER.

a. Limited Warranty. Ivanti warrants that: (i) for a period of ninety (90) days from the date of purchase, the Software will perform substantially in accordance with the Documentation, (ii) for the duration of the applicable subscription term to the SaaS Offering, the SaaS Offering will perform substantially in accordance with the Documentation, and (iii) the Support and Maintenance Services and Professional Services will be provided in a professional and workmanlike manner. If the Support and Maintenance Services or Professional Services are not provided in a workmanlike manner, You have a period of thirty (30) days from delivery to provide written notice of Your warranty claim.

b. Exclusions. The limited warranties outlined above will not apply unless: (i) the Software has been properly installed and used at all times in accordance with the Documentation; and (ii) no unauthorized modification, deletion or addition has been made to the Ivanti Products. Ivanti disclaims all warranty claims and any liability that may arise if and to the extent that the warranty claims and liability are caused by the acts of a third party that has provided support services, consulting services and/or professional services of any kind without Ivanti's approval.

c. Exclusive Remedy. Ivanti and its Resellers' entire liability and Your exclusive remedy under this warranty will be, at the sole option of Ivanti and subject to applicable law, (i) to repair or replace the Software, the SaaS Offering, Support and Maintenance Services and/or Professional Services to perform per the warranty within a reasonable time, (ii) to refund, on a pro-rated basis, the fees paid for the nonconforming Subscription License or Support and Maintenance Services and terminate this Agreement and Your right to access and use the Subscription License and/or Support and Maintenance Services, or (iii) to refund the fees paid for the nonconforming Perpetual License and/or Professional Services and terminate this Agreement and Your right to access and use the Perpetual Licenses of the Software and/or Professional Services (subject to You deleting all copies of the Software within Your possession and control and certifying in writing to Ivanti that You have done so).

d. Third Party Products. As a convenience to You, Ivanti resells certain products that are owned by third parties and are not licensed by Ivanti ("Resale Products"). Resale Products are not included as part of the Software, are not required or necessary for use of the Software and will be identified on the Invoice as Resale Products. Any Resale Products provided by Ivanti are provided pursuant to the terms of the applicable third-party agreement, and Your use of any such Resale Products constitutes agreement to comply with the terms of the applicable third-party agreement. Ivanti assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Resale Products. All Resale Products are provided with the third party's warranty and without any additional warranty of any kind, whether express or implied. If support and maintenance is offered for a specific Resale Product and You purchase directly from Ivanti, Ivanti shall distribute the applicable Resale Product error correction, update, upgrade, and other release provided to Ivanti by the third-party licensor.

e. Third Party Services. The Software may contain features designed to interface with applications or services provided or made available by third parties that are not In-Licensed Materials (each a "Third Party Service"; collectively the "Third-Party Services"). In order to use a feature in connection with a Third-Party Service, You must have a subscription or license from the provider of the relevant Third-Party Service. If the Third-Party Services are no longer available or if the applicable third-party provider no longer allows the Third-Party Services to interface with the Software (for whatever reason), then such features will no longer be available or function in the Software and You will not be entitled to any refund, credit, or other compensation from Ivanti or the provider of the applicable Third-Party Service. Ivanti hereby disclaims all warranties, indemnities, obligations, and other liabilities in connection with any interface or integration with the Third-Party Service. Further, Ivanti disclaims all warranties, indemnities, obligations, and other liabilities in connection with any Third-Party Service.

f. Disclaimer. Except for the limited warranties above or as required by applicable law, Ivanti provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Ivanti Products that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION. Further, the Ivanti Products are not designed, manufactured, or intended for use or distribution with any equipment, the failure of which could lead directly to death, personal injury, or severe physical or environmental damage.

12. LIMITATION OF LIABILITY. Subject to Section 12.d (Exclusions), Section 12.e (Exceptions) and Section 12.f (Applicability), each Party's liability to the other Party for the Ivanti Product(s) provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

a. Perpetual Licenses. For each Ivanti Product provided under a Perpetual License, each Party's maximum, aggregate liability is the amount You paid for the applicable licenses.

b. Subscriptions. For each Ivanti Product provided under a Subscription License and Support and Maintenance Services, each Party's maximum, aggregate liability is the total amount of subscription fees You paid to use the applicable Ivanti Product during the twelve (12) months preceding the most recent incident giving rise to the claim(s).

c. Professional Services. For Professional Services, each Party's maximum, aggregate liability is the amount You paid for the applicable Professional Services.

d. Exclusions. In no event will either Party be liable for indirect, incidental, special, punitive, or consequential damages; loss of income, revenue, opportunity, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of goodwill, loss of data, loss of business information, or interruption of business, however caused or on any theory of liability.

e. Exceptions. No limitations or exclusions under this Agreement will apply to liability arising out of: (i) Your obligations to pay fees pursuant to Section 8 (Payment); (ii) Your violation of Section 4 (Restrictions); or (iii) Ivanti's indemnification obligations under Section 10 (Indemnification).

f. Applicability. To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Section (Limitation of Liability) apply to all claims and damages under or relating to this Agreement or the Ivanti Products provided hereunder, including, without limitation,

breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages. The Parties acknowledge that the fees reflect this allocation of risk. The Software is not designed or intended for use in mission critical applications in which the failure of the Software could cause substantial property damage, personal injury, or death. Ivanti disclaims any liability for use of the Software in any such mission critical applications.

13. TERM AND TERMINATION.

a. Term. The term of this Agreement will be the period specified in the Invoice(s), or if no period is specified, as otherwise agreed upon or until the Agreement is terminated (the "Initial Term"). At the end of the Initial Term, this Agreement and the Ivanti Products found in all applicable Invoices will automatically renew for additional terms of one (1) year or as otherwise agreed to by the Parties (each a "Renewal Term"). Either Party may terminate this Agreement or any Invoice at the end of the Initial Term or any Renewal Term (as measured from the Effective Date) on ninety (90) days' prior notice to the other Party.

b. Termination for Cause. Either Party may terminate this Agreement in the event that the other Party (i) materially breaches this Agreement and the breaching Party fails to remedy such breach (if such breach is capable of remedy) within thirty (30) days from the other Party's written notice or (ii) becomes insolvent or bankrupt, is liquidated or is dissolved, or ceases substantially all of its business activities. In the event of any such termination by You under this Section 13.b., You shall be entitled to a refund for any unused and prepaid fees as of the date of termination.

c. Early Termination. If You terminate the Agreement or any Invoice before the end of the Initial Term or Renewal Term for any reason other than a material breach of the Agreement by Ivanti, then Ivanti will invoice You for all unpaid fees for the remainder of the Initial Term or Renewal Term ("Termination Fees"). Additionally, Ivanti will invoice You for any upcoming renewal fees if You do not provide Ivanti with written notice of Your intent to terminate the Agreement or any Invoice at least ninety (90) days prior to the end of the Initial Term or a Renewal Term ("Renewal Fees"). In the event of any such termination by You under this Section 13.c., You shall not be entitled to any refund or credit for any unused fees.

d. Effect of Termination. Upon termination of this Agreement, all rights granted herein will terminate and You must immediately remove and destroy all copies of the Software, including all backup copies (except for Perpetual Licenses in the event You terminate for cause under Section 13.b). Any obligations to pay fees or expenses, including any applicable Termination Fees and/or Renewal Fees, incurred prior to or at the time of termination shall survive termination.

14. AUDIT.

a. On Premise Software. As it relates to Your purchase of Perpetual Licenses or Subscription Licenses that are deployed on-premise or otherwise not hosted by Ivanti, You agree to maintain accurate and complete records regarding Your use of such Software ("Records") and understand that the Software may gather and communicate telemetry data to Ivanti. Further, You shall provide such records to Ivanti, upon request, any time during the term of this Agreement and for two (2) years after the later of (i) termination of the Agreement or Support and Maintenance Services for the applicable Software, or (ii)

installation of the Software Ivanti has the right to remotely audit the Records and Your use of the Software to verify that Your use of the Software is in compliance with this Agreement. Within thirty (30) days of written request by Ivanti, You shall provide Ivanti with the Records and/or permit Ivanti (or such persons appointed by Ivanti) to conduct a remote audit of Your use of the Software using such tools and/or software approved by You and available to Ivanti from time to time. Ivanti may only conduct an audit once per calendar year and all such audits shall take place during normal business hours, upon reasonable prior notice and will not unreasonably interfere with Your day-to-day operations. You agree not to (i) delete or remove distributed licenses or (ii) receive a transfer of licenses from Your managed service provider (if any) to ensure You are in compliance in anticipation of or during an audit. The aforementioned limit on the number of audits that can be performed in a calendar year shall not apply if any such misconduct is discovered or reasonably suspected by Ivanti. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, You shall promptly pay Ivanti at the then-current list price as follows: (i) for Subscription Licenses You shall pay for all Subscription Licenses of the Software needed to become compliant for (y) the current term (if applicable), and (z) for the previous period of over usage, up to three (3) years; and/ or (ii) for Perpetual Licenses You shall pay for (x) all Perpetual Licenses of the Software needed to become compliant, (y) Support and Maintenance Services for the current term (if applicable), and (z) Support and Maintenance Services for the period of over usage, up to three (3) years. If any such underpayment is more than five percent (5%) of the amounts paid or payable by You for the audited period, You shall, in addition to paying for Your overuse of the Software as outlined above, promptly reimburse Ivanti for the reasonable costs of the audit.

b. SaaS Offering. As it relates to Your purchase of a SaaS Offering, You agree Ivanti has the right to continuously monitor Your access and usage of the SaaS Offering. In the event Ivanti discovers any access or usage that is not in compliance with this Agreement, Ivanti may initiate a remote audit to determine the reason for the non-compliance. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, You shall promptly pay Ivanti at the then-current list price for the Subscription Licenses of the applicable SaaS Offering(s) needed to become compliant for (i) the current Subscription License term, and (ii) for the previous period of over usage.

c. If You fail to comply with Ivanti's requests in this Section 14, You will be in material breach of this Agreement and Ivanti may reduce the functionality of the Software, restrict Your access to the Software, or render the Software inoperative in addition to any other rights and remedies under this Agreement. You agree that Ivanti's right to review the Records and perform an audit under this Agreement will not require any amendments, addendum, or additional agreements.

15. GENERAL.

a. Applicable Laws. Ivanti shall comply with all laws applicable to its provision of Ivanti Products under the Agreement, including those applicable to privacy and security of personal information (including mandatory trans-border data transfers and mandatory data breach notification requirements) (collectively "Applicable Laws"), but excluding laws specifically applicable to You and/or Your industry that are not generally applicable to information technology service providers regardless of industry. You will comply with all laws applicable to Your use of Ivanti Products, including those applicable to collection, processing and security of Customer Data in Ivanti systems through the Ivanti Products. You agree to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to Ivanti.

b. Data. In addition to any other provisions with respect to data use and handling included in this Agreement and any supplemental terms and conditions, Ivanti uses and handles Your data in accordance with its Privacy Policy located at <https://www.ivanti.com/company/legal/privacy-policy>, which is incorporated herein by reference.

c. Personal Data. Ivanti's processing of personal data is subject to its Data Processing Addendum found at <https://www.ivanti.com/company/legal/data-processing-addendum> (the "DPA"), which is incorporated herein by reference. Before providing any personal data to Ivanti, You will obtain all consents from applicable third parties as required under applicable privacy and data protection laws.

d. FedRAMP Rules of Behavior. If You purchase Ivanti's FedRAMP SaaS Environment then You, along with Your system administrators, employees, contractors, end-users, and other third parties who are given access to the FedRAMP SaaS Environment, are subject to the FedRAMP Rules of Behavior located at <http://www.ivanti.com/company/legal/fedramp>.

e. Export Restriction. The Software may be subject to certain export and import control laws and regulations, including the United States Export Administration Act (and its associated regulations), and regulations of the United States Bureau of Industry and Security, the United Kingdom Department for Business, Innovation & Skills and other applicable agencies. You agree not to directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law. You shall comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available to Users outside Your country of domicile. You represent that You and Your Affiliates are not on any denied persons or restricted party list, or other list published by the U.S. Government of persons or entities to whom exports or re-exports of products subject to export controls are forbidden. You agree to promptly notify Ivanti if at any time the representation in the foregoing sentence is no longer accurate.

f. U.S. Government End Users. Each of the components that constitute the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. If Software is acquired for or on behalf of the U.S. Government, then it is recognized and agreed that the Software: (i) was developed at private expense; (ii) was not required to be originated or developed under a Government contract; and (iii) was not generated as a necessary part of performing a Government contract. United States government agencies and entities and others acquiring under a United States government contract shall have only those rights, and shall be subject to all restrictions, set forth in this Agreement.

g. Authorized Resellers. If You purchase the Software through a Reseller, You acknowledge that the Reseller and Ivanti are independent of each other and that the Reseller does not have any authority to bind Ivanti in any way, make any modifications to this Agreement or to make any warranties or representations on Ivanti's behalf and that Ivanti has no liability whatsoever for any actions or omissions of any Reseller.

h. **Governing Law.** If the Agreement is with Ivanti, Inc. or Ivanti Comércio de Software Brasil Ltda, it will be governed by the laws of the State of Utah without regard to conflict of laws principles and in any dispute arising out of or in connection with the Agreement You consent to the exclusive jurisdiction and venue in the State and Federal courts within Salt Lake County, Utah. If this Agreement is with Ivanti U.K. Ltd. or Ivanti International Limited, it will be governed by the laws of England and Wales without regard to conflict of laws principles and any dispute arising out of or in connection with this Agreement You consent to the exclusive jurisdiction and venue in the courts within London, United Kingdom. If this Agreement is with Ivanti Software K.K., it will be governed by the laws of Japan without regard to conflict of laws principles and any dispute arising out of or in connection with the Agreement You consent to the exclusive jurisdiction and venue in the courts within Tokyo, Japan. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

i. **Severability.** If any provision of this Agreement is held to be unenforceable, void, or invalid under applicable law, such provision shall be deemed omitted and the remaining provisions will remain in full force.

j. **Entire Agreement; English Language Agreement Controls.** This Agreement, including without limitation the Supplemental Terms or DPA represent the complete and exclusive statement of the agreement between Ivanti and You with respect to the Ivanti Products, and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained herein. Any printed or other terms and conditions on a purchase order or similar order document conflicting with, or purporting to add to, the terms and conditions of this Agreement or its exhibits and addenda will be of no force or effect. You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement, or any document(s) expressly referred to herein. In the event of any inconsistency between this Agreement in English language and any translation of it into another language, the English language version of the Agreement shall control. Unless the Parties have a different agreement signed by both Parties, all use of the Software, SaaS Offering, Support and Maintenance Services, and Professional Services are subject to the terms of this Agreement.

k. **No Waiver.** No failure or delay to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other rights or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy. No statement or representation, other than by a Party's authorized representative in a written waiver, shall constitute a waiver of any rights or remedies.

l. **No Assignment.** Except for a transfer of all or substantially all of a Party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise, neither Party shall assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of the other Party.

m. **Force Majeure.** Neither Party will incur any liability to the other Party for any loss or damage resulting from any delay or failure to perform any part of the Agreement if such failure or delay is caused by circumstances beyond the Parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake, acts of God, and governmental acts, orders, or restrictions; however, inability

to meet financial obligations is expressly excluded. Ivanti shall not be liable for any failure of or delay in performing its obligations on account of Your failure to perform Your obligations under this Agreement.

- n. Third Party Rights. A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- o. Variation. Any variation or amendment to the Agreement, except as provided for herein, shall only be binding when agreed in writing and signed by both Parties.
- p. Counterparts. The Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. The Agreement may be executed in person or electronically and delivered physically or electronically in Portable Document Format ("PDF"). The Parties agree that such electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile, PDF, or e-signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.
- q. Survival. Sections 2, 3, 6, 7, 9, 10, 11, 12, 13, 14 and 15 shall survive the termination or expiration of this Agreement.
- r. Referrals. You agree to make commercially reasonable efforts to work with Ivanti in the event Ivanti asks You to be part of Ivanti's reference or referral programs or to develop marketing materials about Your experience as an Ivanti customer. Specific activities, usage, rights and obligations will be covered in a separate written agreement for any such activities.
- s. Logo Usage. You agree that Ivanti may use Your name and logo on Ivanti's website and customer-facing presentations.
- t. Contact Information. Please direct legal notices or other correspondence, if to Ivanti, Inc., to 10377 South Jordan Gateway, South Jordan, UT 84095, Attention: Legal Department.
- u. Intellectual Property and Trademark Usage. The Software and SaaS Offerings are protected by the U.S. and International Patents listed on <https://www.ivanti.com/company/legal/ivanti-patents>. For information regarding acceptable third-party use of Ivanti trademarks, refer to <https://www.ivanti.com/company/legal/trademark> or contact Ivanti legal representatives.
- v. Hardware. If You purchase any Ivanti Platform or hardware from Ivanti, then such hardware shall be provided under the hardware terms and conditions that (i) accompany the hardware, and/or (ii) are found at <https://www.ivanti.com/company/legal/hardware> and incorporated herein by reference.
- w. In-Licensed Materials and Open Source. The Software may contain or may operate with software, services or other technology that is not owned by Ivanti but has been licensed to Ivanti by a third party and may be necessary for the full operation of the Software ("In-Licensed Materials") or that is available under open source or free software licenses. The In-Licensed Materials may be subject to additional terms and conditions, as identified on <https://www.ivanti.com/company/legal/thirdpartyterms> or as otherwise made available to You. Such terms and conditions are incorporated by reference herein. To the extent Ivanti uses open-source software in the Software, the terms and restrictions in this Agreement shall not prevent or restrict You

from exercising additional or different rights to such open-source software in accordance with the applicable open-source licenses.

x. **Your Affiliates.** Your Affiliates may purchase Ivanti products and/or services under this Agreement by (i) executing a participation agreement with Ivanti pursuant to which it agrees to be bound by the terms of this Agreement applicable to You, and (ii) passing an Ivanti credit check, after which it may purchase Ivanti products and/or services directly from Ivanti or from a Reseller. For purposes of such purchase, references to “You” and “Your” shall be deemed to refer to Your Affiliate making such purchase.

y. **Microsoft Intune®.** Certain functionalities within Ivanti Patch for MEM are enabled by accessing Microsoft Intune® through the Microsoft API and use of Ivanti Patch for MEM and accompanying services does not remove the need for users to have a valid license for their use of the Microsoft Intune® service.

z. **Subcontractors.** Ivanti may engage third parties to perform obligations under this Agreement at Ivanti’s discretion. However, Ivanti is and will remain responsible under this Agreement for the performance of any such third parties.

aa. **Artificial Intelligence Tools.** In the event You elect to use any functionalities of any Ivanti Products that employs artificial intelligence, such usage shall be subject to the Ivanti Supplemental Terms for AI Tools located at <https://www.ivanti.com/company/legal>, which is incorporated herein by reference.

bb. **Translations.** Ivanti has created versions of this Agreement in languages other than English. All such translated versions of this Agreement are provided for convenience and comparison purposes only. The Parties agree that the English version of the Agreement is the controlling and binding document in the event of any conflict between the English version and any version translated into another language.

Version 04.25