

**ATTACHMENT A**

**CONTRACT**

**FOR**

**State-Wide Enterprise IT Commercial Off The Shelf (COTS)  
Software Reseller Services**

**BETWEEN**

**THE COMMONWEALTH OF KENTUCKY**

**The Finance and Administration Cabinet  
On Behalf Of  
Commonwealth Office of Technology (COT)**

**AND**

**SHI International Corp.**

**MA 758 1800000597 for the Executive Branch**

**MA 758 1800000598 for K-12/ Kentucky Department of Education**

**VENDOR CONTACT INFORMATION:**

Tom Wampler  
502-254-9964

Tom\_Wampler@SHI.com

SHI International Corp

290 Davidson Avenue, Somerset, NJ 08873

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This Master Agreement ("Contract", "Award" or "Agreement") is entered into, by and between the Commonwealth of Kentucky, **Finance and Administration Cabinet, Commonwealth Office of Technology** ("the Commonwealth" or "Customer" or "COT") and **SHI International Corp.** ("Contractor" or "Vendor" or "SHI") as the Prime Vendor.

The Commonwealth and Contractor agree to the following:

**I. Scope of Contract**

The purpose of this Contract is to provide **Commercial Off the Shelf (COTS)** software and related services, including installation, implementation, configuration, training, support and maintenance.

Hardware is NOT PERMITTED under this contract. Vendor-hosted solutions, cloud services (or change from on-premise to cloud or SaaS), cloud offerings such as Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) are NOT PERMITTED under this contract unless approval is granted by the Commonwealth Office of Technology through the appropriate process. Subscription services are NOT PERMITTED under this contract, unless approval is granted by the Commonwealth Office of Technology through the appropriate process. The Commonwealth reserves the right to terminate this Contract in its entirety if the Vendor fails to comply with these terms.

For the purpose of procuring Subscription services the Commonwealth hereby designates Non-Executive Branch State Agencies as the ONLY authorized Participating Entity (ies) under this contract.

		In Scope Offerings		In Scope Offerings that Require COT Approval prior to Executive Branch Agency purchase	Out of Scope Offerings
Licensing Type	COTS	Individual Licensing	Volume Licensing		Custom/Customized
Licensing Period	Perpetual	Enterprise Licensing		Subscription	None
Delivery	Shrink-Wrap	Download		SaaS, PaaS, IaaS	None
Hosting as part of Delivery & Use	On Premise			Off Premise	Managed Service

## II. Negotiated Items

1. Pricing – See Section IV
2. Revision to Section 40.6 Contract Usage
3. Section 50.6 (A) 3. Customer Support Services
4. Section 50.6 (A) 5. Warranty Requirements
5. Section 50.6 (A) 7. Problem Resolution
6. Section 50.6 (B) 1. Pricing Quotations
7. Section 50.6 (B) 2. Ordering Procedures and Delivery a., b., and c.
8. Section 50.6 (B) 2. Ordering Procedures and Delivery e.
9. Section 50.6 (B) 3. Product Substitutions and Returns
10. Removal of Section 50.6 D. Asset Management Services Requirements.
11. Automatic renewals shall not be included on any third party agreement.

12. SHI shall conduct quarterly meetings with the Commonwealth to discuss the performance of the Contract. The Commonwealth reserves the right to schedule meetings as needed if necessary.
13. SHI shall assign an Operations Manager to audit quotes on a weekly basis.
14. SHI shall send the Commonwealth Buyer an updated catalog bi-weekly.
15. SHI shall send a daily update to COT for all open requests. Updates shall be sent for the previous day's requests.
16. Removal of Section 30.3
17. Removal of Section 30.4
18. Force Majeure - 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 Commonwealth, the contractor 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 contractor shall notify the Commonwealth promptly of any such delay and shall specify the effect on the product as soon as practical.
19. Any third party license related agreements shall be subject to and governed by the laws of the Commonwealth of Kentucky, including but not limited to the Constitution, Statutes, Regulations, and Finance Policies and Procedures. The laws of the Commonwealth of Kentucky shall control and prevail in such agreements notwithstanding any term, condition, or provision in the agreement to the contrary.
20. Section 40.12 – Payment  
**Original Language:**  
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.

**Negotiated Language:**

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.

The contractor agrees to establish a payment schedule, upon request, that is in the best interest of the Commonwealth to include monthly, quarterly, annually, etc. The payment schedule shall not be based on a financing or leasing model and shall not include any financing fees. This Contract shall be on the basis of a **firm fixed unit price**.

### III. Terms and Conditions

#### **SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS**

##### **30.1 Commonwealth Information Technology Policies and Standards**

The vendor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards related to technology use and security.

##### **30.2 Compliance with Kentucky Information Technology Standards (KITS)**

A. The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The vendor shall stay knowledgeable and shall abide by these standards for all related work.

<http://technology.ky.gov/Governance/Pages/KITS.aspx>

B. The vendor and any subcontractors shall be required to submit a technology roadmap for any offered solution. Additional roadmaps will be submitted upon request of the Commonwealth. The Roadmap shall include, but is not limited to, planned, scheduled and projected product lifecycle dates and historical release/ patch or maintenance dates for the technology. In addition, any guidance on projected release/revision/patch/maintenance schedules would be preferred.

##### **30.3 Intentionally Left Blank**

##### **30.4 Intentionally Left Blank**

##### **30.5 Privacy, Confidentiality and Ownership of Information**

The Commonwealth is the designated owner of all data and shall approve all access to that data. The vendor shall not have ownership of Commonwealth data at any time. The vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). The vendor should provide sufficient security to protect the Commonwealth and COT data in network transit, storage, and cache. **All data, including backups and archives, must be maintained at all times within the contiguous United States. All sensitive data, as defined in Enterprise Standards, must be encrypted in-transit and at rest.**

##### **30.6 License Agreements**

Software provided by the vendor to the Commonwealth should contain a provision for perpetual licensing with all upgrade options.

**30.7 Software Version Requirements**

All commercially supported and Commonwealth approved software components such as Operating system (OS), Database software, Application software, Web Server software, Middle Tier software, and other ancillary software must be kept current. In the event that a patch interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution in to compliance to allow this patch to be applied in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

The vendors shall keep software in compliance with industry standards to support third party dependencies such as Java, Adobe Flash, Internet Explorer, Mozilla Firefox, etc. at currently supported version, release, and patch levels. In the event that a third party dependency interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution into compliance to allow this third party dependency to be updated in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

**SECTION 40 – PROCUREMENT REQUIREMENTS**

**40.1 Procurement Requirements**

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

**40.2 Contract Components and Order of Precedence**

The Commonwealth's acceptance of the contractor's offer in response to the Solicitation RFP 758 1800000101, 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 the Solicitation RFP 758 1800000101;
3. The Solicitation RFP 758 1800000101 and all attachments
4. Procurement Statutes, Regulations and Policies
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation RFP 758 1800000101;
7. The Contractor's proposal in response to the Solicitation RFP 758 1800000101.

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

**40.3 Final Agreement**

This 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.

**40.4 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.

**40.5 Type of Contract**

This Contract shall be on the basis of a **firm fixed unit price** for the elements listed.

**40.6 Contract Usage**

The contractual agreement with the Vendor will in no way obligate the Commonwealth of Kentucky to purchase any software and related services 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.

**40.7 Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this Contract with the consent of the vendor. Until such time as the Vendor receives a modification, the Vendor shall not accept delivery orders from any agency referencing such items or services.

**40.8 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 this 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.

**40.9 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.

**40.10 Contract Conformance**

If the Commonwealth Buyer determines that deliverables due under this Contract are not in conformance with the terms and conditions of this 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.

**40.11 Assignment**

This Contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

**40.12 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.

The contractor agrees to establish a payment schedule, upon request, that is in the best interest of the Commonwealth to include monthly, quarterly, annually, etc. The payment schedule shall not be based on a financing or leasing model and shall not include any financing fees. This Contract shall be on the basis of a **firm fixed unit price**.

**40.13 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.

**40.14 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.

**40.15 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.

**40.16 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 this 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.

**40.17 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, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

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

**40.18 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 without the expressed written consent of the agency technical contact person. (see Section 50.4)



**40.19 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:

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

**40.20 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.

**40.21 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.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

**40.22 Provisions for Termination of the Contract**

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

**40.23 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.

**40.24 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 in accordance with KRS 45A.245.**

**40.25 Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 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.

**40.26 Access to Records**

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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any 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.

**40.27 Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the Contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract to voluntarily acquire any ownership interest, direct or indirect, in the Contract prior to the completion of the Contract.

**40.28 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this Contract, excepting bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the Contract without liability.

**40.29 Intentionally Left Blank**

**40.30 Contract Claims**

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

**40.31 Limitation of Liability**

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

**40.32 Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this Contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans

with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for

noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## SECTION 50 – SCOPE OF WORK

### 50.1 **Agencies to Be Served**

This Contract shall be for use by **All State Agencies**. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

#### **Political Subdivisions**

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

### 50.2 **Term of Contract and Renewal Options**

The initial term of this Contract shall be for a period of **two (2) years** from the effective date of the Award of 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 a contract modification as described in Section 40.8.

At the end of this Contract, the vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The vendor shall cooperate to this end with the vendor of the agency's choice, in a timely and efficient manner.

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. 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.

### 50.3 **Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by this Contract shall remain firm for the contract period subject to the following:

- A. **Price Increases:** A price increase shall not occur during the first twelve (12) months of this Contract. A vendor may request a price increase after twelve (12) months of this Contract, which may be granted or denied by the Commonwealth. Any such price

increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

- B. Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If this Contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

#### 50.4 Notices

All programmatic communications with regard to day-to-day performance under the Contract are to be made to the agency technical contact(s):

**Executive Branch Contact Person**  
**Stephanie R. Williams, MPA, CPPO, CPPB**  
**Contracting Officer**  
**Commonwealth Office of Technology**  
**101 Cold Harbor Drive**  
**Frankfort, KY 40601**  
**(502) 782-0872**  
**[StephanieR.Williams@ky.gov](mailto:StephanieR.Williams@ky.gov)**

**K-12/ Kentucky Department of Education Contact Person**  
**Jessica Burton, CPPB**  
**Kentucky Department of Education**  
**300 Sower Boulevard**  
**Frankfort, KY 40601**  
**(502) 564-2020 ext. 2448**  
**[Jessica.Burton@education.ky.gov](mailto:Jessica.Burton@education.ky.gov)**

All communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

**Commonwealth Buyer**  
**Susan S. Noland**  
**COMMONWEALTH OF KENTUCKY**  
**FINANCE AND ADMINISTRATION CABINET**  
**Office of Procurement Services**  
**New Capitol Annex**

702 CAPITOL AVE RM 096  
FRANKFORT, KY 40601  
(502) 564-5951  
Fax: (502) 564-6013  
Susan.Noland@ky.gov

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

**50.6 Scope of Work/Technical Requirements**

**A. General Requirements**

The vendor shall meet all of the following requirements:

**1. Software Titles and Certifications**

**a. Mandatory Account Resellers**

The vendor shall be in full compliance with the following vendor specific certification requirements. At a minimum, the vendor shall be the indicated account reseller type/level and be able to manage volume license agreements for the following Software Publishers:

- IBM Passport Advantage – Authorized IBM-Business Partner
- Microsoft – Licensing Solution Provider (LSP)

**b. Commercial Software Manufacturers**

The vendor shall be able to provide all products from the following Software Publishers:

- Adobe (“Open Options” and CLP)
- SAP (Business Objects & Crystal Decisions)
- Citrix
- CheckPoint
- Ivanti
- Oracle
- Red Hat
- BMC Software (Remedy)
- VMware
- Commvault

**2. Commonwealth Data Turn-Over Requirements**

At the conclusion of this Contract or at the end of any contract period, should the Commonwealth not elect to renew, it shall be necessary for the Vendor to turn-over all Commonwealth data/information regarding software licensing, license compliance and

asset management by purchasing entity and agency to the Commonwealth or to another Vendor designated by the Commonwealth at no cost to the Commonwealth. A data turn-over shall also be necessary in the event that the Vendor was cited for non-performance or for an inflexible pricing structure. Should the Commonwealth determine that a data turn-over is required; the vendor shall work with Commonwealth staff to develop a Data Turn-over Plan that defines the format and structure of the files. Once the plan is completed, the vendor shall have thirty (30) calendar days to aggregate the data and transmit it to the Commonwealth at no cost to the Commonwealth.

**3. Customer Support Services**

The vendor shall provide pre-sale and post-sale for software products at no additional charge to the Commonwealth throughout the Contract life cycle. The vendor shall respond to agencies' requests for support within one (1) business day.

The vendor shall assign an account manager and/or management team to the Commonwealth.

**All requests should be submitted to the Team Alias:**

**TeamKentucky@shi.com**  
**(888) 744-4084**

**Copy the Commonwealth's Account Executive, Tom Wampler:**

**Tom\_wampler@shi.com**  
**(502) 254-9964**

**Field Sales Escalation Contacts:**

**Brian Gomez**  
**Regional Director Central**  
**Brian\_Gomez@shi.com**  
**(312) 505-2025**

**Denise Verdicchio**  
**Sr. Director Public Sector**  
**Denise\_verdicchio@shi.com**  
**(908) 884-1389**

**Al Fitzgerald**  
**Vice President Enterprise Sales**  
**Al\_Fitzgerald@shi.com**  
**(914) 921-8853**

**Thai Lee**  
**Owner/CEO SHI International Corp.**  
**Thai\_Lee@shi.com**



(732) 868-8800

**Inside Sales Escalation Contacts**

**Tyshon Crawley**  
**Inside Sales Manager – Central**  
**Tyshon\_Crawley@shi.com**  
**(732) 564-8117**

**Yara Ismail**  
**Director of Enterprise Inside Sales – Public Sector**  
**Yara\_ismail@shi.com**  
**(732) 537-7240**

Pre-sales Support shall include but is not limited to:

- Product Research - Vendor shall research and recommend specialty products
- Product Selection Advice
- Assistance with Evaluation Copies
- Product Specifications, expirations, upgrades and interim releases
- Educational Sessions/Services

Post-Sales Support shall include but is not limited to:

- Delivery Information
- Product Returns
- Invoice/Billing Issues
- Facilitate Resolution of Product Problems
- On-site Manufacturer Representation
- License Tracking
- Maintenance Tracking
- Renewal Reminders
- Reporting

Other Services shall include but are not limited to:

- ELA Software Administration (inventory, agency billing, etc.)
- Batching of individual Delivery Orders to meet manufacturer minimum quantities to achieve best pricing or to reach more advantageous discount levels.
- Manage the placement of Delivery Orders for license renewals to delay the expenditure of funds until as close to the renewal date as is reasonably possible.
- Provide the Commonwealth renewal information to new vendors as appropriate.
- Include maintenance commencement date and termination date on all invoices.

**4. Vendor/Manufacturer Sponsored Education Sessions**

During the entire life of this Contract, the vendor should provide educational sessions at no cost to the Commonwealth. Educational Opportunities may include, but are not limited to, product specific training sponsored by Software Publisher and arranged by the reseller or direct sales contacts with Commonwealth customers.

## **5. Warranty Requirements**

The vendor shall warrant that the products furnished under this Contract do not infringe on any patent, copyright, trade secret or any proprietary right of any third party, and that the vendor agrees to indemnify and hold harmless the Commonwealth in the event of any claim by any third party.

If available by the publisher, SHI shall provide a hardcopy of the software at no charge to the Commonwealth if the download fails and remediation does not work. If a hardcopy of the software is not available by the publisher, SHI shall provide a full refund or credit the Commonwealth's account.

The vendor shall provide a description of each publishers warranty prior to the purchase of a product. Warranty descriptions may be provided by posting on the online portal.

Return authorization and credits shall be provided without penalty for the items contained in this Contract.

## **6. Installation Services**

The vendor should be able to facilitate the Software Publisher or Publisher service partner installation and configuration services and expertise for software solutions procured through this Contract. These services are limited to COTS solutions to ensure proper operation within the Commonwealth's infrastructure and IT environment.

## **7. Problem Resolution**

The vendor shall have a central contact point, available during normal working hours, for the resolution of problems. The contact point shall be someone with the authority to resolve any type of problem.

**Commonwealth's Account Executive, Tom Wampler:**  
**Tom\_wampler@shi.com**  
**(502) 254-9964**

## **B. Ordering and Delivery Requirements**

- The vendor shall provide special reduced pricing for large quantity purchases, upgrades, etc.
- The vendor shall follow the ordering processes for licensing and maintenance required by each publisher/manufacturer.
- The vendor shall have licensing specialists available to the Commonwealth who are knowledgeable in the management and administration of the volume licensing programs and special funding or licensing concessions available for the educational community.
- The vendor shall provide a quarterly administrative fee to the Commonwealth as a part of the vendor's unit price and shall not be charged directly in the form of a separate line item. The administrative fee shall be paid in the form of a check payable of the

Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits, or adjustments) under this contract for this period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, KY 40601. The Vendor agrees to provide a quarterly report to the OPS Buyer. The format of the report will be determined between OPS and the Vendor.

## 1. Pricing Quotations

The Commonwealth **shall** receive pricing quotations within two (2) to four (4) hours from the original request. **The requestors shall be notified via email if this response time cannot be met and will be given an ETA.** Quotes shall be honored for sixty (60) calendar days unless there are special circumstances. These special circumstances must be clearly noted as part of any quotation.

**SHI shall provide an update daily to the Commonwealth for any outstanding request for quotation.**

Vendor shall utilize a system of alphanumeric identification of their quotations so that they may be referred to by that I.D. number for purposes of ordering or other means of communication. The Vendor shall list the Contract number for any purchase under a volume license. The Vendor shall include the dates of coverage for any maintenance or term license. The Vendor shall provide the previous year's purchase order/delivery order number on all renewal quotes.

If there is a price decrease between the time of the quote and the time of receipt of the purchase order/delivery order the vendor shall invoice the Commonwealth at the new lower price.

Vendor shall offer a procedure for researching and sourcing products that are not part of their balance of product line. Vendors shall apply the same pricing model as agreed to under the Contract.

## 2. Ordering Procedures and Delivery

- a. The vendor shall abide by the Commonwealth purchasing procedures throughout the life of the contract.
- b. The Vendor shall be capable of accepting orders via telephone, Web, Email and Fax. **SHI shall process all orders within twenty-four (24) hours of receipt. Exceptions may apply when additional information is required.**
- c. **Intentionally Left Blank.**
- d. Educational entities, political sub-divisions and authorized non-profit organizations will be authorized to procure utilizing their own ordering and purchasing procedures.
- e. The Vendor shall be responsible for delivery of the ordered product(s) and all license certificates and proofs of purchase, within ten (10) business days of receipt of a purchase order/delivery order, in its entirety, to the destination specified on the purchase order/delivery order. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of

this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver.

Delivery shall be made FOB destination, freight prepaid and allowed for all orders. All orders are to be shipped prepaid at the vendor's expense. An outside carrier shall not invoice shipping charges to the Commonwealth.

**A one percent (1%) penalty will be imposed to SHI if delivery is not met within the required time.**

- **Drop Shipments**

The Commonwealth's purchase order/delivery order number shall be displayed on the packing slip from the shipper.

In the event that a software "key" is sent from a third party software publisher upon renewal of their product, the Vendor shall ensure that the key and all necessary support material is emailed and/or shipped to the appropriate recipient as designated on the Commonwealth's purchase order/delivery order.

### **3. Product Substitutions and Returns**

**If a quoted product becomes unavailable within the sixty (60) calendar day timeframe of a quote, the Inside Account Manager shall reach out to the contact who placed the order and advise on available substitutions. Substitutions shall not be ordered unless agreed upon by the Commonwealth and/or End User.**

Return authorizations and credits shall be provided without a restocking fee or other penalty for all items, unless noted on the original quote provided by the vendor and agreed to by the purchasing agency, for up to forty-five (45) calendar days after receipt of shipment. All return shipping charges shall be the responsibility of the vendor.

Return authorizations and credits shall be provided without penalty for the items purchased throughout the life of the Contract.

**Return Process:**

**In order to request a return, a customer first contacts the Commonwealth's SHI sales team, via email, phone, or through the "Request Return Authorization Number" section on the Commonwealth/SHI.com website. The Inside Account Manager then generates a return authorization (RMA) number and provides a shipping label or account number. The Commonwealth customer writes the RMA number on their return box, ships it to SHI, and SHI will process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. A credit will be issued to the Commonwealth upon receipt of the return by SHI. If requesting a replacement order, SHI will work with the Commonwealth to expedite a replacement even before we receive the return. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the form to the**

**Commonwealth customer, who signs and returns the form. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction with the Software Publisher.**

**SHI shall accept the return of any incorrect or damaged product within thirty (30) days, with no restocking fees, regardless of the package being opened.**

#### **4. Invoicing**

Invoicing shall be done on the basis of each order completed. Invoices should clearly indicate, at a minimum, for each Commonwealth customer:

- Commonwealth Master Agreement/Contract number MA 758 1800000597 for the Executive Branch and MA 758 1800000598 for K-12/Kentucky Department of Education
- Delivery Order Number
- Name of the purchasing entity and address
- Contact Name and phone number
- Quantity
- Description, which shall be identical standard Original Manufacturer Product Names and/or Descriptions
- Date of Delivery
- Maintenance
- License Renewal Dates
- Net Price
- The invoice may reflect any additional discount offered by the vendor (i.e., earlier payment, quantity/case lot discount), if applicable.

In order to track purchases and payments more effectively, the vendor shall provide a method to link the Commonwealth's purchasing documentation and the third-party product vendor's documentation. This may be accomplished in several ways:

- Ensure that the delivery order number is published on documentation from the third party software publisher;
- Maintain and post on a web site with a cross-reference matrix of the Commonwealth's purchase order/delivery order, the selected software distributor's delivery order, and the third party product; or

#### **5. Payments**

The vendor shall allow Executive Branch agencies to use the thirty (30) day invoice procedure mentioned in Section 40.12, in addition to the Commonwealth Procurement Card (Procard), as a payment option without charging any fees for the purchase. The Commonwealth Procard is the Commonwealth's VISA credit card program designed to improve efficiency in processing low dollar purchases for both the purchase of goods and services, unless restricted by policy or Merchant Category Code (MCC).

The contractor agrees to establish a payment schedule, upon request, that is in the best interest of the Commonwealth to include monthly, quarterly, annually, etc. The payment schedule shall not be based on a financing or leasing model and shall not include any financing fees. This Contract shall be on the basis of a **firm fixed unit price**.

## 6. Price Notification

During the term of this Contract, any discounts shall not decrease. The vendor shall immediately pass on general manufacturer/publisher price reductions or promotional pricing. The Commonwealth may request verification of the vendor's manufacturer's list price (cost) at any time during life of this Contract.

The Commonwealth may request, and the vendor offer, additional discounts such as: quantity discounts, percent off or cash discounts for early payments, special promotions, sale pricing, educational discounts, etc.

## C. Portal Requirements

1. The vendor shall provide a web site (Commonwealth Software Portal) segmented by purchasing entity (Executive, K-12, etc.) as the primary business transaction channel for Commonwealth customers. At a minimum, the site shall offer secure access to product feature/benefit information, technical product information, current pricing, printable product quoting, product availability, order-tracking and delivery information. Commonwealth customers shall also be able to download a product catalog from the website.
2. The vendor shall coordinate all portal changes (titles, versions, etc.) with the respective contract managers identified for each purchasing entity.
3. Vendor shall provide Administrator level and Read-only access to vendor portal for the Commonwealth. Administrator access shall provide users full account level access and Read-only access should provide users access to a sub-account level or full account level as requested by user.
4. The portal shall have the ability to provide users access to securely retrieve standard reports or ad-hoc queries. Report and query results shall be downloadable in a standard digital format such as Excel, Word, CSV, etc.
5. Vendors shall Maintain Original Equipment/SW Manufacturer (OEM) version de-support dates on Vendor's portal for the Commonwealth in a single page/table as soon as they are announced by an OEM. Upon receipt of notification the Vendors shall provide the Commonwealth Alerts through the online portal or email. Alert data shall be downloadable in a digital format, Excel or CSV, that is requested by the Commonwealth.
6. The vendor shall update the offerings and prices as software manufacturers issue new/updated products. At a minimum, the updates to the vendor portal shall be bi-weekly. However, all new software titles and versions added to the vendor portal for the Executive Branch shall correspond to the software standards outlined in the Kentucky Information Technology Standards described in Section 30.2 and approved by the COT contract management team. The Office of IT Governance, as well as the Asset Management Branch, in COT will serve as the coordinating points for software title additions and version changes for the Executive Branch of government.
7. Contract managers for other government and educational purchasing entities shall be identified during contract negotiations and these managers shall serve as the focal point for portal changes and updates for their respective customer base. Refer to Section 50.4.

8. The vendor shall not resell or list through the portal a purchasing option for support services for any form of application development, integration consulting or open-ended vendor services. **Sale of services shall be strictly limited to packaged vendor service credits and incident resolution (break/fix) offered routinely by the software publishers and authorized by the Commonwealth contract managers.**
9. The Commonwealth software portal, maintained by the vendor, shall also provide a weekly news service that shall profile the various additions and changes to the vendor offerings by software manufacturer. This news service as well as other information maintained on the portal shall be searchable to quickly locate the most recent information regarding a particular manufacturer or software title.

#### **D. Intentionally Left Blank**

#### **E. Vendor Reporting and Trend Analysis**

Throughout the term of this Contract, the Vendor shall provide a monthly Sales Report to COT Contracts team and any other designated contract managers (K-12, Higher Education, etc.) detailing the products delivered against this Contract with associated analysis. The Commonwealth reserves the right to change or modify the elements in these reports, as it deems necessary. The reports shall be provided in electronic format, as requested by the Commonwealth such as the Excel, CSV, etc.

Vendor shall also provide special reports and analysis assistance as requested, such as monthly sales volume (by software publisher) per Cabinet, Agency/Institution, major changes in purchasing trends by customer area, etc.

Reports and analysis of purchasing trends shall be due by the second Friday of each month, for the previous month and the preferred method of accessing these reports is through secure access to reports and ad-hoc query capabilities through the Commonwealth's Software Portal that shall be established and maintained by the vendor. Failure to provide these reports in a timely manner may be considered an event of default of this Contract.

##### **1. Monthly Sales Report**

At a minimum, the Monthly Sales report shall include the following data elements for the executive branch and non-executive branch agencies and a grand total for the month:

- Purchasing Environment (Executive Branch, K-12, etc.)
- Purchasing Entity-Cabinet/Department Name
- Delivery Order Number and Date
- Invoice Date, Invoice #, purchase order/delivery order #, State Activity Code
- Contract Item(s) Sold – Manufacturer, Part #, Product Description, Version
- Dollar Value of each Item(s) Sold
- Total Order Value
- Quantity, Vendor Cost, Commonwealth's Unit Price
- Renewal Periods, as appropriate
- Monthly Total (By Agency), Year-to-Date Total (By Agency)

- Grand Total of All Sales for Year To Date

2. Quarterly Sales Summary Report

At a minimum, the Quarterly Sales reports shall include the following data elements for the executive branch and non-executive branch agencies and a grand total for the quarter and fiscal year to date:

- Purchasing Environment (Executive Branch, K-12, etc.)
- Purchasing Entity-Cabinet/Department Name
- Delivery Order Number and Date
- Invoice Date, Invoice #, purchase order/delivery order #, State Activity Code
- Contract Item(s) Sold – Manufacturer, Part #, Product Description, Version
- Quantity, Vendor Cost, Commonwealth's Unit Price
- Renewal Periods, as appropriate
- Total of All Sales for Quarter (by purchasing entity)
- Grand Total of All Sales for Year To Date



#### IV. Pricing

#### EXECUTIVE BRANCH

<b>Manufacturer</b>	
Microsoft	19.76%
VMware	22.00%
IBM Passport Advantage	15.00%
Oracle	8.30%
Citrix	32.90%
Adobe ("Open Options" and CLP)	12.00%
SAP (Business Objects & Crystal Decisions)	17.00%
AutoDESK	21.60%
Ivanti	17.00%
CheckPoint	37.00%
Corel	17.00%
Solarwinds	17.00%
Dataflux	17.00%
DynamicPDF	17.00%
KnowledgeLake	17.00%
ipswitch	17.00%
Nuance	23.00%
RedHat	26.65%
BMC Software	20.00%
Commvault	27.00%
Techsmith	22.00%
Quest	15.25%

## EDUCATION (K – 12)

<b>Manufacturer</b>	
Microsoft	19.70%
VMware	22.00%
Oracle	28.30%
Citrix	32.90%
AutoDESK	21.60%
Corel	17.00%
Solarwinds	17.75%
Dataflux	14.06%
DynamicPDF	17.00%
KnowledgeLake	17.00%
ipswitch	17.00%
Nuance	23.00%
RedHat	26.65%
Techsmith	22.00%
Quest	15.25%


**V. Approvals**

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


This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.


**1st Party: SHI International Corp, as Contracting Agent ("Contractor" or "Vendor" or "SHI")**

<u>Cassie Skelton</u>	<u>Contracts Manager</u>
Printed name	Title
	<u>4/6/18</u>
Signature	Date

**2nd Party: Finance and Administration Cabinet, Commonwealth Office of Technology, ("the Commonwealth" or "Customer" or "COT")**

<u>Jim Barnhart</u>	<u>Deputy CIO</u>
Printed name	Title
	<u>4-9-18</u>
Signature	Date

**Approved by the Finance and Administration Cabinet  
Office of Procurement Services**

<u>Joan Graham</u>	<u>Executive Director</u>
Printed name	Title
	<u>4/9/18</u>
Signature	Date

- Attachments**  
**ATTACHMENT A – This Document**  
**ATTACHMENT B – Omitted Intentionally**  
**ATTACHMENT C – Omitted Intentionally**  
**ATTACHMENT D – Omitted Intentionally**