CONTRACT FOR
STATE-WIDE ENTERPRISE
INFORMATION TECHNOLOGY SOFTWARE RESELLER SERVICES

BETWEEN

SHI INTERNATIONAL, CORPORATION
33 KNIGHTSBRIDGE ROAD
PISCATAWAY, NJ 08854
Tom Wampler
Phone: (800) 477-6479
Phone: (502) 254-9964
Email: Tom_Wampler@shi.com

and

THE COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
COMMONWEALTH OFFICE OF TECHNOLOGY (COT)

MA 758 1100000301

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This Master Agreement ("Contract") is entered into, by and between the Commonwealth of Kentucky, Finance and Administration Cabinet, Commonwealth Office of Technology (COT) ("the Commonwealth") and SHI International, Inc. as the Prime Contractor ("Contractor") to establish a Contract for State-Wide Enterprise **Information Technology (**IT) Software Reseller Services.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract
To establish a statewide enterprise-level contract with a single software reseller for the purchase or establishment of:

- Commercial Off the Shelf (COTS) software licenses/media and software license renewals
- Software maintenance
- Packaged technical support service credits and incident resolution services
- Agency/entity software purchases tracking, reporting and analysis
- Licensing compliance tracking and assistance

- Software administration services for current and future enterprise license agreements (ELA's)
- A pricing schedule for Asset Management services
- A flexible purchasing vehicle/portal that is updated routinely with new products/versions to keep pace with the IT industry and Commonwealth business needs

II. Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to Solicitation RFP 758 1000000504, indicated by the issuance of a Contract Award by the Office of Procurement Services, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to Solicitation RFP 758 1000000504 ;
3. Solicitation RFP 758 1000000504 and all attachments thereto, including Section 40--Terms and Conditions of a Contract with the Commonwealth of Kentucky;
4. General Conditions contained in 200 KAR 5:021 and Office of Procurement Services' FAP110-10-00;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to Solicitation RFP 758 1000000504;
7. The Contractor's proposal in response to Solicitation RFP 758 1000000504.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

III. Negotiated Items

1. Support and/or Maintenance for the items in the Market Basket:

The Contractor shall provide the Commonwealth the same discount offered for support and maintenance as licenses except where the discount is not as high as it is for the licenses.

- Oracle and Citrix will not offer a discount for support and/or maintenance but the Contractor shall extend their Pass Through Program to the Commonwealth for these support/maintenance items.
- Microsoft, IBM, VMWare and Adobe shall provide the same percentage discount for support and/or maintenance that is reflected in the license cost tables

- Business Objects standard maintenance shall be the same as the new license discount that is reflected in the license cost tables except when it is a special negotiated rate. The Contractor shall extend their Pass Through Program to the Commonwealth for these support/maintenance items.

2. **The Contractor shall price out new products as follows:**

   - New product from an existing Manufacturer - The Contractor shall apply consistent discounts not to be lower than any discounts offered for a product from an existing Manufacturer.
   - New product from a New Manufacturer – The Contractor commits to comparable discounts offer on other product lines when discounts are available. When discounts are not available the Contractor shall extend their Pass-Through Offer which is defined below.

   Pass Through Program
   The Contractor is extending a Pass Through Program which allows the Commonwealth to process orders through the Contractor when the OEM has provided better pricing than what the Contractor's contract pricing provides. The OEM would have to agree to allow the Contractor to process the order utilizing the direct offered price. This program will also address situations when the OEM offers special incentives with discounts in excess of what the Contractor's contract extends. The Contractor agrees to offer the Commonwealth the better of the discounts offered between OEM offered discounts and the discounts provided on this Contract.

3. **SAM Offering**

SHI's Asset Management program does not offer Metering and does not include Manufacturers not supported by our program.

The Contractor shall provide the following Asset Management functions at **no additional cost** to the Commonwealth:

- Discovery/inventory of installed software
  1. Tools and guidance to assist the Commonwealth accumulate software inventory for all Windows computers.
  2. Connectors to the following inventory systems to extract software inventory that might already exist in those systems: SMS, SCCM, Altiris,

FrontRange/Centennial, LANDesk, Monactive, TrackIT, Asset Works, Express Metrix

3. Agent-based or agentless tools to discover and inventory software from Windows computers not otherwise inventoried. The Contractor shall provide guidance for the proper installation and operation of tools but Commonwealth personnel will assume final responsibility for collection of software inventory information. **The Contractor's personnel will not directly operate Commonwealth systems or install software on any Commonwealth machine.**
4. "Clean" (normalized) and summarize software inventory information to publish simple, common Publisher and Product names in the Inventory Position Statement.
5. Services for software inventory collection and analysis annually.

- License and Maintenance Management
  1. Flexible and secure environment to record the Commonwealth software and maintenance-related contracts.
  2. Record and apply license and maintenance purchases for License Position Statements for annual Entitlement Reviews.
  3. Summarize maintenance agreements and terms periodically in a Maintenance Calendar to provide advance notice of upcoming maintenance expirations.
  4. Conduct Entitlement Reviews annually and issue Maintenance Calendars quarterly.

- Compliance and Surplus Management
  1. Submit a Gap Analysis of all SHI-purchased products annually. .
  2. Record surplus licenses eligible for redeployment in SHI's LRMS "virtual inventory". Order fulfillment shall check virtual inventory before placing orders for the same new product through the Contractor's procurement process.
  3. Administration of license redeployment process. .

- Separate entities: For the purposes of the software Asset Management services provided by the Contractor, the three (3) entities (Executive Branch, K-12, and Higher Education) shall be considered independent and shall be analyzed and reported separately. All of the deliverables cited above shall be provided to each entity separately.

- Organizational structure: The Contractor shall partner with the Commonwealth to build an organizational structure for all three (3) entities – Executive Branch, K-

12, and Higher Education – that represents the structure of the respective organization and accommodates some special considerations required for proper license assignments.

- Data collection software installation: Each Commonwealth entity shall partner with the Contractor to provide software inventory information in a timely and complete fashion to support the deliverables and timetables. Each entity of the Commonwealth must provide sufficient device/network access and technical configuration support to assure software inventory collection software can be installed and operated across all the computers in the respective areas.

- License data: For agreements and software purchases where the Contractor is/was not the reseller, the Commonwealth must identify and document license purchases and proofs of ownership. The Contractor shall provide guidance and assistance as much as possible but it is the Commonwealth's responsibility to provide complete license information.

Supported Software Manufacturers as mentioned in Item Number 3 SAM Offering:

Microsoft
Adobe
Symantec
Attachmate
Autodesk
CA
Citrix
Corel
Kaspersky
LANDesk
McAfee
Nuance
OpenText (Hummingbird)
Oracle
Quest Software
RSA
Sophos

Business Objects (SAP)
Trend Micro
TechSmith
Novell
PKWare

IV. Terms and Conditions

Section 40.015—Final Agreement

The Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

Section 40.016—Agencies to Be Served

This Contract shall be for use by the following agencies of the Commonwealth of Kentucky:

All State Agencies

No shipments shall be made except upon receipt by Vendor of an official Delivery Order from a using agency.

Section 40.017—Political Subdivisions

Under Kentucky Statutes, political subdivisions of the State including cities, counties and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 40.019- Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this Contract are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that

quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 40.020—Contract Provisions

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section 40.025—Type of Contract

This contract shall be on the basis of a **firm fixed unit price** for the elements listed in this Solicitation.

Section 40.030—Term of Contract and Renewal Options

The initial term of the Contract shall be for a period of **two (2) years** from the effective date upon approval of the Contract.

This Contract may be renewed at the completion of the initial Contract period for **four (4) additional one (1) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of an addendum to the Contract under Section 40.050—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 40.040—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years

are subject to the availability of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section 40.150—Provisions for Termination of the Contract.

Section 40.045— Contract Usage

The contractual agreement with the Contractor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

Section 40.048—Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to this Contract. The Office of Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 40.050—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.055—Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in Section 40.050—Changes and Modifications to the Contract.

Section 40.060—Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the Contract are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

Section 40.065—Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising there from without the prior written consent of the Commonwealth Buyer. Any purported assignment is void.

Section 40.070—Notices

All programmatic communications with regard to day-to-day performance under the contract are to be made to the Agency technical contact(s) identified below:

Executive Branch and Local Governments

Jeffrey Perkins
Commonwealth Office of Technology
Office of Infrastructure Services
120 Glenns Creek Road
Frankfort, KY 40601
Phone: (502) 564-7203
Email: Jeffrey.Perkins@ky.gov

Higher Education
Allen Lind
Vice President, Information & Technology
Kentucky Council on Postsecondary Education
Suite 320, 1024 Capital Center Drive
Frankfort, KY 40601
Phone: (502) 573-1555
Email: Allen.Lind@ky.gov

K-12
Jessica Abbott
Department of Education
Office of Knowledge Information Data Services
15 Fountain Place
Frankfort, KY 40601
Phone: (502) 564-2020 ext. 448
Email: Jessica.abbott@education.ky.gov

After the Award of Contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer below:

Susan S. Noland
Commonwealth Buyer
Office of Procurement Services
Finance and Administration Cabinet
Capitol Annex, Room 096
702 Capitol Avenue
Frankfort, KY 40601
Phone: (502) 564-5951
Email: Susan.Noland@ky.gov

Section 40.075—Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Agency Contact Person or his representative.

Section 40.080—Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor

shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

Section 40.085—Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be **solely responsible** for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

If a vendor subcontracts any or all of the products and/or services covered by the agreement, the vendor shall be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor in no way releases the prime vendor of any responsibility. Bills and invoices for products and services shall be issued by and payable to the vendor receiving the contract. Questions related to billing or delivery shall be handled promptly by the vendor and not the vendor's subcontractor(s).

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 40.090—Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

Section 40.100—Commonwealth Property

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

Section 40.105—Insurance

The Contractor shall provide professional liability insurance for its professional employees, public liability, property damage, and workers' compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all

claims which may arise out of the Contractor's operations under the terms of this Contract. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the Commonwealth Buyer.

Section 40.110—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.115—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

-Information which the Commonwealth has released in writing from being maintained in confidence;
-Information which at the time of disclosure is in the public domain by having been printed an published and available to the public in libraries or other public places where such data is usually collected; or
-Information, which, after disclosure, becomes part of the public domain as defined above, thorough no act of the Contractor.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.120—Advertising Award

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

Section 40.125— Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.
The Contractor shall have no liability for any infringement based upon:

-the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
-the modification of such product or part unless such modification was made by the Contractor
-the use of such product or part in a manner for which it was not designed

Section 40.130—Permits, Licenses, Taxes and Commonwealth Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

Section 40.135—Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

Section 40.140—Rights and Remedies

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Section 40.145—EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at https://eprocurement.ky.gov. Select **STANDARD ATTACHMENTS AND GENERAL TERMS** and scroll down the page to **Attachment #4**.

Section 40.150—Provisions for Termination of the Contract

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 40.160—Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

Section 40.170—Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in **Franklin County, Kentucky**.

Section 40.190—Recycling

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

Section 40.210—Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 40.230—Disclosure of contractor's financial records and information to certain governmental entities. (200 KAR 5:314.)

The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. The contractor also recognizes that any such books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

V. Pricing

EXECUTIVE BRANCH

Manufacturer & Quote Specifications	20% Off Manufacturer's List Price
Microsoft	Based On Microsoft Select Government Level D Pricing
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	% Off Manufacturer's List Price
VMware	
No Media	
Multiple platforms	
Perpetual License, New	
vSphere 4 Enterprise	17.50%
vCenter 4	17.50%
vCenter Lab Manager	17.50%
vCenter Site Recovery Manager	17.50%
VIEW (formerly virtual desktop)	24.00%

Manufacturer & Quote Specifications	8% Off Manufacturer's List Price
IBM Passport Advantage	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	27% Off Manufacturer's List Price
Oracle	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	29% Off Manufacturer's List Price
Citrix	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	% Off Manufacturer's List Price
	Adobe Pricing Based on Level 2 Government Pricing
Miscellaneous	
Title, Version Number	
No Media	
Multiple platforms	
Perpetual License, New	
Adobe Acrobat	10.00%
Adobe Creative Suite	10.00%
Adobe Captivate	10.00%
Adobe Illustrator	10.00%
Adobe PhotoShop	10.00%
Attachmate Extra!	8.00%
Business Objects Enterprise XI Premium	3.50%
Business Objects Enterprise XI Professional	3.50%
CheckPoint VPN-1	10.00%
CheckPoint Eventia	15.00%

Commvault Simpana Suite	7.00%
Crystal Reports Professional	12.00%
McAfee Virus Scan	32.00%
Nuance PDF Professional	20.00%
Numara TrackIt	7.50%
Dameware	20.00%
Dynamic PDF	7.50%
Easy PDF	20.00%
KnowledgeLake	2.00%
Remedy	20.00%
FrontRange Helpdesk	17.50%
TOAD Developer Edition	12.50%
TOAD for Oracle	12.50%
TOAD for SQL	12.50%
MoveIt – DMZ	2.50%
MoveIt – Central	2.50%
Veritas – Unix	40.00%
Code Smith Professional	15.00%
SPSS 7.0	12.50%
SnagiT	24.00%
Infragistics	15.00%
Red Hat Linux for Windows OS Server	15.00%
Altiris Client Management Suite	40.00%
AutoCAD LT	12.00%
CorelDraw	10.00%
OmniPage	20.00%
Altiris Help Desk	35.00%

K-12

Manufacturer & Quote Specifications	20% Off Manufacturer's List Price
Microsoft	**Microsoft Select Pricing Based on Academic Level D**
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	% Off Manufacturer's List Price
VMware	
No Media	
Multiple platforms	
Perpetual License, New	
vSphere 4 Enterprise	**17.50%**
vCenter 4	**17.50%**
vCenter Lab Manager	**17.50%**
vCenter Site Recovery Manager	**17.50%**
VIEW (formerly virtual desktop)	**24.00%**

Manufacturer & Quote Specifications	8% Off Manufacturer's List Price
IBM Passport Advantage	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	27% Off Manufacturer's List Price
Oracle	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	29% Off Manufacturer's List Price
Citrix	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	% Off Manufacturer's List Price
	Adobe Pricing Based On Academic Level 3 Pricing
Miscellaneous	
Title, Version Number	
No Media	
Multiple platforms	
Perpetual License, New	
Adobe Acrobat	6.00%
Adobe Creative Suite	6.00%
Adobe Captivate	6.00%
Adobe Illustrator	6.00%
Adobe PhotoShop	6.00%
Attachmate Extra!	8.00%
Business Objects Enterprise XI Premium	3.50%
Business Objects Enterprise XI Professional	3.50%

CheckPoint VPN-1	10.00%
CheckPoint Eventia	15.00%
Commvault Simpana Suite	7.00%
Crystal Reports Professional	12.00%
McAfee Virus Scan	32.00%
Nuance PDF Professional	20.00%
Numara TrackIt	7.50%
Dameware	20.00%
Dynamic PDF	7.50%
Easy PDF	20.00%
KnowledgeLake	2.00%
Remedy	20.00%
FrontRange Helpdesk	17.50%
TOAD Developer Edition	12.50%
TOAD for Oracle	12.50%
TOAD for SQL	12.50%
MoveIt – DMZ	2.50%
MoveIt – Central	2.50%
Veritas – Unix	40.00%
Code Smith Professional	15.00%
SPSS 7.0	12.50%
SnagiT	24.00%
Infragistics	15.00%
Red Hat Linux for Windows OS Server	15.00%
Altiris Client Management Suite	40.00%
AutoCAD LT	12.00%
CorelDraw	20.00%
OmniPage	20.00%
Altiris Help Desk	35.00%

Higher Education

Manufacturer & Quote Specifications	20% Off Manufacturer's List Price
Microsoft	**Microsoft Select Pricing Based on Academic Level D**
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	% Off Manufacturer's List Price
VMware	
No Media	
Multiple platforms	
Perpetual License, New	
vSphere 4 Enterprise	**17.50%**
vCenter 4	**17.50%**
vCenter Lab Manager	**17.50%**
vCenter Site Recovery Manager	**17.50%**
VIEW (formerly virtual desktop)	**24.00%**

Manufacturer & Quote Specifications	8% Off Manufacturer's List Price
IBM Passport Advantage	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	27% Off Manufacturer's List Price
Oracle	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	29% Off Manufacturer's List Price
Citrix	
No Media	
Multiple platforms	
Perpetual License, New	

Manufacturer & Quote Specifications	% Off Manufacturer's List Price
	Adobe Pricing Based On Academic Level 3 Pricing
Miscellaneous	
Title, Version Number	
No Media	
Multiple platforms	
Perpetual License, New	
Adobe Acrobat	6.00%
Adobe Creative Suite	6.00%
Adobe Captivate	6.00%
Adobe Illustrator	6.00%
Adobe PhotoShop	6.00%
Attachmate Extra!	8.00%
Business Objects Enterprise XI Premium	3.50%
Business Objects Enterprise XI Professional	3.50%
CheckPoint VPN-1	10.00%

CheckPoint Eventia	15.00%
Commvault Simpana Suite	7.00%
Crystal Reports Professional	12.00%
McAfee Virus Scan	32.00%
Nuance PDF Professional	20.00%
Numara TrackIt	7.50%
Dameware	20.00%
Dynamic PDF	7.50%
Easy PDF	20.00%
KnowledgeLake	2.00%
Remedy	20.00%
FrontRange Helpdesk	17.50%
TOAD Developer Edition	12.50%
TOAD for Oracle	12.50%
TOAD for SQL	12.50%
MoveIt – DMZ	2.50%
MoveIt – Central	2.50%
Veritas – Unix	40.00%
Code Smith Professional	15.00%
SPSS 7.0	12.50%
SnagiT	24.00%
Infragistics	15.00%
Red Hat Linux for Windows OS Server	15.00%
Altiris Client Management Suite	40.00%
AutoCAD LT	12.00%
CorelDraw	20.00%
OmniPage	20.00%
Altiris Help Desk	35.00%

Asset Management Services	**Monthly Cost Per Workstation**	
	0.00	Reference item three (3) under Negotiated Items

Additional services pricing for Executive Branch, Higher Education, and K-12

Frequency	Number of Publishers[1]	Unit price per Windows desktop/ laptop	Unit price per Windows servers	Minimum (500 devices)
One-time	Up to 4	$1.00	$1.00	$500
One-time	Up to 8	$1.75	$1.75	$900
One-time	Up to 12	$2.25	$2.25	$1,125
One-time	Up to 20	$2.50	$2.50	$1,250
One-time	All Other	na	na	$2,000
Quarterly	Up to 4	$2.00	$2.00	$1,000
Quarterly	Up to 8	$3.50	$3.50	$1,800
Quarterly	Up to 12	$4.50	$4.50	$2,250
Quarterly	Up to 20	$5.00	$5.00	$2,500
Quarterly	All Other	na	na	$4,000

VI. Approvals

This Contract is subject to the terms and conditions as stated. By affixing their signatures below, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of this agreement.

1st Party: SHI International, Corp. as Contracting Agent

Natalie Castagno	Contract Specialist
Printed name	Title
Natalie Castagno	8/4/10
Signature	Date

2nd Party: Finance and Administration, Commonwealth Office of Technology (COT)

Robin Morley	Deputy Commissioner
Printed name	Title
Robin Morley	8/5/10
Signature	Date

Approved by the Finance and Administration Cabinet
Office of Procurement Services

Donald R. Speer	Executive Director
Printed name	Title
Donald R. Speer	8/5/10
Signature	Date