



CONTRACT AMENDMENT #08

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option; this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	SHI International Corporation
Contract No.:	99999-SPD-SPD0000060-0003
Solicitation No./Event ID:	RFP 99999-SPD-SPD0000060
Solicitation Title/Event Name:	Software
Contract Award Date:	June 21, 2012
Current Contract Term:	July 1, 2019 – May 30, 2020

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, both parties do hereby agree to modify and supplement the Contract; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **SECTION C.2. SOFTWARE LICENSES.** The first sentence of this section is deleted in its entirety and replaced with the following two sentences: "Contractor shall provide Software in compliance with the specifications contained in the RFP, the terms of the Statewide Contract and as documented by User Agency Purchase Instrument. For User Agency directed Software purchases (i.e., Software specifically selected by the User Agency and not recommended or advised by Contractor), Contractor is solely acting as a reseller."
2. **SECTION C.4. SERVICES AND OTHER DELIVERABLES.** The section is deleted in its entirety and replaced with "Contractor shall provide Services and other deliverables in compliance with the specifications contained in the RFP, the terms of the Statewide Contract, and as documented in the User Agency's Purchase Instrument. Contractor and all personnel of Contractor shall perform the Services on time, in a workmanlike manner, and consistent

with the level of care and skill ordinarily exercised by other providers of similar services at the time the Services are provided. Contractor is not responsible for third-party services to the extent that Contractor did not recommend nor advise regarding the use of third-party services and 1) the User Agency procured third-party services separately; 2) third-party services were not subcontracted by Contractor; and/or 3) Contractor is merely acting as a reseller and has not advised or recommended such third-party services or software ordered in User Agency's Purchase Instrument.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	SHI International Corp.
Authorized Signature:	<i>Natalie Castagno</i>
Printed Name and Title of Person Signing:	Natalie Castagno, Director of Contracts & RFPs
Date:	8/5/19
Company Address:	290 Davidson Avenue Somerset, NJ 08873

STATE ENTITY

Authorized Signature:	<i>Lisa Eason</i>
Printed Name and Title of Person Signing:	Lisa Eason, Deputy Commissioner - SPD
Date:	8-9-19
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010



Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000060	NIGP Code	See page 5
Name of Contract	Statewide Contracts for Software and Ancillary Services		
Effective Date	August 2012	Expiration Date	May 30, 2019
Contract Table of Contents			
Suppliers Awarded	6	Contract Information:	Categories 1, 2 & 3 are Mandatory ; Category 4 is Convenience
Contract Information for Supplier			Page Number
SHI International Corp. (Categories 1, 2 and 3)			2, 3
Additional Contract Information			
General Contract Information			3
Category Description			4
DOAS Contact Information			5



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000060-0003
Contract Name	Statewide Contracts for Software and Ancillary Services
PeopleSoft Supplier Number	0000004975
Supplier Name & Address	
SHI International Corp. (Categories 1, 2 and 3) 290 Davidson Avenue Somerset, NJ 08873	
Contract Administrator	
Natalie Slowik Senior Manager – Contracts & RFPs Natalie_Slowik@shi.com www.shi.com Toll Free: 800-477-6479 ext:5902 Office: 732-868-5902 Fax: 732-868-5903	
Contact Details	
Ordering Information	To place an order: 1. Obtain a new quote from: Trevor Golden Account Executive – GA State Agencies trevor_golden@shi.com 404-580-2409 (DOAS recommends obtaining quotes from more than one supplier.) 2. Verify %age discount matches contract 3. Submit order to vendor per instructions provided on vendor quote according to your preferred payment method (PO, Pcard or other).



Remitting Information	P.O. Box 952121, Dallas, TX 75395-2121
Delivery Days	Purchase Order must be placed prior to download or installation of each copy of software and prior to each subsequent renewal term
Discounts	See minimum discounts on cost sheet.
Payment Terms	Net 30 Days
Bid Offer Includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this Contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

DOAS competed and awarded the Statewide Contracts for Software by Category. The Categories of Software that each supplier's contract award includes are identified on the Information Sheet for the Supplier.

Suppliers submitted proposals to provide software from specific publishers at certain discounts from publisher's standard price (equivalent to an MSRP) as shown on the cost sheet for the relevant supplier and category.

All discounts shown are minimum discounts, and suppliers may provide additional or deeper discounts to state and local agencies under the Statewide Contracts for Software.

Agencies should ask for "Academic pricing" if they are obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization; academic



organizations receive significantly lower prices or significantly deeper discounts from many software publishers.

Agencies must place purchase orders prior to downloading or using software. Unless the agency acquires a perpetual license and does not incur charges for maintenance, the agency must also place a purchase order each year prior to incurring software renewal fees or maintenance or other charges.

For Category 3, Microsoft Reseller Services, the State has three (3) authorized resellers: CDWG, Dell and SHI. Each reseller may deliver software under any of the State of Georgia master agreements with Microsoft. These include the Enterprise Agreement, the Select Plus Agreement for State and Local Government, the Select Plus Academic Agreement, and an EES Agreement. Each supplier that holds a contract that includes Category 3 has certified Microsoft licensing specialists who are trained to provide assistance on the various Microsoft licensing programs.

The Statewide Contracts for Software include training, assessment and installation services. The contracts do not include implementation services or project work. Please see the Exhibit A to each supplier's contract for details of the services permitted to be provided through that contract.

The RFP for Statewide Contracts for Software included cloud-based software and Software-as-a-Service in scope, but those products are subject to additional approvals in accordance with Georgia Technology Authority Standards and Specifications. Please contact the Issuing Officer for additional information on the process for obtaining cloud based software or software-as-a-service through these contracts.

CATEGORY DESCRIPTION

Category 1: End User Software. Generally, these are desktop software products.

Category 2: Enterprise Software. These are server-based systems.

Category 3: Microsoft Reseller Services. See above for more detail about State's Agreements for Microsoft software.

Category 4: Oracle Software and Databases (including PeopleSoft). Category 4 contracts are Convenience contracts.



NIGP CODES FOR SOFTWARE:

20429, 20447, 20529, 20547, 20655, 20800, 20811, 20812, 20815, 20818, 20819, 20820, 20830, 20832, 20836, 20841, 20842, 20844, 20845, 20846, 20851, 20853, 20854, 20856, 20857, 20858, 20859, 20860, 20861, 20864, 20865, 20867, 20870, 20872, 20877, 20880, 20881, 20882, 20883, 20885, 20886, 20888, 20900, 20912, 20913, 20914, 20922, 20924, 20937, 20942, 20943, 20945, 20946, 20947, 20949, 20952, 20954, 20958, 20959, 20960, 20962, 20966, 20970, 20973, 20978, 20982, 20984, 20986, 20987, 91829, 92000, 92004, 92007, 92014, 92015, 92016, 92027, 92032, 92044, 92045, 92046, 92049, 92056, 92063, 92091, 92094, 92095, 92096, 96728, 98574

EXTENSION 2: CURRENT CONTRACT TERM: JULY 1, 2018 - MAY 30, 2019

DOAS CONTACT INFORMATION:

*See Team Georgia Marketplace (Click open Summary) for current

Contract Management Specialist contact information.