

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: SHI International Corp. VENDOR # 100000849

PURCHASE PER: _____

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING ON BEHALF OF THE CONTRACTOR):

NCSTATE CONTRACT

Cassie Skelton
Print Name cassieskelton@shi.com 208C

TYPE OF CONTRACT: New ☐ Renewal ☒ Amendment ☐ Services ☐ Goods ☒ Consulting ☐ Construction ☐ Lease ☐ Other ☐ 3rd YR of 3 YR CONTRACT

SCOPE OF WORK: Microsoft License Renewal per Three Agreement – FR17-613, FR18-754

CONTRACT AMT: 835,674.06 CONTRACT TERM: 01/01/19 to 12/31/19 RFP/IFB/RFO#: _____

FUNDING SOURCE: General ☐ State ☐ Federal ☐ UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ☐ NO ☒

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	Increase (I) or Decrease (D)	ADDITIONAL INFO
1	4004300000	4200191000	5300253500	4200191030106404		800,000.00		
2	1001010000	4200191000	5300160100			35,674.06		
3								

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☐ NO ☐

COUNTY ATTORNEY

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES ☐ NO ☐ Date of BOCC Approval: _____

Reviewing Attorney: _____ Date: _____

REQUISITIONER

Printed Name/Title: _____ Date: _____

E-Mail Address: _____

DocuSign E-Signature

Date: _____

DEPARTMENT HEAD OR DESIGNEE (Individual E-Signing Contract)

Date: _____

DocuSign E-Signature

CHIEF FINANCIAL OFFICER

Date: _____

Printed Name/Title: _____

COUNTY MANAGER

Date: _____

E-Mail Address: _____

DocuSign E-Signature

Additional Comments/Instructions by Department:

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

Purchasing Comments:

FUNDS RESERVATION# _____

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

PURCHASE OF GOODS CONTRACT

THIS CONTRACT made and entered into this 4th day of October 2018, for the purchase of Goods, by and between the **COUNTY OF DURHAM**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "**PURCHASER**", and SHI International Corp., hereinafter referred to as **SHI INTERNATIONAL CORP.**

1. TERMS.

- A. The Seller, in consideration of the sum of **Eight Hundred Thirty-Five Thousand, Six Hundred Seventy-Four and Six Cents (\$835,674.06)**, hereby sells to Purchaser the goods and services at the times, in the manner, at the prices, and at the place(s), pursuant to the provisions and specifications as set forth herein. **No charges of any kind not appearing in this contract will be accepted or paid by Purchaser.** It is Purchaser's discretion to accept items shipped in excess of the quantity ordered and any over shipment may be returned at Seller's expense.
- B. The Term of this contract is effective as of the date entered above until and continue in effect for three (3) years thereafter, unless sooner terminated as provided herein.
- C. Shipments received prior to delivery date without previous approval by Purchaser may be returned or stored at Seller's expense.
- D. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all crates, packages, packing slips, invoices, and correspondence shipped or mailed to Purchaser. All items will be accompanied by assembly instructions and operating and repair manuals, as applicable. Purchaser's count will be accepted as conclusive on all shipments not accompanied by a packing slip.
- E. The parts, material, and workmanship of all items are subject to inspection, testing and counting by Purchaser. Purchaser may reject for full credit or require prompt correction or replacement at Seller's expense, including the expense of unpacking, examining, repacking, storing and transporting of any item defective in material or workmanship or otherwise not in conformity with Bid No _____ (if applicable) or specifications provided by Purchaser. Goods will be delivered to the Purchaser in new condition and undamaged (unless otherwise specified by Purchaser).
- F. This order to Seller is not transferable or assignable without the written permission of Purchaser. Seller is an independent contractor and is not an agent or employee of Purchaser.
- G. Seller warrants that it is the sole owner of the described goods and that it has the unrestricted right to convey a clear title to the Purchaser free and clear of all encumbrances.

- 2. **CHANGE:** Purchaser reserves the right to change, modify and/or cancel this order upon issuance of a change order. If the Purchaser is not notified to the contrary in writing within 10 days after the issuance of the change order, the changed and/or modification and/or cancellation is considered accepted by the Seller.
- 3. **WARRANTY OF GOODS AND MATERIALS:** Seller expressly warrants that all goods, provided or used by the Seller will: conform to the drawings, specifications, samples or other descriptions furnished by the Purchaser or by the Seller; meet requirements detailed in the scope of work; be of good materials and workmanship and free from defect. This express warranty shall not be waived by reason of acceptance of the goods or payment made by the Purchaser. Seller also warrants that all items sold or furnished under this order have been produced, sold, delivered and furnished in compliance with all applicable laws and regulations.

THE SELLER WARRANTS THE MERCHANTABLE QUALITY OF THE GOODS SOLD HEREUNDER AND THAT SUCH GOODS ARE FIT FOR THE PURPOSES FOR WHICH THEY WERE PURCHASED. SUCH WARRANTIES ARE IN ADDITION TO ALL EXPRESS WARRANTIES AND WILL RUN TO THE BENEFIT OF THE PURCHASER. THE SELLER'S PERIOD OF WARRANTY WITH RESPECT TO EACH ITEM WILL BE AT LEAST AS LONG AS THAT OF THE MANUFACTURER OF SUCH ITEM, AND SELLER WILL HONOR SAME.

4. **INDEMNITY.** To the fullest extent permitted by laws and regulations, the Seller shall indemnify and hold harmless the Purchaser and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Seller or its officials, employees, or subcontractors under this Contract or under the contracts entered into by the Seller in connection with this Contract. This indemnification shall survive the termination of this agreement.
5. **INSURANCE.** Seller shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the Seller shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Purchaser. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. Seller shall advise the Purchaser of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. Seller's insurance shall be primary and any insurance or self-funded liability programs maintained by the Purchaser shall not contribute with respect to the Seller's insurance. Purchaser shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the Seller. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

5.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

5.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

5.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the Purchaser does not represent that coverage and limits will necessarily be adequate to protect Seller, and such coverage and limits shall not be deemed as a limitation on Seller's liability under the indemnities granted to the Purchaser in this Contract. Seller shall provide the Purchaser a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. Seller shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the Purchaser at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the Seller to maintain such insurance or to meet its obligations under the indemnification provisions.

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Purchaser, which immunity is hereby reserved to the Purchaser.

6. **TERMINATION.** The Purchaser may, by written notice, terminate this contract in whole or in part, for failure of Seller to perform, including failure to deliver as and when specified. If so terminated, Seller shall be liable for all damages, including, without limitation, 1) the excess cost of re-procuring similar goods or services, 2) shipping charges for any items the Purchaser may at its option return to Seller, including items already delivered but for which Seller no longer has any use because of default, 3) amounts paid by Purchaser for any items it has received but returns to Seller, and 4) any other damages permitted by applicable law. Purchaser shall have the right to pursue any remedies provided by applicable laws.
7. **EXISTENCE.** Seller warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of New Jersey and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
8. **COMPLIANCE WITH LAWS.** Seller shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Occupational Safety and Health Administration, (iv) the Fair Labor Standards Act, and (v) the Wage and Hour Division. In the event Seller is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and Seller may be declared ineligible for further COUNTY contracts.
9. **E-VERIFY.** As a condition of payment for services and/or goods received under this agreement, Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services and/or goods to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Seller shall verify, by affidavit, compliance of the terms of this section upon request by the Purchaser.
10. **EMPLOYMENT ADVERTISING REQUIREMENTS. RESERVED**
11. **SECURITY BACKGROUND CHECKS. RESERVED**
12. **DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Purchaser and the Seller, arising from this Agreement or the services and/or goods being provided by the Seller, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the Seller in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or goods. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or goods being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-

complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

13. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
PURCHASING DIVISION
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA, 27701**

**SELLER
SHI INTERNATIONAL CORP.
290 DAVIDSON AVE.
SOMERSET, NJ 088793**

14. **CORPORATE AUTHORITY.** By execution hereof, the person signing for Seller below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Seller.

15. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

16. **GOVERNING LAW.** This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

17. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification.**

18. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire understanding between Purchaser and Seller and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Purchase of Goods Contract to be executed by their duly authorized officer or agent.

Purchaser: COUNTY OF DURHAM

Name and Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Seller: _____

Susan Tezai, Durham County Chief Financial Officer

By: _____

Print Name and Title

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: somersetclsupport@mma-ne.com														
INSURED SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Casualty Company	20443	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6050250197	09/30/2018	09/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6050291509	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	650251110	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

Waiver of Subrogation applies per written contract with respect to the terms of the General Liability & Automobile Liability policies. Waiver of Subrogation applies per written contract with respect to the terms of the Workers Compensation policy where permissible by state law.

CERTIFICATE HOLDER

CANCELLATION

County of Durham 200 E Main Street Durham, NC 27701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Cook, Kim

From: Darby, Willie S.
Sent: Thursday, October 4, 2018 3:59 PM
To: Cook, Kim
Subject: RE: Purchase of Goods/Microsoft License/Enterprise agreement

Hi Kim:
Have the Vendor issue a new Certificate of Insurance the present one expires on 9/30/18. Other than that the Purchase Contract is hereby approved as to form.
Thanks,
Willie

From: Cook, Kim
Sent: Thursday, October 04, 2018 2:00 PM
To: Darby, Willie S. <wdarby@dconc.gov>
Subject: Purchase of Goods/Microsoft License/Enterprise agreement

Willie,
Attached are Purchase of Goods contract, COI, NCDIT ITS, SHI quote and Certificate of Insurance to process this contract.
Please update me upon your approval and/or any additional documentation needed to approve the attached contract for its 3rd year renewal.
Thank you,
Kim

KIMBERLY M COOK | Administrative Officer



DURHAM COUNTY
Information Services
& Technology

200 East Main Street, 5th Floor
Durham, North Carolina 27701
Office (919) 560-7083 | Fax (919) 560-7008 | kcook@dconc.gov



Pricing Proposal
Quotation #: 15895150
Reference #: 8975395
Created On: 9/4/2018
Valid Until: 10/31/2018

County of Durham

Antonio Davis

200 E Main St
Durham, NC 27701
UNITED STATES
Phone: (919) 560-7013
Fax:
Email: adavis@dconc.gov

Account Representative

Ryan Shomers

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-211-0831
Fax: 732-868-6055
Email: Ryan_Shomers@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	224	\$18.02	\$4,036.48
2 WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	72	\$124.37	\$8,954.64
3 SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	8	\$18.02	\$144.16
4 WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	5	\$16.38	\$81.90
5 SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	8	\$18.32	\$146.56
6 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	43	\$576.58	\$24,792.94
7 SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	4	\$2,209.67	\$8,838.68

Contract Name: NC Microsoft Software - Enterprise Agreement
Contract #: 208C

9	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	1	\$1,092.55	\$1,092.55
10	SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	1	\$586.40	\$586.40
11	ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	1	\$113.84	\$113.84
12	VSProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	8	\$302.21	\$2,417.68
13	ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	1	\$651.11	\$651.11
14	Prjct ALNG SA MVL Microsoft - Part#: 076-01912 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	2	\$105.65	\$211.30
15	ExchgOnlnKioskGov ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PS-00001 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	25	\$18.67	\$466.75
16	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Cmmt Microsoft - Part#: J5U-00001 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	10	\$1,228.50	\$12,285.00
17	SPE E3 FromSA GOV ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11984 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	2000	\$277.15	\$554,300.00
18	SPE E3 GOV ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11982 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	175	\$337.10	\$58,992.50
19	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11982 Contract Name: NC Microsoft Software - Enterprise Agreement Contract #: 208C	22	\$88.45	\$1,945.90

Contract Name: NC Microsoft Software - Enterprise Agreement
Contract #: 208C

21	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr	12	\$133.66	\$1,603.92
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Microsoft - Part#: P3U-00001
Contract Name: NC Microsoft Software - Enterprise Agreement
Contract #: 208C

Subtotal	\$835,674.06
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*Tax	\$62,675.55
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Total	\$898,349.61
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*Tax is estimated. Invoice will include the full and final tax due.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

STATE OF NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY	REQUEST FOR BEST AND FINAL OFFER NO. ITS-400175
	Offers will be received until: March 27, 2017
	Issue Date: March 22, 2017
Refer <u>ALL</u> inquiries regarding this BAFO to: Kristen Burnette Kristen.burnette@nc.gov 919-754-6788	Commodity Number: 208
	Description: Microsoft Software Reseller for Microsoft Enterprise Agreement
	Using Agency: Multiple
See page 2 for mailing instructions.	Requisition No.: NA

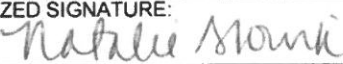
NOTICE TO VENDOR

Offers, subject to the conditions made a part hereof, will be received at this office, 3900 Wake Forest Road, Raleigh, NC 27609 until 2:00pm on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions. Bids submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud.

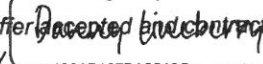
Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: SHI International Corp		
STREET ADDRESS: 290 Davidson Ave	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Somerset, New Jersey 08873	TELEPHONE NUMBER: 732-868-5902	TOLL FREE TEL. NO 800-477-6479 ext: 8685902
PRINT NAME & TITLE OF PERSON SIGNING: Natalie Slowik	FAX NUMBER: 732-868-5903	
AUTHORIZED SIGNATURE: 	DATE:	E-MAIL: natalie_slowik@shi.com

Offer valid for forty-five (45), days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of Department of Information Technology shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY	
Offer accepted and hereby awarded this ____ day of ____ 3/29/2017 7:06 AM EDT, 20____, as indicated on attached certification, by  (Authorized representative of Department of Information Technology).	480AB127BA2540C...

BAFO Number ITS-400175

Instructions: Sealed offers, subject to the conditions made a part hereof, will be received at the address below, for furnishing and delivering the goods, software, and/or services as described herein.

DELIVER TO:

ITS-400175
 Department of Information Technology
 Attn: Kristen Burnette
 3900 Wake Forest Road
 Raleigh, NC 27609

It is the responsibility of the Vendor to deliver the offer in this office by the specified time and date of opening, regardless of the method of delivery. Address envelope and include IFB/RFQ number as shown above. Vendors are cautioned that offers sent via U.S. Mail, including Express, Certified, Priority, Overnight, etc., may not be delivered in time to meet the deadline.

Deliver one (1) signed original executed offer, one (1) copy of the executed offer response, and one (1) signed, executed electronic copy of its offer on a USB Flash Drive or read-only CD/DVD(s). The files must not be password-protected and must be capable of being copied to other media. Offers submitted electronically in response to this will be accepted.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Vendor for authorized Microsoft Large Account Reseller (LAR) that will provide Microsoft Level D Enterprise Agreement pricing for Microsoft Software and Software Assurance for the State of North Carolina. Products and services will be provided in accordance to the terms and conditions of this IFB and the Microsoft Enterprise Agreement (MSEA) #01E56799 and any future MSEA Master contracts and associated Enrollments with the State of North Carolina. The offer should integrate the previous response to the RFP and any changes listed below. Any individual vendor can receive a different number of requests for BAFOs than other offerors.

Pursuant to 9 NCAC 06B.0403 and IFB ITS400175, DIT entered into negotiations with Vendor. The items identified below represent the negotiated terms upon execution of this request for Best and Final Offer, and acceptance of such by DIT, this shall supersede the IFB and Vendor's response to the IFB.

- Pages 13 and 14 DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS is modified and superseded as follows: Section A. IFB Specific Terms and Conditions is modified and superseded as follows:

6) INTELLECTUAL PROPERTY INDEMNITY - Superseded by the Microsoft Enterprise Agreements for Department of Information Technology (01E65799 and 01E73421).

- SHI agrees to provide the online reporting tool, ReportFactory, free of charge, to track renewals and licenses so Statewide IT Procurement can manage compliance. The instance will be available to the State of North Carolina within 30 days from contract execution.

Yes X No

- SHI agrees to provide Polaris Renewal Organizer, free of charge, to track renewals and licenses so Statewide IT Procurement along with individual agencies can manage compliance. The instance will be available to the State of North Carolina within 30 days from contract execution.

Yes X No

BAFO Number: TS-400175

The State encourages the vendor to supply more competitive prices. Vendor should submit its most competitive prices below.

BAFO COST:

Discount Percentage One: Pricing for State Agencies, non-Education Entities and Local, Municipal and City Governments
Percentage Discount of 18.1 % OFF Microsoft Enterprise Agreement Enrollment software

Please Note: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the Department of Information Technology (DIT) IT Strategic Sourcing Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

