



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 2

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1395109

Procurement Type: Statewide MA (Open End)

Vendor ID: 000000117794

Legal Name: SHI INTERNATIONAL CORP

Alias/DBA:

Total Bid: \$0.00

Response Date: 03/28/2024

Response Time: 13:07

Responded By User ID: BrittanyPapa

First Name: Brittany

Last Name: Papa

Email: brittany_papa@shi.com

Phone: 732-852-7673

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2400000005

Published Date: 3/21/24

Close Date: 3/29/24

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No1 LAR24 - Statewide Contract for Microsoft Licens

Total of Header Attachments: 2

Total of All Attachments: 2



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: 1395109
Solicitation Description: Addendum No1 LAR24 - Statewide Contract for Microsoft Licens
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2024-03-29 13:30	SR 0212 ESR03282400000005556	1

VENDOR
 000000117794
 SHI INTERNATIONAL CORP

Solicitation Number: CRFQ 0212 SWC2400000005
Total Bid: 0
Response Date: 2024-03-28
Response Time: 13:07:01
Comments: Please refer to SHI responses attached.
 1) Microsoft Catalog - Pricing Page
 2) SHI Response to CRFQ0212_SWC2400000005_WV_Purchasing Division.

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	Microsoft Licensing - See Pricing Page	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Please refer to SHI responses attached.
 1) Microsoft Catalog - Pricing Page
 2) SHI Response to CRFQ0212_SWC2400000005_WV_Purchasing Division.

Extended Description:
 Microsoft Licensing and Services:
 **Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing.
 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.
 Vendor shall enter pricing into the Exhibit_A Pricing Pages and must attach with bid.
 See section 18 of Instructions to Bidders.



**SHI Response to
West Virginia Purchasing Division
Solicitation No: CRFQ-0212-SWC2400000005
LAR24 - Statewide Contract for Microsoft
Licensing
March 29, 2024**



SHI International Corp.

290 Davidson Avenue

Somerset, NJ 08873

888-764-8888

SHI.com

March 29, 2024

Toby L Welch
toby.l.welch@wv.gov

Dear Toby L Welch:

The public sector empowers our schools, improves our government infrastructure, and supports health care services. As the digital world continues to rapidly change, the State of West Virginia needs a partner that can help you stay ahead of the technology curve and confirm your infrastructure, data, and people are protected. SHI can help.

By leveraging our broad range of authorizations and manufacturer relationships, we are confident that we are expertly positioned to align with your goals and uniquely qualified to support the requirements contained in this RFQ. SHI's extensive catalog and focus on prioritizing your needs mean we can:

- Transform your organization with next-generation infrastructure.
- Optimize and simplify your IT investment.
- Prioritize employee experience with modern workplace solutions.
- Protect your employees, data, and infrastructure.

We appreciate the opportunity to participate in your Solicitation No: CRFQ-0212-SWC2400000005 LAR24 - Statewide Contract for Microsoft Licensing. We believe our proposal illustrates why we are best qualified to meet the needs of the State of West Virginia, providing evidence of our ability to deliver the highest quality solutions at the best possible cost. Should you have any questions regarding our response, or if you require additional information, please contact at Moitrayee_Majumdar@shi.com or 858-232-2931 or your SHI Account Executive, Cara Ross at Cara_Ross@SHI.com or 614-537-0973. Thank you for your consideration, and I look forward to sharing with you all SHI has to offer.

Respectfully,

A handwritten signature in blue ink that reads "Moitrayee Majumdar".

Moitrayee Majumdar
Senior Proposal Specialist.

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SIGNED FIRST PAGE

SHI Response:

Signed RFQ document first few pages are attached below.



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: 1395109		Reason for Modification:	
Doc Description: Addendum No1 LAR24 - Statewide Contract for Microsoft Licens		Addendum No 1 is issued to publish questions and answers and to modify the bid opening date	
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-21	2024-03-29 13:30	CRFQ 0212 SWC2400000005	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: Vendor ID: 000000117794
Vendor Name : SHI International Corp.
Address : 290 Davidson Ave.
Street : Same as above
City : Somerset
State : NJ **Country :** USA **Zip :** 08873
Principal Contact : Cara Ross
Vendor Contact Phone: 614-537-0973 **Extension:** NA

FOR INFORMATION CONTACT THE BUYER

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

Moitrayee Majumdar
Vendor Signature X Moitrayee Majumdar **FEIN#** 22-3009648 **DATE** 03/26/2024

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

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with responses
- 2) To modify the bid opening date from 3/27/24 to 3/29/24.

---no other changes---

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Microsoft Licensing - See Pricing Page	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Microsoft Licensing and Services:

**Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A Pricing Pages and must attach with bid.

See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 2:00 p.m.	2024-03-20

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

SHI Response:

SHI noted the RFQ instructions and can comply.

GENERAL TERMS AND CONDITIONS

SHI Response:

All terms and conditions are reviewed, and SHI has provided exceptions to the terms and conditions in the RFP. Please refer to below table for our proposed exceptions.

*34. VENDOR NON-CONFLICT***SHI Response:**

SHI acknowledges the requirements and will comply.

*35. VENDOR RELATIONSHIP***SHI Response:**

SHI acknowledges the requirements and will comply.

*37. NO DEBT CERTIFICATION***SHI Response:**

SHI has a financially stable and robust business model that has proven itself over time. We are privately owned, operate with no debt. SHI is not currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

Within the last five years, (a) SHI International Corp. has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and (b) SHI International Corp. has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

*38. CONFLICT OF INTEREST***SHI Response:**

With the best of my knowledge and belief, there are no conflicts of SHI or any key employees regarding the services proposed under this RFQ response.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE

SHI acknowledges the requirement, and a disclosure will be provided prior to beginning of work under this contract if required.

*46. ISRAEL BOYCOTT***SHI Response:**

SHI acknowledges the requirements and will comply.

PROPOSED EXCEPTIONS

If SHI is a candidate for award, we will work with State of West Virginia Governor's Office of Technology finalize a contract based on mutually agreeable terms and conditions. For your consideration, we have noted specific exceptions below. However, any existing contract between WV-Governor's Office of Technology to these offerings may be used to avoid conflicting terms and expedite the contract process.

REF.	CUSTOMER TERMS AND CONDITIONS	SHI REDLINE	SHI EXPLANATION
<p>LAR24 -Statewide Contract for Microsoft Licensing; GENERAL TERMS AND CONDITIONS; 28. WARRANTY</p>	<p>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.</p>	<p><u>RESERVED</u></p>	<p>As a reseller, SHI does not warrant the third party products and services that we resell. The warranty will come from the OEM and we will forward any such OEM warranties on to you. Since this is the case, SHI asks that this section be reserved.</p>
<p>LAR24 -Statewide Contract for Microsoft Licensing; GENERAL TERMS AND CONDITIONS; 36. INDEMNIFICATION</p>	<p>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</p>	<p>The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any <u>third party</u> 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 <u>willful misconduct, violation of law, or gross negligence publication, translation, reproduction, delivery, performance, use, or disposition of any data used</u> 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.</p>	<p>As a reseller, SHI cannot warrant non-infringement in third party products. We will indemnify you for infringement in products that we've created. SHI can agree to indemnify you for third party claims arising from our negligence, willful misconduct, or violation of law.</p>

	<p>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.</p>		
<p style="text-align: center;">ADD</p>		<p style="text-align: center;">Limitation of Liability</p> <p>NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE AGENCY TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.</p>	<p>If awarded, SHI would like this clause added to the final contract</p>
<p style="text-align: center;">ADD</p>		<p style="text-align: center;">Force Majeure:</p> <p>Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting the County, the offeror or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. The contract shall notify the Agency promptly of any such delay and shall specify the effect on the product as soon as practical.</p>	<p>If awarded, SHI would like this clause added to the final contract</p>

<p style="text-align: center;">ADD</p>		<p>All returns shall be subject to the contractor's return policy at www.shi.com/returnpolicy</p>	<p>If awarded, SHI would like this clause added to the final contract</p>
<p style="text-align: center;">ADD</p>		<p style="text-align: center;">WARRANTY DISCLAIMER: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.</p>	<p>If awarded, SHI would like this clause added to the final contract</p>

SPECIFICATIONS

QUALIFICATIONS

3.1 Vendor must be an authorized Microsoft Licensing Solution Provider (LSP).

SHI Response:

Since we began partnering with Microsoft in 1992, SHI has consistently invested in a dedicated Microsoft practice that includes 400 Microsoft dedicated specialists. Over the past 30 years, SHI has worked closely with Microsoft to deliver their products to thousands of customers.

As one of Microsoft's largest authorized Licensing Solution Providers (LSP), as well as one of a small handful of Microsoft partners who have attained the Azure Expert MSP designation, SHI offers a vast range of services, solutions, and tools designed to help State of West Virginia transform, collaborate, protect, and optimize your environment. SHI is well-versed and experienced in handling cloud subscriptions and Microsoft licensing agreements and helping advise you on deploying and managing software license assets. We have received many awards from Microsoft for SHI's dedication to a robust Microsoft practice. Our team of Microsoft licensing specialists is ready to help you understand your agreements and optimize enrollment benefits in Microsoft's licensing program.

SHI offers the complete end-to-end Microsoft solution to our customers through our in-house Microsoft experts. Through our demonstrated technical capabilities and the depths of our Microsoft Services practice, SHI has achieved all six solution partner designations through the new Microsoft Cloud Partner Program. These designations include Infrastructure (Azure), Data and AI (Azure), Digital and App Innovation (Azure), Business Applications, Modern Work, and Security.

In addition to our Microsoft Cloud Partner Program designations, SHI maintains advanced specializations in Microsoft Windows Virtual Desktop, Adoption and Change Management, Teamwork Deployment, and Modernize Endpoints. SHI is actively pursuing additional specializations, further demonstrating our Microsoft cloud technical expertise.



SHI has demonstrated an unwavering commitment to supporting Microsoft Technologies for nearly 30 years. Increasingly, and important part of SHI's value is our ability to take Microsoft technologies and add transformational capabilities such as zero touch deployment, implementation, training and managed services that enable Microsoft customers to recognize the full value of their investments.”

Thai Lee
President and CEO of SHI

Microsoft enables digital transformation for the era of an intelligent cloud and an intelligent edge in its mission to empower every person and organization to achieve more. SHI's three-decade transformative relationship with Microsoft puts us in a unique position to guide your organization's Microsoft business. Our licensing expertise and strategic services are designed to support you in migrating, modernizing, optimizing, and managing your Azure and modern workplace environment to help you achieve the full value of your Microsoft investment. We handle your Cloud subscriptions and Microsoft licensing agreements, your software license assets, and the deployment of those assets throughout your organization. No other Microsoft Licensing Solutions Provider (LSP) has received as many awards from Microsoft as SHI to recognize outstanding license tracking and program management. Our team of Microsoft licensing specialists is ready to help you understand your agreements and optimize enrollment benefits in Microsoft's Licensing Program.

Key Differentiators

- We support customers through all their Microsoft purchases with expert guidance on Open Value, Select, Select Plus, Microsoft Products and Services Agreement (MPSA), Cloud Solution Provider Program (CSP), Academic - Enrollment for Education Solutions (EES), and School Agreements, and Enterprise Agreements.
- We offer 400 in-house Microsoft resources for licensing advisory services and all process and operational functions.
- We are an authorized LSP for North America, United Kingdom, and France.
- We manage 38,000 Microsoft agreements.
- 9,000 Enterprise Agreements concurrently for over 3 decades.



SHI – Microsoft Software Technical Expertise

<p>AUTHORIZATIONS</p> <ul style="list-style-type: none"> • Authorized CSP Partner in the US, Canada & UK & Ireland • Authorized LSP in the US, Canada & UK & France • Authorized AER in the US, Canada & UK • Authorized SPLAR in the US & Canada • Authorized MOSP Partner in US & Canada • Authorized Government Integrator in US • GSA & DISO authorized • Authorized Azure Expert MSP 	<p>RESOURCES</p> <ul style="list-style-type: none"> • 400 in-house Microsoft licensing specialists and resources <p>SOLUTION DESIGNATIONS</p> <ul style="list-style-type: none"> • Solutions Partner for Infrastructure (Azure) • Solutions Partner for Data & AI (Azure) • Solutions Partner for Digital & App Innovation (Azure) • Solutions Partner for Business Applications • Solutions Partner for Modern Work • Solutions Partner for Security
--	--





SHI – Microsoft Software Awards

- 2023 Partner of the Year Finalist for Education Industry
- 2021 US Partner Award in Modern Endpoint Management
- 2021 North American Partner of the Year - Windows 10
- 2021 North American Digital Marketing Partner of the Year - Strategic Device Reseller Award
- 2017 State & Local Government Channel Partner of the Year
- 2017 Operational Excellence Award Winner (14th Consecutive Year, 16th Overall, Last year Microsoft offered this award)



What An Effective Microsoft Licensing Provider Looks Like

With over 34 years ' experience of Microsoft customer success under our belt, we know what it takes to be an effective partner and while many Microsoft licensing providers are downsizing their Microsoft licensing and support teams, SHI continues to add additional resources and expertise to our Microsoft practice.

The Ideal Microsoft Partner	Your Reseller	SHI
Assess your current licensing entitlements & advise on impact to future requirements	?	Yes
Explore program and cost models to guide you through selecting the most desired outcomes	?	Yes
Mitigate risk of non-compliance through licensing knowledge transfer and guidance	?	Yes
Offer access to a network of licensing experts	?	Yes
Optimize cloud initiatives through extended product use rights and SA Benefits	?	Yes
Deliver customizable tools which provide insights to pricing and licensing	?	Yes
Provide guidance on navigating complex operational processes to ensure timely and accurate transactions	?	Yes

3.2 Vendor must have at least five (5) years of experience in providing Microsoft Enterprise licensing to an entity of similar size (25,000 users) with at least three (3) years being consecutive. Vendor must provide attestation upon request.

SHI Response:

SHI will be happy to provide the requested references if we are selected for a potential award for this opportunity. SHI respects and protects our customers privacy and will do the same for you as our valued customer.

The SHI Public Sector team is proud to support customers throughout the country, equally, regardless of size or location. We have a dedicated Public Sector Field and Inside team to ensure sales support within SHI. Through technology, SHI enables state, local, and tribal government, K-12, higher education, public healthcare, and federal entities, to better serve their communities and optimize their services. Our largest Public Sector top ten States, in order of spend, are:



3.3 Vendor must be authorized to sell the entire Microsoft catalog for all current, existing, and new Microsoft products and subscriptions.

SHI Response:

SHI's Microsoft Competencies

Microsoft bestows its competencies on an organization that it deems worthy of ensuring the customer's needs by being a Microsoft-certified solution provider. A silver competency demonstrates consistent capability and commitment. A gold competency demonstrates best-in-class capability within a Microsoft solution area.

SHI currently holds several Microsoft Competencies - including Cloud Platform and Security:

- Gold - Application Development
- Gold - Application Integration
- Gold - Cloud Platform
- Gold - Cloud Productivity
- Gold - Collaboration and Content
- Gold - Communications
- Gold - Datacenter
- Gold - Data Analytics

- Gold - DevOps
- Gold - Enterprise Mobility Management
- Gold - Enterprise Resource Planning
- Gold - Messaging
- Gold - Project and Portfolio Management
- Gold - Security
- Gold - Small & Midmarket Cloud Solutions
- Gold - Windows and Devices
- Silver - Data Platform

SHI's Microsoft Authorizations

Microsoft awards their certified solution providers' authorization levels designating them as an expert resource in a specific product or service. SHI is proud to hold the following authorizations:

- Authorized LSP in the US, Canada & UK
- Authorized AER in the US, Canada & UK
- Authorized SPLAR in the US & Canada
- Authorized MOSP Partner in US & Canada
- Authorized Global Surface Reseller
- Authorized Government Integrator in US
- GSA & DISO Authorized
- Authorized Azure Expert MSP

More Microsoft Awards

SHI is proud of our record of success and our relationships with Microsoft. In recognition of our accuracy and attention to detail, Microsoft recently awarded SHI with its twelfth consecutive Operational Excellence Award in Microsoft Licensing. Microsoft once again rewarded SHI for its proficiency in following its strict guidelines around the processing of new and renewal contract paperwork, order reporting, and returns processing.

- 2021 U.S. Surface Transformation Partner of the Year
- 2021 U.S. Top Surface Hub Revenue YOY Growth - Reseller
- 2021 Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- 2021 Microsoft U.S. (MSUS) Partner Award in Modern Endpoint Management
- 2021 North American Partner of the Year - Windows 10
- 2021 North American Digital Marketing Partner of the Year - Strategic Device Reseller Award

- 2020 Worldwide Surface Resiliency Partner of the Year (This Global Award was given to the partner that demonstrated the most comprehensive response to the device market during the Covid-19 Crisis).
- 2020 US Device Sales Growth Partner of the Year
- 2019 MSUS Partner Award for Modern Workplace - Modern Desktop
- 2018 Top Windows Client Commercial Revenue
- 2017 Microsoft State & Local Government Channel Partner of the Year
- 2017 Microsoft Top Windows Client Commercial Revenue Partner
- 2017 Microsoft Operational Excellence Award Winner (14th Consecutive Year, 16th Overall, Last year Microsoft offered this award)
- 2016 Microsoft US NASPO Top Partner
- 2016 Top Windows Client Commercial Revenue
- 2016 Microsoft Operational Excellence Award Winner (13th Consecutive Year, 15th Overall)
- 2016 Worldwide Volume Licensing Partner of the Year Finalist (Top 3)
- 2015 Microsoft US Channel Partner of the Year for EDU (four consecutive years)
- 2015 Microsoft US Channel Partner of the Year for SLG
- 2015 Worldwide Volume Licensing Partner of the Year Finalist (Top 3)
- 2014 Microsoft US Public Sector-EDU Partner of the Year

Year	Awards
2021	<ul style="list-style-type: none"> U.S. Partner Award in Modern Endpoint Management Digital Marketing Partner of the Year Surface Hub Reseller of the Year North American Partner of the Year – Windows 10 Advanced Specialization in Microsoft Teamwork Certification to Enhance Support for Remote and Hybrid Work
2020	<ul style="list-style-type: none"> Worldwide Surface Resiliency Partner of the Year (This Global Award was given to the partner that demonstrated the most comprehensive response to the device market during the Covid-19 Crisis). U.S. Device Sales Growth Partner of the Year
2019	<ul style="list-style-type: none"> MSUS Partner Award for Modern Workplace - Modern Desktop
2018	<ul style="list-style-type: none"> Top Windows Client Commercial Revenue
2017	<ul style="list-style-type: none"> State & Local Government Channel Partner of the Year Top Windows Client Commercial Revenue Partner Operational Excellence Award Winner (14th Consecutive Year, 16th Overall)
2016	<ul style="list-style-type: none"> U.S. NASPO Top Partner Top Windows Client Commercial Operational Excellence Award Winner (13th Consecutive Year, 15th Overall) Worldwide Volume Licensing Partner of the Year Finalist (Top 3)

SHI recently received the Microsoft Surface Hub Reseller of the Year and 2021 Microsoft US (MSUS) Partner Award in Modern Endpoint Management. The two awards acknowledge the leading role SHI has played in helping organizations across North America and beyond adapt to hybrid working models and support remote employees. This work is continuing as more organizations now consider their strategies for return-to-office and other Microsoft technologies available to help future working models. SHI is committed to providing a proactive customer-first approach that adds efficiency, expertise, and world-class support to each stage of the technology lifecycle.

Total Value Commitment

SHI's proactive customer-first approach adds efficiency, expertise and world-class support to each stage of the technology lifecycle. We understand that our customers expect more of their Microsoft LSP than aggressive pricing. At SHI, we align resources to support your Microsoft licensing program to optimize your Microsoft Agreement to achieve your business and IT objectives. When SHI manages your Microsoft Licensing agreement, our customers benefit from a truly proactive approach to account management, structured renewals management processes, built-in cost optimization, complementary training and deployment services and an ever-present eye on security.

Microsoft Letter of Authorization

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



January 23, 2024

To whom it may concern:

I hereby confirm that SHI International Corp has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft AI Cloud Partner Program.

SHI International Corp (Partner ID: 1023126)
290 Davidson Ave
Somerset, NJ - 08873-4145
United States

Solutions Partner : Demonstrate technical capabilities, experience, and ability to deliver successful customer outcomes aligned to the Microsoft Cloud.

- Solutions Partner for Infrastructure (Azure)
- Solutions Partner for Data & AI (Azure)
- Solutions Partner for Digital & App Innovation (Azure)
- Solutions Partner for Business Applications
- Solutions Partner for Modern Work
- Solutions Partner for Security

Specializations : Validate deep technical expertise in specific technical scenarios aligned to the Microsoft Cloud.

- Adoption and Change Management
- Teamwork Deployment
- Modernize Endpoints
- Azure Virtual Desktop

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



Expert Programs : Evaluates a partners' people, processes, and tools and recognizes those who had proven expertise providing managed services across the end-to-end cloud lifecycle at scale. You distinguish your organization's sustainable, repeatable, and efficiently managed services across the full cloud lifecycle, allowing your customers to focus on their business priorities.

- Azure Expert Managed Service Provider (MSP)

To learn more about how these Microsoft designations represent this partner's capabilities, please visit: <https://aka.ms/MicrosoftSolutionsPartner>.

SHI International Corp is currently doing business with Microsoft in the following locations:

- SHI International Corp, US, Somerset (Somerset) (Partner ID: 351789)
- Corporate Training Group Inc, US, ISELIN (ISELIN) (Partner ID: 602861)
- SHI INTERNATIONAL CORP, GB, MILTON KEYNES (MILTON KEYNES) (Partner ID: 988165)
- Corporate Training Group Inc,US,ISELIN (ISELIN) (Partner ID: 1160980)
- SHI Canada ULC, CA, NORTH YORK (NORTH YORK) (Partner ID: 1645489)
- SHI France, FR, Issy-les-Moulineaux (Issy-les-Moulineaux) (Partner ID: 2485733)
- SHI International Corp, NL, Hertogenbosch (Hertogenbosch) (Partner ID: 2721352)
- SHI Switzerland, CH, Zug (Zug) (Partner ID: 2747384)
- SHI International Corp, CN, Hong Kong (Hong Kong) (Partner ID: 3005607)
- SHI INTERNATIONAL SAS,FR,ISSY LES MOULINEAUX (ISSY LES MOULINEAUX) (Partner ID: 4411644)
- Gabriel Cohen (ISSY LES MOULINEAUX) (Partner ID: 4411645)
- SHI Singapore Solutions PTE. Ltd., SG, Singapore (Singapore) (Partner ID: 5010404)
- SHI International Corp Hong Kong Limited, HK, Central HK (Central HK) (Partner ID: 6082723)
- SHI Global IT Solutions Ireland Limited, IE, Dublin (Dublin) (Partner ID: 6082726)

Microsoft Corporation is an equal opportunity employer.

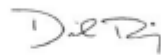
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- SHI Corporation UK Ltd, GB, Milton Keynes (Milton Keynes) (Partner ID: 6236818)
- SHI International Corp Australia Pty Ltd. (Sydney) (Partner ID: 6399328)
- SHI INTERNATIONAL SAS, FR, ISSY LES MOULINEAUX (ISSY LES MOULINEAUX) (Partner ID: 6703868)
- SHI Singapore Solutions Pte. Ltd. (Korea Branch Office), KR, Jongno-gu (Jongno-gu) (Partner ID: 6776949)

Best Regards,



Dan Rippey
Program Director for the Microsoft AI Cloud Partner Program

Microsoft Corporation

This information is current as of January 23, 2024 and this letter of certification is valid until February 22, 2024.

Microsoft Corporation is an equal opportunity employer.

GENERAL REQUIREMENTS

4.1 Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor must abide by State of West Virginia's existing Enterprise, Select, and Volume Licensing Agreements.

SHI Response:

SHI acknowledges this requirement and will comply.

Microsoft provides access to the Volume Licensing Service Center (VLSC) site since it is a secure customer portal offered by Microsoft. Microsoft provides customers with a VLSC registration email to the notices contact listed on your agreement with registration directions. Once the registration process is complete, Microsoft grants access.

4.1.2 Vendor is responsible for establishing, signing, and maintaining Enrollments.

SHI Response:

SHI acknowledges this requirement and will comply.

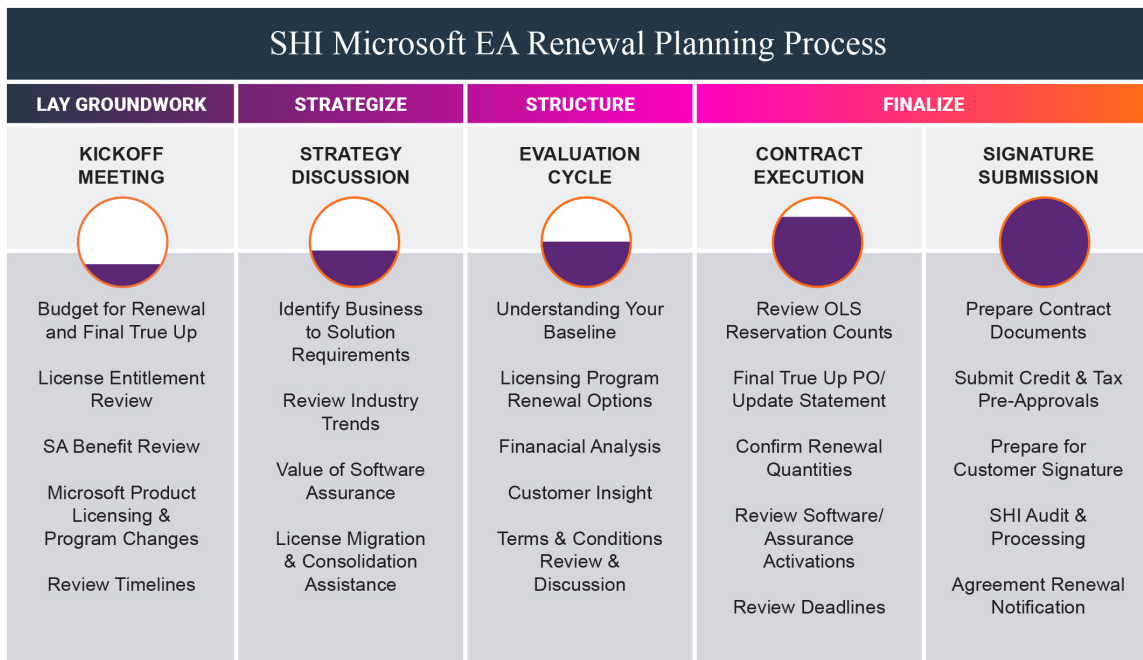
4.1.3 After award, the winning Vendor must initiate and execute for each of the State's Enrollments a Change of Channel Partner (CoCP) agreement with Microsoft, if applicable.

SHI Response:

SHI's knowledge and insights around renewals create a solid foundation to support our customers' renewal efforts. Our support teams and licensing executives (LEs) have the experience necessary to understand what needs to be done. —from renewal opportunity management, program cost comparisons, and forecasting to the operational aspects.

Starting with Microsoft renewal planning, SHI helps build the framework to support your organizational goals and optimize benefits. As an experienced Microsoft partner, we understand the “big picture” and can deliver unified and consistent planning. Our renewal planning process has six stages: kick-off meeting, strategy discussion, evaluation cycle, contract execution, and agreement submission. Your LE works with you throughout the renewal process.

To successfully plan and optimize a customer's renewal, timing is everything. Ideally, our sales teams engage customers 18 months before EA expiration to help them budget for their upcoming renewal costs, including any additional requirements.



4.1.4 Vendor must provide the licensing in a timely manner upon receiving an order from the State.

SHI Response:

SHI acknowledges this requirement and will comply.

4.1.5 Vendor must work with points of contact for each Enrollment in order to provide renewals, updates, additional licensing, savings opportunities, and other opportunities advantageous to the State.

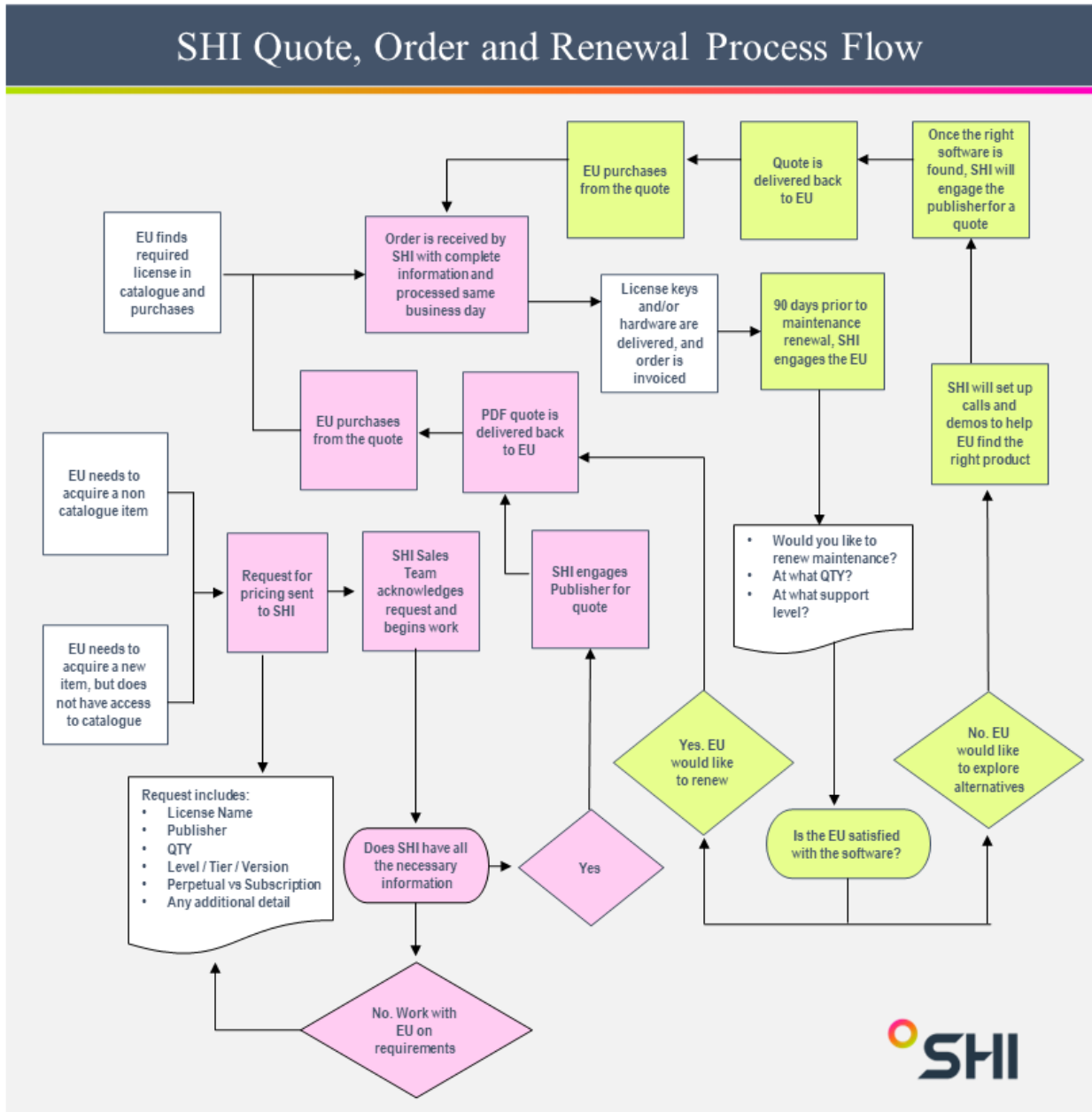
SHI Response:

SHI acknowledges this requirement and will comply. SHI Account Executive, Cara Ross will be the point of contact at Cara_Ross@SHI.com or 614-537-0973.

Cara works closely with internal resources to achieve customer business objectives by leveraging SHI's internal network of technical expertise, sales support resources, as well as our vast OEM partner network. She is acutely focused on implementing strategies and solutions that will drive innovation, collaboration, and security across your organization—all with cost optimization as the top priority. Responsibilities include establishing a customized service and support plan, developing customer relationships, and other topics critical to account development. Your dedicated account executive serves as your primary point of contact, ensures that SHI is meeting expectations, and aligns SHI's value in support of West Virginia's IT roadmap.

SHI will pass on any included manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available updates, renewal, maintenance, and service programs at the time of quote.

Please see below for SHI's process map for quote, order, and renewal fulfillment process.



4.1.6 Vendor must provide both subscription and perpetual licensing options.

SHI Response:

SHI acknowledges this requirement and will comply.

4.1.7 Vendor must provide licensing support, such as Microsoft Unified Support.

SHI Response:

The SHI Microsoft team includes Microsoft account executives, customer success specialists, license executives (LEs), Microsoft inside account managers, operations specialists, advisors, a contracts team, and a licensing support desk. These resources receive continuous training on Microsoft contracting, licensing, processes, and tools to keep their skills and knowledge current.

SHI customers can access experienced LEs to provide an extensive review of the customer's agreement structure and licensing. State of West Virginia's LE addresses process rules and policies, agreement and contract terms, and product licensing. Averaging five years' tenure, our LEs have extensive experience managing complex licensing, program, and operational scenarios. SHI's LEs review the agreement structure and associated enrollments, including any applicable amendments, to help ensure the customer understands how these terms impact requirements to transact and manage licenses.

Upon request, SHI's LE can provide in-depth reviews. Working with the customer to understand their needs, the LE designs a session that drills down on specific topics that directly impact their decision-making process. When designing this type of consultation, SHI focuses on addressing existing gaps in knowledge or current pain points, providing foundation knowledge on key principles of Microsoft licensing, ensuring we deliver the content to the right stakeholders, and identifying actionable outcomes to ensure proper follow-up. We find that customers gain the most value from these sessions when they define the contents of the agenda since large organizations almost always have a unique set of pain points, they need to address.

SHI maintains proactive communication with State of West Virginia through a monthly Microsoft licensing update email. SHI Microsoft experts carefully curate the content to ensure customers fully understand the implications of any changes. The email includes information and updates on programs, products, and processes. The monthly update email enables customers to continue to manage their program agreements and products effectively. The SHI Microsoft Support team assists the Sales team with getting answers to customer questions. The topics include product use rights, SKU questions, volume license keys, tool and portal support, issue EA Enterprise Update Statements, etc. Your SHI sales team can escalate requests and ensure they are promptly routed to the proper team.

Upon customer request, your Sales representative can request a Microsoft License Statement (MLS) from the Microsoft Support team. This MLS report from Microsoft represents their understanding of software titles and the number of licenses or license entitlements the customer has purchased. As part of this process, your Sales representative can schedule a call for the LE to walk State of West Virginia through the MLS and review the organizations and enrollments included in the MLS, Software Assurance renewal paths, and available entitlements.

The SHI Microsoft Contracts team assists the sales representative and the LE with ensuring contract documents are accurate, complete, and processed to Microsoft promptly. The contracts team is an internal resource that helps document pre-signature and soft copy requests.

The SHI Microsoft Operations team assists the Sales team with ensuring customer orders are processed correctly to Microsoft. The Operations team can also help with questions about billing or invoices for products like Azure. This team is responsible for processing order credits, reductions, online reservation reconciliation, and part approval and creation in our system.

4.1.8 Vendor must allow for True-Up and True-Down in accordance with the terms set forth in the Enterprise Agreement.

SHI Response:

The True-up process is related to a Microsoft Enterprise Agreement. SHI Sales and Licensing Executives engage 90-120 days before your EA Anniversary to assist you with the process. For years 1 and 2, the True-up window is 60-30 days before the anniversary, and for Year 3, it is 30-1 days before the anniversary. SHI provides Microsoft True-up quotes to customers as part of their annual True-up

requirement or as needed throughout the year, depending on the customer's internal reconciliation process. As True-ups are based on the current year's deployment, our customers either manage their assets and report usage, or through leveraging SHI's ITAM managed services or a one time optimized license position assessment we can provide them with their usage data. In either case, SHI provides pricing to the customer based on one of two scenarios:

Scenario 1:

Pricing has been established on their Channel Price Sheet (CPS) based on True-up years 1, 2, or 3. This pricing is recorded in either their initial CPS or through a supplemental CPS established after the initial CPS creation.

Scenario 2:

Pricing has not been established on their CPS; however, the product was previously ordered as an additional product. In this scenario, the true-up pricing was locked in on the price list for the month when the additional product was initially ordered.

If a customer has nothing to True-up for the current year, an Enterprise Update Statement or zero True-up form is provided. The customer is asked to acknowledge by signing the form and returning it to SHI.

To support True-up quotes, State of West Virginia can rely on SHI software asset management (SAM) managed services. Regardless of the ITAM platform chosen, SHI can tailor our ITAM services to suit nearly any customer need, from fully managed SHI-outsourced programs to primarily customer-operated scenarios where SHI supports the underlying technologies and feature development and everything in between. Our SAM managed services are designed from the ground up to be flexible so our services can grow, evolve, and change as our customers' business goals and the ways they leverage technology change.

Customizable both in features and service levels, the automated, continuous compliance and optimization services include hardware and software asset management, license usage optimization, process and policy best practices guidance, audit risk mitigation, and much more. Data collection from various sources is automated across the environment and then aggregated, processed, and presented in a single place, allowing our advanced, rules-based compliance and optimization engine to continually look for the least costly, most efficient way to license the environment. As the environment changes, the usage of license entitlements changes as well.

SHI also offers a one-time optimized license position assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. Using this baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets. SHI executes over 350 optimized license position engagements annually, helping customers prepare for true-ups, renewals, mergers/acquisitions/divestitures, etc.

4.1.9 Vendor must provide software maintenance and support for both new and existing Microsoft licensing, including but not limited to updates, upgrades, patches/fixes, etc.

SHI Response:

SHI acknowledges this requirement and will comply with the terms set forth in EA.

SHI commits to communicating product updates and changes as we are made aware. Our sales teams and dedicated product specialists hold regular meetings with the manufacturers to understand the direction and planned changes of the manufacturer's offerings. To streamline communication with our

customers, State of West Virginia’s SHI account team is responsible for sharing monthly licensing updates with you. In addition to these updates, SHI can provide licensing changes and recommendations for discussion as part of the regular meetings your AE sets up and through the SHI Newsletter and articles created by SHI subject matter experts on the SHI HUB. We keep our customers informed by communicating the direction of the industry along with information regarding essential contract dates, product releases or changes, and upcoming events. In addition to these updates, SHI discusses planned product changes, the potential impact, and recommendations in quarterly business review meetings.

SHI offers a wide range of value-added services to help our customers get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers’ changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

VALUE-ADDED SERVICE	DESCRIPTION
Software Expertise and Advice	Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and to achieve best value for their software spend. Our expertise and advice allow our customers to save money and to achieve best value from their purchases.
Technical Advisement	Customers can depend on a vendor-neutral approach to help them find the right technology and then access to tremendous range in choosing the ideal products and services for their unique needs.
Pre-Sales Licensing Support	Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. Leveraging the reporting and our PRO Renewal tool, we help customers gain insights into their software purchases.
Contract Training and Education	Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend.
Negotiation Assistance	SHI’s top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.
Fine Print	SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy to find format.
Software Solutions Services	Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.
ITAM Services	To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out

	unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.
Training Services	Adoption and use of new technology does not happen automatically. There is a people side to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program required there may be fee-based services involved.

4.1.10 Vendor will act as a liaison between the State and Microsoft, as needed. Vendor will be responsible for: assisting the State in selecting the appropriate software; explaining the licensing and licensing agreements; ensuring savings and compliance; and working with all parties to ensure most efficient and cost-effective solution.

SHI Response:

SHI understands the intricacies of implementing and maintaining a software contract across multiple entities. We take great care to understand each requirement and implement support and service plans to meet the needs of each contract user.

To ensure the success of our agreement and to maximize the value to all contract users, we engage with customers for the term of the new contract to help identify opportunities to increase the value they realize from the services we provide.

Following are a few of the onboarding and management areas SHI supports:

Account Management and Training

All SHI customers are supported by a dedicated account team lead by an AE. SHI uploads entities capable of using the contract in our CRM system to manage the relationship between the customer and SHI. AEs establish a relationship with purchasing agents/buyers and IT administrators within the organizations they support, to discuss the contract, provide contact and website information, and cover contract guidelines for working with SHI.

The AEs meet with stakeholders to set the timeline for implementation of the new contract and discuss specific procurement and policy initiatives. Our AEs also meets with contract users to better understand their goals and objectives, purchasing policies, existing agreements, volume licensing management, and key code/order confirmation distribution policies.

Leveraging SHI’s single-source procurement platform, SHI.com, to simplify the procurement process, the account team and SHI’s eCommerce team work together to create customized online product catalogs tailored to each participating entity’s needs. SHI updates the custom product catalog according to the contracted pricing and the contract requirements for product inclusion.

SHI’s AEs regularly meet with individual entities to train them on the new agreement (including any individual customer requirements) and ensure everyone understands the terms and conditions. SHI has also developed a Customer Business Review designed to inform entities about their purchasing history and identify opportunities for consolidation or more efficient use of pricing agreements.

Licensing Programs

When SHI sets up new volume licensing agreements, our software licensing team is fully engaged with the AE and the participating entity to ensure a smooth process. We perform extensive analyses to help each customer understand the different volume licensing agreements available and the cost savings

between the various publisher agreements, and then assist with any publisher paperwork necessary to implement the agreements.

SHI regularly reviews all volume licensing agreements programs to ensure that they are all up to date. We meet with software publisher representatives for each state to discuss current and future business initiatives and meet with key publishers and individual entities to discuss purchase history, program changes, and any current or upcoming promotions.

Working with Vendors

SHI adds vendors and products to our databases every day. Our flexibility, breadth of offering, and willingness to evolve along with our customers' changing needs are unique strengths that SHI happily leverages for our customers. Upon award of a new contract, SHI collaborates with each named publisher to ensure a smooth transition to the new contract. We help contract users navigate the processes for any paperwork or signatures that the publishers require of the customers. Additionally, we reach out to new vendors to identify opportunities and initiatives on behalf of contract users.

Marketing

SHI's implementation/transition plan for a new contract provides a smooth and seamless experience for participating entities. We understand that continued growth in participation brings added benefits to all contract users, and we put an emphasis on educating all potential users about the advantages of the contract and facilitating any necessary steps to using the contract.

SHI's marketing or outreach to contract users is a multi-prong approach:

- SHI's AEs are proactive in their approach with our customers and prospects, and they regularly engage in onsite meetings and joint phone calls with our publisher representatives.
- Members of a customer's account team walk individuals through our procurement portal, SHI.com, where customers can create quotes, purchase items, get order status, and generate reports of their purchases.
- SHI subscribes new CRM contacts to our monthly newsletter, which contains helpful information on SHI's publishers, new products and promotions, changes to programs, and industry news.
- SHI works with each customer to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments.

4.1.11 Vendor must continuously work with State and Microsoft to ensure the best cost to the State, as well as apply software assurance credits to realize cost savings.

SHI Response:

SHI best practices include your account team establishing quantifiable cost-savings engagements that help State of West Virginia realize the actual value of your volume license program portfolio. Throughout the term of your agreement, State of West Virginia has access to a team of Microsoft volume license subject matter experts and Microsoft programmatic support.

SHI collaborates with customers to identify the main components for establishing volume license pricing, including your organization's ability to standardize on products, forecast new purchases to software publishers, commit to long-term software maintenance, and procure strategically, when possible, instead of just-in-time.

SHI core software offerings include:

- Organization-wide training, education, reporting, and milestone tracking
- Performance metrics and customized reporting
- Standardizing purchasing to achieve contract compliance and expiration tracking
- License confirmations and proof-of-purchase documents

4.1.12 *Vendor must provide a main point of contact (Account Manager) for the State. While others may be necessary for implementation and usage of the contract, the Account Manager will be the single point of contact for the State. The Account Manager will be expected to respond to the State's requests and questions within a maximum of two (2) business days. The State reserves the right to request, and the Vendor must provide, a new Account Manager for any reason.*

SHI Response:

SHI account executive: Cara Ross at Cara_Ross@SHI.com or 614-537-0973.

SHI's Microsoft licensing team has years of experience. Our Licensing Executives (LEs) support our business across all customer segments—small and medium, enterprise, global, and public sector. We maintain current professional certifications required by Microsoft and work to achieve new ones.

SHI's Certified Microsoft Resources

SHI provides dedicated and certified resources to our customers to assist with managing their Microsoft Licensing Agreements. All these resources are available both to you and your account team to provide support and answer any of your Microsoft questions.

- **Microsoft Enterprise Solution Group** – are dedicated to delivering the right solutions to customers by focusing on customers' needs first. SHI has classified our solutions, products, and services into three distinct practices: End User Computing, Datacenter and Infrastructure, and Security. We reference End User Computing to include the systems and tools that enable Knowledge Workers to create, communicate, collaborate, consume, and compute. Datacenter implies the operations and infrastructure that enables the core IT systems to provide services to end users. Finally, Security will focus on protecting the end user systems and the infrastructure that enables them.
- **Microsoft License Executives** – are available to assist you with managing your Microsoft Agreements and determine the right solution to fit your needs. SHI's Licensing Executives have unmatched experience and offer objective interpretation of licensing usage and rights, and can aid with understanding industry trends, licensing strategy, financial impact.
- **Microsoft Contracts Team** – helps guide our Customers, Licensing Executives, and Account Executives on completion and execution of contractual documents, provides pre-sales and post-sales support for the contract process, and performs compliance checks on the contract package prior to submission to Microsoft. These steps expedite the contract process and reduce the risk of error.
- **Microsoft Operations Team** – manages all license transactions: EA true-up orders, additional orders, credits, Select Plus/MPSA license purchases, etc. SHI's Microsoft Operations Team has O365 dedicated resources for license reservation and reconciliation support.

- **Microsoft Support Team** – consists of certified Licensing and Product Specialists and assists SHI's Account Executives and our customers with product licensing, product key, volume licensing questions and more.

We create customer value through a consultative approach. We provide our customers with the knowledge and expertise to make confident business decisions. Our goal is to help optimize the acquisition and management of our customer's licensing estate.

Our Licensing Executives

Our Microsoft licensing team has years of experience, and we value principles of discipline, integrity, and teamwork. Our team consists of 48 Licensing Executives that support our business across all customer segments – small and medium, enterprise, global, and public sector. We maintain current Microsoft Professional Certifications required by Microsoft, and we work to achieve new certifications.

“

The value we present is the ability to combine our licensing expertise with the best practices gained from real-world engagements with our vast and diverse customer base.

Michelle Forister
SHI Sr. Licensing Executive

4.1.13 Software and products must be secure and adhere to security standards such as FedRAMP, NIST, CSA, SOC 2, ISO, etc.

SHI Response:

SHI is supplying Microsoft products; hence this does not apply to SHI.

4.1.14 Vendor must provide the State with the ability to apply, manage, track, reserve, and remove licensing through a centralized portal. Each Enrollment will only need to see its licensing, so multiple accounts must be created and/or continued to ensure appropriate separation.

SHI Response:

SHI acknowledges this requirement and will comply.

4.1.15 For Executive Branch agencies, the Vendor must not fulfill any orders from this agreement without approval from the West Virginia Office of Technology.

SHI Response:

SHI acknowledges this requirement and will comply.

4.1.16 At the request of the State, the Vendor must provide a quote showing the cost of the licensing, including, at a minimum, product SKU, list price, discount amount, and total cost. Costs must reflect the agreed upon percentage discount or a greater-than- agreed-upon discount.

SHI Response:

SHI acknowledges this requirement and will comply.

4.1.17 Vendor must provide an online catalog portal where pricing can be verified by the State. At a minimum, the catalog must contain the following:

4.1.17.1 Microsoft Part Number

4.1.17.2 Item Description

4.1.17.3 List Price

SHI Response:

Yes, with thousands of manufacturers represented, your product catalog is fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs. The catalog can be as broad or as narrow as you need to fit your needs.

SHI.com's catalog system has over 470,000-part records to choose from. Using product, product line, and category includes/excludes, our standard approach is to create a customized catalog specific to the customer's needs. We review customer standards, license agreements, location, etc. A typical catalog will range from 1-100,000 items.

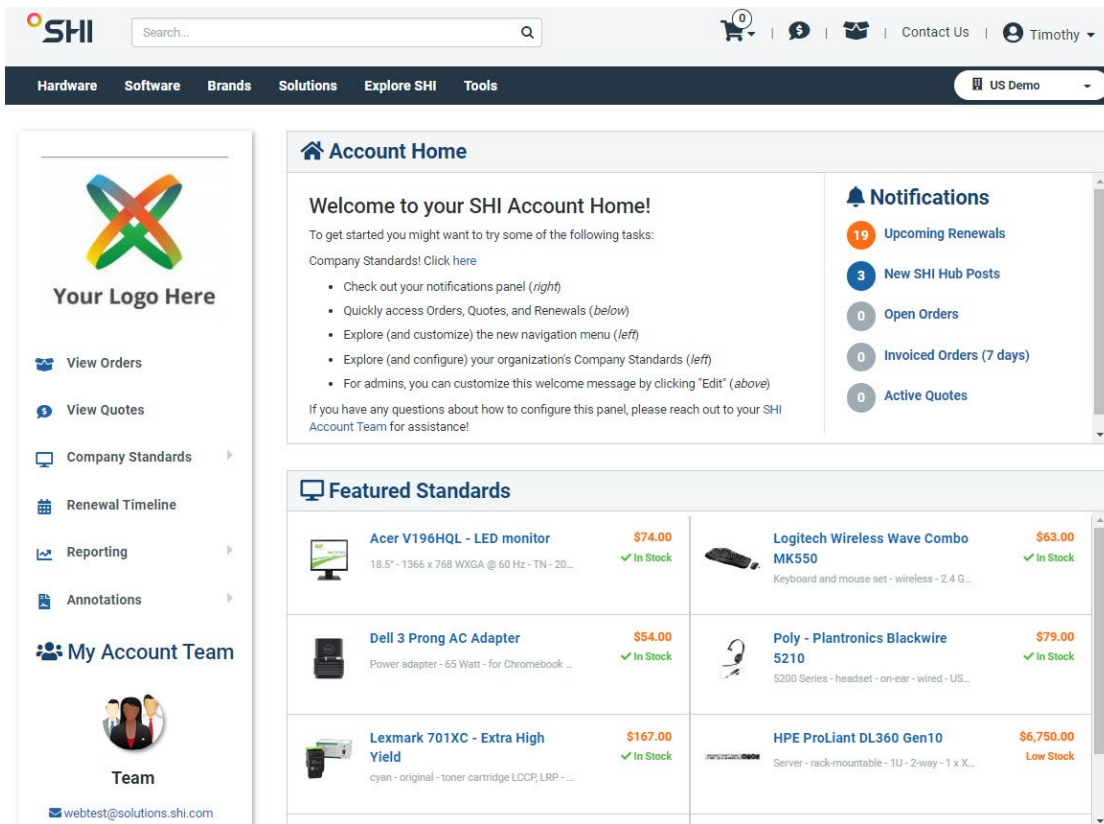
SHI.com is SHI's single-source procurement platform available to all SHI customers. From the comfort of your office, State of West Virginia can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our Polaris Renewal Organizer (PRO) Timeline.

With over 470,000 products available, our eCommerce team will ensure State of West Virginia's site contains only approved products. This requires no additional work for State of West Virginia: We review your company standards, license agreements, and location to ensure we only offer products that meet your requirements.

Self-Service

The platform is designed to support self-service functions, including the registration of new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission.

SHI's catalog includes all the features State of West Virginia should expect every procurement website to have — advanced search capabilities, real-time reporting, permission levels for different user groups (approval routing), and more. State of West Virginia can also customize the landing page to show your company logo and a news and announcements section.



Seamless Integration

Our open architecture system allows us to integrate with most ecommerce platforms, whether through market leaders or a proprietary solution. In addition to supporting the following punch-out types, SHI regularly updates this list as we continue to work with new applications.

SHI.com Supported Punch Out Types

<ul style="list-style-type: none"> • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa/Coupa Advantage • DSSI • ePlus Procure+ • GEP • Global Healthcare Exchange (GHX) • Hubwoo • IDS • IOS Corp • iPayables • iVanti 	<ul style="list-style-type: none"> • iValue • Jaggaer • Lawson • Oracle OAG/Oracle Supplier Network and cXML Punchout • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet 	<ul style="list-style-type: none"> • Remedy • Roundtrip • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • WorkDay • Yardi • Zycus
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Regardless of your IT procurement needs, SHI's web catalog can meet the challenge. And with the option of eight currencies and four languages, State of West Virginia has limitless opportunities to expand.

Training

To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with State of West Virginia to determine the training program and schedule that works best for you. SHI can grant anyone necessary access to the site via URL. Once they create a login, they will be able to access catalog information, pull reports, and get analytical data from the dashboards available 24x7.

State of West Virginia authorized users will access your catalog with SHI by logging into their accounts on SHI.com. There is no limit to the number of users I.D.s or passwords. Each authorized user within State of West Virginia will have a user I.D. and password that will automatically link them to the approved State of West Virginia catalog with your contracted pricing. User permission called Manager with Employee Admin can allow a user to create and disable user accounts. SHI.com has a reset password URL that would allow users to reset their passwords.

For major license agreements that are standard, both License Agreement and Product Use Rights terms are available via the Fine Print tool accessible via shi.com. SHI can grant anyone the necessary access to the site via URL. Once they create a login, they will be able to access catalog information, pull reports, and get analytical data from the dashboards available 24x7.

4.1.17.4 Discounted Price to the State (factoring in discount percentage)

SHI Response:

SHI is pleased to offer State of West Virginia a percent discount of off MSRP not SHI Advertised list price for all software products.

4.1.18 The State may require the ability to make either monthly or quarterly payments on yearly total cost.

SHI Response:

Upon award, quarterly payments for EA annual billings could be established with mutually agreed terms and conditions. SHI will provide monthly payments for Azure overages.

CATALOG

6.1 Submission. Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

SHI Response:

SHI acknowledges this requirement and will comply.

ORDERING AND PAYMENT

7.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

SHI Response:

SHI acknowledges this requirement and will comply.

7.2 Invoicing and Payment: Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

SHI Response:

SHI acknowledges this requirement and will comply with mutually agreed terms between SHI and the State of West Virginia, after award.

DELIVERY AND RETURN

8.1 Delivery Time and Place: Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within two (2) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

SHI Response:

SHI acknowledges this requirement and will comply.

8.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

SHI Response:

SHI acknowledges this requirement and will comply.

8.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

SHI Response:

SHI acknowledges this requirement and will comply.

8.4 Return of Unacceptable Items: Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

SHI Response:

SHI acknowledges this requirement and will comply.

8.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

SHI Response:

SHI acknowledges this requirement and will comply.

SUPPORTING DOCUMENTS

MINORITY OWNERSHIP STRUCTURE

Breakdown of SHI's ownership structure:

- 52% majority shareholder, Thai Lee
- 40% minority shareholder, KoGuan Leo
- 8% held in trust.

As a minority-owned and woman-owned enterprise, SHI is the country's largest privately-owned minority and woman business enterprise provider of information technology products and services. We place a high value on customer satisfaction and have fostered strong business relationships, leading to an array of certifications and recognitions. These most recent certifications and recognitions underscore SHI's dedication to our customers and our commitment to upholding the highest standards as an organization. They include:

Certifications and Affiliations

NATIONAL		INTERNATIONAL			
 NMSDC National Minority Supplier Development Council	 certified WBENC WOMEN'S BUSINESS ENTERPRISE	 CAMSC Canadian Aboriginal and Minority Supplier Council	 WECconnect INTERNATIONAL		
		SHI Corporation UK Limited SHI Global IT Solutions Ireland Limited SHI International SAS France SHI Singapore Solutions PTE. LTD			
STATE GOVERNMENT MWBE CERTIFICATIONS		Delaware	Massachusetts	Missouri	New Jersey
		North Carolina	Virginia	Tennessee	Wisconsin
UTILITY CERTIFICATIONS		California Public Utilities Commission - Supplier Clearinghouse			

Supplier Diversity Awards

 Aflac Partner of the Year Award Diversity Supplier Recognition	 WBENC NY WBE Connection Award (WBENC Regional Home Council)	 CRN UK WOMEN & DIVERSITY IN CHANNEL AWARDS 2022 Gender Parity Award	 AT&T Mega Deal Supplier Diversity Award
 Western Regional Minority Supplier Development Council 2023 Supplier of the Year Award	 Blue Cross Blue Shield Blue Care Network of Michigan Secure Diverse Supplier Achievement Award	 CUSHMAN & WAKEFIELD Diverse Vendor of the Year Award	Nominated by Merck for FAST*100 USAFAC

NATIONAL CERTIFICATES

SHI is proud to be the largest Minority/Woman Owned Business Enterprise (MWBE) in the United States.

Minority-Owned Business Certificate (MBE): This official document certifies that SHI International Corp has met the requirements for the National certification as defined by the National Minority Supplier Development Council (NMSDC) and our home regional affiliate – New York and New Jersey Minority Supplier Development Council as a bona fide minority owned company in conjunction with our Ethnic Business Classification - Asian-Pacific American.



Woman-Owned Business Certificate (WBE): This official nationally recognized document certifies that SHI International Corp has met the requirements for the National certification as defined by Women’s Business Enterprise National Council (WBENC) and our home council – WPEO - NY, a regional WBENC Regional Partner Organization in conjunction with our Female Owned Business Classification - Woman-Owned.



CERTIFICATE OF GOOD STANDING- ACTIVE STATUS

West Virginia Secretary of State

Search Results

Name	Type	City	Status	Certificate	Details
MITSUBISHI INTERNATIONAL CORPORATION	Corporation	NEW YORK	Active	Purchase Certificate of Existence	Details
SHI INTERNATIONAL CORP	Exempt Corporation	SOMERSET	Active		Details

West Virginia Secretary of State

Business Entity Details

Main					
Name: SHI INTERNATIONAL CORP					
Type: EC	Sec Type:	City: SOMERSET	Class: P	Organization Number: 261742	
Eff Date: 10/10/2007	File Date: 10/10/2007	Term Date:	Term Reason:	Ch Type: F	
Ch County:	Ch State: NJ	Bus Purp:	Ex Acres:	Term Yrs:	
Auth Shrs:	Cap Stck:	Status: Active	Par Vat:	MGMT:	
Addresses					
Principal Office Address:	Name:	Addr1: 290 DAVIDSON AVENUE	Addr2: City: SOMERSET	State: NJ	Zip: 08873
Notice of Process Address:	Name: C T CORPORATION SYSTEM	Addr1: 5400 D BIG TYLER ROAD	Addr2: City: CHARLESTON	State: WV	Zip: 25313
Mailing Address:	Name:	Addr1: 290 DAVIDSON AVENUE	Addr2: City: SOMERSET	State: NJ	Zip: 08873
Mailing Address:	Name:	Addr1:	Addr2: City:	State:	Zip:

RFQ DOCUMENT AND SIGNED ADDENDUM

SHI Response:

RFQ document and signed Addendum are attached below.



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: 1395109			Reason for Modification:
Doc Description: LAR24 - Statewide Contract for Microsoft Licensing			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-14	2024-03-27 13:30	CRFQ 0212 SWC2400000005	1

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

VENDOR
Vendor Customer Code: Vendor ID: 000000117794 Vendor Name : SHI International Corp. Address : 290 Davidson Ave. Street : Same as above City : Somerset State : NJ Country : USA Zip : 08873 Principal Contact : Cara Ross Vendor Contact Phone: 614-537-0973 Extension: NA

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

 Vendor Signature X Moitrayee Majumdar	FEIN# 22-3009648	DATE 03/26/2024
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All offers subject to all terms and conditions contained in this solicitation

	Document Phase	Document Description	Page 3
SWC2400000005	Draft	LAR24 - Statewide Contract for Microsoft Licensing	

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. PREBID 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.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. 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.

All Vendors should arrive prior to the starting time for the pre-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.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. 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 nonbinding.

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

Question Submission Deadline: **Wednesday March 20, 2024 @ 2:00 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, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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 SWC2400000005
BID OPENING DATE: Wednesday March 27, 2024
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 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).

Bid Opening Date and Time: 03/27/2024 @ 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 Acknowledgment Form, 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.

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 should 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. 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.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, 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.

13. 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.

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

15. 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.

16. 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. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. 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 § 148-1-4.6.

18. 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.

19. 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.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. 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 § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. 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 *WV*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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 Three (3) Years. 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 SHI International Corp.), 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 _____ 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 One (1) term of three (3) Yrs successive three (3) 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: _____ 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.b.

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) Kristina Mann, Sr. Manager - Contracts

(Address) 290 Davidson Ave. Somerset, NJ 08873

(Phone Number) / (Fax Number) 732-5648-536

(email address) Kristina_Mann@SHI.com

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.

SHI International Corp.

(Company) Moitrayee Majumdar

(Signature of Authorized Representative)

Moitrayee Majumdar, Senior Proposal Specialist

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

858-232-2931

(Phone Number) (Fax Number)

Moitrayee_Majumdar@SHI.com

(Email Address)

SHI has provided exceptions to the terms and conditions in the RFP. Please refer to SHI exceptions in page 7 above.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish a Statewide Contract for Microsoft Licensing and Services tentatively called LAR24. The Contract awarded from this Solicitation shall cover the entire Microsoft licensing catalog with the award being made to the Vendor providing the largest percentage discount to the State. The State of West Virginia has Enterprise and Select agreements with Microsoft, which can be found here: <https://www.state.wv.us/admin/purchase/termsagreements.html>. The State of West Virginia includes many Enrollments, including but not limited to, Executive Branch Agencies, Constitutional Officers, Supreme Court of Appeals, and localities. These Enrollments have distinct anniversaries and are often managed by separate offices. The winning Vendor will be responsible for coordinating with each Enrollments' appropriate point of contact.

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 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.

 - 2.2 **"Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).

 - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category

 - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.

 - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.

 - 2.6 **"Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally Microsoft licensing.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

- 2.7 **“Pricing Page” or “Pricing Pages”** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.8 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.9 **“Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.10 **“Unit”** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 **“Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 **“Units Provided for Catalog Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

3. QUALIFICATIONS:

- 3.1 Vendor must be an authorized Microsoft Licensing Solution Provider (LSP).
- 3.2 Vendor must have at least five (5) years of experience in providing Microsoft Enterprise licensing to an entity of similar size (25,000 users) with at least three (3) years being consecutive. Vendor must provide attestation upon request.
- 3.3 Vendor must be authorized to sell the entire Microsoft catalog for all current, existing, and new Microsoft products and subscriptions.

4. GENERAL REQUIREMENTS:

- 4.1 **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

- 4.1.1** Vendor must abide by State of West Virginia's existing Enterprise, Select, and Volume Licensing Agreements.
- 4.1.2** Vendor is responsible for establishing, signing, and maintaining Enrollments.
- 4.1.3** After award, the winning Vendor must initiate and execute for each of the State's Enrollments a Change of Channel Partner (CoCP) agreement with Microsoft, if applicable.
- 4.1.4** Vendor must provide the licensing in a timely manner upon receiving an order from the State.
- 4.1.5** Vendor must work with points of contact for each Enrollment in order to provide renewals, updates, additional licensing, savings opportunities, and other opportunities advantageous to the State.
- 4.1.6** Vendor must provide both subscription and perpetual licensing options.
- 4.1.7** Vendor must provide licensing support, such as Microsoft Unified Support.
- 4.1.8** Vendor must allow for True-Up and True-Down in accordance with the terms set forth in the Enterprise Agreement.
- 4.1.9** Vendor must provide software maintenance and support for both new and existing Microsoft licensing, including but not limited to updates, upgrades, patches/fixes, etc.
- 4.1.10** Vendor will act as a liaison between the State and Microsoft, as needed. Vendor will be responsible for: assisting the State in selecting the appropriate software; explaining the licensing and licensing agreements; ensuring savings and compliance; and working with all parties to ensure most efficient and cost-effective solution.
- 4.1.11** Vendor must continuously work with State and Microsoft to ensure the best cost to the State, as well as apply software assurance credits to realize cost savings.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

- 4.1.12** Vendor must provide a main point of contact (Account Manager) for the State. While others may be necessary for implementation and usage of the contract, the Account Manager will be the single point of contact for the State. The Account Manager will be expected to respond to the State's requests and questions within a maximum of two (2) business days. The State reserves the right to request, and the Vendor must provide, a new Account Manager for any reason.
- 4.1.13** Software and products must be secure and adhere to security standards such as FedRAMP, NIST, CSA, SOC 2, ISO, etc.
- 4.1.14** Vendor must provide the State with the ability to apply, manage, track, reserve, and remove licensing through a centralized portal. Each Enrollment will only need to see its licensing, so multiple accounts must be created and/or continued to ensure appropriate separation.
- 4.1.15** For Executive Branch agencies, the Vendor must not fulfill any orders from this agreement without approval from the West Virginia Office of Technology.
- 4.1.16** At the request of the State, the Vendor must provide a quote showing the cost of the licensing, including, at a minimum, product SKU, list price, discount amount, and total cost. Costs must reflect the agreed upon percentage discount or a greater-than-agreed-upon discount.
- 4.1.17** Vendor must provide an online catalog portal where pricing can be verified by the State. At a minimum, the catalog must contain the following:
- 4.1.17.1** Microsoft Part Number
 - 4.1.17.2** Item Description
 - 4.1.17.3** List Price
 - 4.1.17.4** Discounted Price to the State (factoring in discount percentage)
- 4.1.18** The State may require the ability to make either monthly or quarterly payments on yearly total cost.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

5. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 5.1 Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- 5.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item on Exhibit A Pricing Page. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 5.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Toby.L.Welch@wv.gov

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

6. Catalog:

- 6.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

7. ORDERING AND PAYMENT:

- 7.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 7.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

8. DELIVERY AND RETURN:

8.1 Delivery Time and Place: Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within two (2) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 8.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 8.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

8.4 Return of Unacceptable Items: Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

8.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

9. VENDOR DEFAULT:

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

9.1.1 Failure to provide Eligible Items in accordance with the requirements contained herein.

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

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

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Statewide Contract for Microsoft Licensing and Services (LAR24)

10. MISCELLANEOUS:

- 10.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Kristina Mann, Sr. Manager - Contracts
Telephone Number: 732-5648-536
Fax Number: NA
Email Address: Kristina_Mann@SHI.com

Notice of State of West Virginia

Confidentiality Policies and Information Security Accountability Requirements

1.0 INTRODUCTION

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

2.0 DEFINITIONS

- 2.1 Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.2 Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.
- 2.3 Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

3.0 BACKGROUND

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements

theft, loss, or compromise of data, or systems containing data. At these times, vendors must be accountable for the loss of data in their possession by ***immediately reporting*** the incident surrounding the loss, and by absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.

4.0 POLICY

- 4.1** All vendors for the Executive Branch of West Virginia State government shall sign both the RFP or RFQ, as applicable, and the Purchase Order which contain the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.
- 4.2** Vendors must contact the Privacy Officer of the Agency with which they are contracting to obtain Agency-specific privacy policies, procedures and rules, when applicable.
- 4.3** For vendors' information, Agencies generally require at least the following minimum standards of care in the handling of their Confidential Information:
 - 4.3.1** Confidential Information shall only be used or disclosed for the purposes designated in the underlying contract and at no time shall it be disclosed or used for a personal, non-work or non-contract related reason, unless specifically authorized in writing by the Agency.
 - 4.3.2** In all circumstances, vendors shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the vendor on behalf of the Agency, or received by the vendor from the Agency, is owned by the Agency. There are no exceptions to this provision.
 - 4.3.3** In no circumstance shall a vendor use Confidential Information, or data, in any way detrimental to the Agency or to any individual whose records reside in the vendor's control. This prohibition shall not be construed to curtail a vendor's whistleblower rights under Federal and State law. If, in the process of making a good faith report under the provisions of W. Va. Code § 6C-1-1 et seq. or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (Pub. L. No. 104-191) as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the Federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") or any other relevant whistleblower law, a vendor finds it necessary to

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements

disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the information is explicitly conveyed to the authorized recipient.

- 4.3.4** The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.
- 4.3.5** Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.
- 4.3.6** The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.
- 4.4** If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:
 - 4.4.1** If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.
 - 4.4.2** Notification of Breach.
 - 4.4.2.1** Upon the **discovery** of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,
 - 4.4.2.2** Within 24 hours by e-mail or fax of any **suspected** Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of **potential** loss of confidential data affecting the underlying contract.
 - 4.4.2.3** Notification required by the above two sections shall be provided to:

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements

(1) the Agency contract manager whose contact information may be found at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov.

- 4.4.2.4** The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.
- 4.4.2.5** Agency will coordinate with the vendor to determine additional specific actions that will be required of the vendor for mitigation of the Breach, which may include notification to the individual or other authorities.
- 4.4.2.6** All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals.
- 4.5** The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.
- 4.6** The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.
- 4.7** All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and an industry

**Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements**

standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.



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: 1395109
Doc Description: Addendum No1 LAR24 - Statewide Contract for Microsoft Licens

Reason for Modification:
 Addendum No 1 is issued to publish questions and answers and to modify the bid opening date

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-21	2024-03-29 13:30	CRFQ 0212 SWC2400000005	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: Vendor ID: 000000117794

Vendor Name : SHI International Corp.

Address : 290 Davidson Ave.

Street : Same as above

City : Somerset

State : NJ

Country : USA

Zip : 08873

Principal Contact : Cara Ross

Vendor Contact Phone: 614-537-0973

Extension: NA

FOR INFORMATION CONTACT THE BUYER

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

Moitrayee Majumdar
Vendor Signature X Moitrayee Majumdar

FEIN# 22-3009648

DATE 03/26/2024

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

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with responses
- 2) To modify the bid opening date from 3/27/24 to 3/29/24.

---no other changes---

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Microsoft Licensing - See Pricing Page	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Microsoft Licensing and Services:

**Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A Pricing Pages and must attach with bid.

See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 2:00 p.m.	2024-03-20

SOLICITATION NUMBER: CRFQ SWC2300000005

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 publish vendor's questions with their responses.
 - 2) To modify the bid opening date from 03/27/2024 to 03/29/2024
- 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 SWC2400000005

Vendor Questions

1. What is the SoWV Payment Terms?
Payment terms are contained in the solicitation.
2. Will the SoWV allow Adobe/electronic signature(s)?
Yes.
3. When does the current EA expire?
The State's Enterprise Agreement expires 05/31/2025. The Enrollments executed under the Agreement have varying expiration dates.
4. Who is your MSFT Rep?
This question is not relevant to this solicitation.
5. Is it required to have one Technical Proposal and one Cost Proposal for this response?
Please refer to the Instructions to Bidders.
6. Will the state be billing the vendor any administrative or assessed "Fees" during the term of this contract?
No.
7. Based on the details required to respond to this RFP, requesting for an extension of one week on the RFP due date.
Due to time constraints, the State can only grant an extension to 03/29/24.
8. Microsoft Catalog - Pricing excel file, is it different from Exhibit A?
Pricing Page and Exhibit A are the same.
9. Exceptions are allowed to the RFP terms and conditions. Please confirm.
Please refer to Instructions to Bidders.
10. Are there specific forms for the below items? If yes, where to find it?
Any required forms will be provided to the Vendor when/if necessary.
11. Boycott of Israel form, where to find it?
West Virginia Code § 5A-3-63
12. Interested party supplemental disclosure?
West Virginia Code § 6D-1-2
13. No-debt certification?
West Virginia Code §§ 5A-3-10a and 5-22-1(i)
14. Conflict of interest?
West Virginia Code §5A-3-31 and § 6B-2-5
15. Due to Microsoft offering different discounts per category, will the vendor respond with multiple discounts per category versus 1 discount for all? Or the vendor will respond with a cost + model? Please clarify.
One discount is required.

CRFQ SWC2400000005

Vendor Questions

16. Unified Support is customer specific and defined by a scope of work. Discount off list will not work for scope-based solutions. How does the state intend to price out those solutions?
Unified Support will be procured via the contract's terms and in conjunction with all applicable parties.
17. Does WV intend to use this contract for other Microsoft licensing agreement programs outside of the EA (i.e., Select Plus, MPSA, Open Value). Is this contract open to Azure based solutions (i.e., Azure overages, azure prepay commit, and azure marketplace). Please confirm.
Please refer to Purpose and Scope. Azure is included.
18. Please advise if we can upload our Technical and Price proposal electronically to the portal to submit this RFP response.
Please refer to the Instructions to Bidders.
19. Regarding the products listed on the 'Microsoft Catalog - Pricing Page,' could you confirm whether any of these products are currently covered under an SCE? Alternatively, are all products currently part of a standard GCC Gov EA?
Those products listed are part of the Executive Branch's current Microsoft licesning covered under its Enrollment. Other Enrollments under the Enterprise Agreement may have SCE products.
20. Are there any non-standard discounts previously agreed upon with Microsoft? If yes, please share that information.
Discounts are not provided from Microsoft.
21. What's the expected start date of this new contract?
As soon as practicable.
22. Would you like us to elaborate on our specific areas of expertise related to Microsoft solutions?
Vendor may submit any information it would like regarding this topic with specific emphasis on how it meets the requirements set forth in the solicitation. Award shall be based on adherence to mandatory requirements only.
23. Should we emphasize our close collaboration with Microsoft and any joint initiatives?
Vendor may submit any information it would like regarding this topic with specific emphasis on how it meets the requirements set forth in the solicitation. Award shall be based on adherence to mandatory requirements only.

CRFQ SWC2400000005

Vendor Questions

24. Should we discuss any advanced specializations we've achieved?
Vendor may submit any information it would like regarding this topic with specific emphasis on how it meets the requirements set forth in the solicitation. Award shall be based on adherence to mandatory requirements only.

25. Would you like additional information about our Microsoft Partner status and the solutions we provide?
Vendor may submit any information it would like regarding this topic with specific emphasis on how it meets the requirements set forth in the solicitation. Award shall be based on adherence to mandatory requirements only.

26. Is the state open to negotiating specific terms?
See Instructions to Bidders for Exceptions.

27. Would the state be willing to grant an extension for the bid due date?
Due to time constraints, the State can only grant an extension to 03/29/24.

28. We noticed that the discount percentage on the pricing page rounds up to the nearest whole number. Could you please confirm if this rounding requirement applies universally, or if fractional percentages are also acceptable?
The State will allow discount percentage to two decimal places, ex 10.25%. When providing the cost and invoicing to the State, the Vendor must also round to two decimal places, ex. \$100.75.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC24*005

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 checked="" 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.

SHI International Corp.

Company

Moitrayee Majumdar *Moitrayee Majumdar*

Authorized Signature

03/26/2024

Date

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



We Are SHI

**We bring together
IT and Procurement
like never before**

VENDORS SHOULD COMPLETE ALL COLUMNS											
Pricing Page Eligible Item Description				Discounted Unit Price Calculation				Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.											
Item #	Product Category	Description	Part #	LIST PRICE	Discount Percentage	Discount Amount	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
I.	MICROSOFT LICENSING										
1	Licensing	Project Standard ALng SA	076-01912	\$154.00	18%	\$27.77	\$126.23	Each	8	\$126.23	\$1,009.87
2	Licensing	Visual Studio Ent MSDN ALng SA	MX3-00117	\$1,287.00	18%	\$232.05	\$1,054.95	Each	81	\$1,054.95	\$85,451.27
3	Licensing	Visual Studio Pro MSDN ALng SA	77D-00111	\$369.00	18%	\$66.53	\$302.47	Each	14	\$302.47	\$4,234.57
4	Licensing	Azure DevOps Server ALng SA	125-00124	\$76.00	18%	\$13.70	\$62.30	Each	21	\$62.30	\$1,308.24
5	Licensing	CIS Suite Datacenter Core ALng SA 2L	9GS-00135	\$200.00	18%	\$36.06	\$163.94	Each	384	\$163.94	\$62,952.96
6	Licensing	CIS Suite Standard Core ALng SA 2L	9GA-00313	\$43.00	18%	\$7.75	\$35.25	Each	5970	\$35.25	\$210,425.19
7	Licensing	SQL CAL ALng SA User CAL	359-00961	\$43.00	18%	\$7.75	\$35.25	Each	727	\$35.25	\$25,624.64
8	Licensing	SQL Server Enterprise ALng SA	810-04760	\$1,855.00	18%	\$334.46	\$1,520.54	Each	7	\$1,520.54	\$10,643.80
9	Licensing	SQL Server Enterprise Core ALng SA 2L	7JQ-00343	\$2,968.00	18%	\$535.13	\$2,432.87	Each	125	\$2,432.87	\$304,108.70
10	Licensing	SQL Server Standard ALng SA	228-04433	\$194.00	18%	\$34.98	\$159.02	Each	8	\$159.02	\$1,272.17
11	Licensing	SQL Server Standard Core ALng SA 2L	7NQ-00292	\$774.00	18%	\$139.55	\$634.45	Each	275	\$634.45	\$174,473.15
12	Licensing	System Center Standard Core ALng SA 2L	9EN-00198	\$22.00	18%	\$3.97	\$18.03	Each	8	\$18.03	\$144.27
13	Licensing	Win Remote Desktop Services CAL ALng SA UCAL	6VC-01254	\$29.00	18%	\$5.23	\$23.77	Each	464	\$23.77	\$11,029.88
14	Licensing	Win Server DC Core ALng SA 2L	9EA-00278	\$304.00	18%	\$54.81	\$249.19	Each	209	\$249.19	\$52,080.46
15	Licensing	Win Server Standard Core ALng SA 2L	9EM-00270	\$24.00	18%	\$4.33	\$19.67	Each	648	\$19.67	\$12,747.97
16	Licensing	Win E3 ALng Sub MVL Per User	AAA-10787	\$6.20	18%	\$1.12	\$5.08	Each	1,568	\$5.08	\$7,968.80
17	Licensing	Win E3 FSA ALng Sub Per User	AAA-10766	\$66.00	18%	\$11.90	\$54.10	Each	3,032	\$54.10	\$164,031.81
18	Licensing	Win G5 Step-up use w/GCC Sub	TSP-00001	\$5.60	18%	\$1.01	\$4.59	Each	8	\$4.59	\$36.72


VENDORS SHOULD COMPLETE ALL COLUMNS											
Pricing Page Eligible Item Description				Discounted Unit Price Calculation				Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.											
Item #	Product Category	Description	Part #	LIST PRICE	Discount Percentage	Discount Amount	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
19	Licensing	EMS G3 GCC ALng Sub Per User	AAD-32907	\$10.60	18%	\$1.91	\$8.69	Each	4,600	\$8.69	\$39,968.57
20	Licensing	M365 G3 Unified FSA GCC Sub Per User	AAD-34700	\$33.70	18%	\$6.08	\$27.62	Each	15,392	\$27.62	\$425,186.91
21	Licensing	M365 G5 FSA GCC Sub Per User	AAL-48033	\$57.40	18%	\$10.35	\$47.05	Each	8	\$47.05	\$376.41
22	Licensing	O365 G1 GCC Sub Per User	U4S-00002	\$10.20	18%	\$1.84	\$8.36	Each	4,600	\$8.36	\$38,460.32
23	Licensing	GitHub Enterprise Sub Per User	PEY-00002	\$19.70	18%	\$3.55	\$16.15	Each	10	\$16.15	\$161.48
24	Licensing	Visio P2 FSA GCC Sub Per User	9K4-00003	\$12.00	18%	\$2.16	\$9.84	Each	131	\$9.84	\$1,288.57
25	Licensing	Visio P2 GCC Sub Per User	P3U-00001	\$14.10	18%	\$2.54	\$11.56	Each	20	\$11.56	\$231.16
26	Licensing	Azure prepayment	6QK-00001	\$1,500.00	18%	\$270.45	\$1,229.55	Each	30	\$1,229.55	\$36,886.50
27	Licensing	D365 Case Management GCC Sub Per User	NUY-00001	\$42.70	18%	\$7.70	\$35.00	Each	8,097	\$35.00	\$283,404.64
28	Licensing	D365 Customer Service Chat GCC Sub Per User AO	R3S-00001	\$66.00	18%	\$11.90	\$54.10	Each	20	\$54.10	\$1,082.00
29	Licensing	D365 Customer Service GCC Sub Per User	NVG-00005	\$104.50	18%	\$18.84	\$85.66	Each	40	\$85.66	\$3,426.35
30	Licensing	D365 Team Members GCC Sub Per User	MTL-00001	\$8.80	18%	\$1.59	\$7.21	Each	30	\$7.21	\$216.40
31	Licensing	M365 F3 Unified GCC Sub Per User	AAD-63092	\$8.60	18%	\$1.55	\$7.05	Each	1,300	\$7.05	\$9,164.25
32	Licensing	M365 F5 Security GCC Sub Add-on	918-00004	\$8.60	18%	\$1.55	\$7.05	Each	1,300	\$7.05	\$9,164.25
33	Licensing	M365 G5 Security GCC Sub Per User	8ZZ-00001	\$13.20	18%	\$2.38	\$10.82	Each	19,992	\$10.82	\$216,314.24
34	Licensing	Power BI Premium EM3 GCC Sub	HK6-00002	\$2,332.90	18%	\$420.62	\$1,912.28	Each	1	\$1,912.28	\$1,912.28
35	Licensing	Power BI Pro GCC Sub Per User	DDJ-00001	\$9.40	18%	\$1.69	\$7.71	Each	46	\$7.71	\$354.44
36	Licensing	Project Online Essentials GCC Sub Per User	3PN-00001	\$6.60	18%	\$1.19	\$5.41	Each	9	\$5.41	\$48.69
37	Licensing	Project P3 CAO GCC Sub Add-on to Project Standard	7E4-00004	\$10.50	18%	\$1.89	\$8.61	Each	8	\$8.61	\$68.85

VENDORS SHOULD COMPLETE ALL COLUMNS											
Pricing Page Eligible Item Description				Discounted Unit Price Calculation				Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.											
Item #	Product Category	Description	Part #	LIST PRICE	Discount Percentage	Discount Amount	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
38	Licensing	Project P3 FSA GCC Sub Per User	7E7-00001	\$23.90	18%	\$4.31	\$19.59	Each	11	\$19.59	\$215.50
39	Licensing	Project P3 GCC Sub Per User	7MS-00001	\$28.10	18%	\$5.07	\$23.03	Each	40	\$23.03	\$921.34
40	Licensing	AzurepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	J5U-00003	\$0.00	18%	\$0.00	\$0.00	Each	1	\$0.00	\$0.00

Total Bid Cost \$2,198,397.61

MANDATORY INFORMATION: List of Discount Percentages:	
Category	DISCOUNT PERCENTAGE
Licensing	18%

Vendors should complete the contract coordinator information below:

VENDOR NAME: SHI International Corp.	PHONE: 732-564-8536
CONTRACT MANAGER: Kristina Mann (Please print)	FAX: NA
AUTHORIZED REPRESENTATIVE: 	EMAIL: Kristina_Mann@SHI.com
(Signature)	03/28/2024
AUTHORIZED REPRESENTATIVE: Moitrayee Majumdar	(Date)
(Print)	