

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and SHI International Corp with a principal place of business in Sommerset, NJ (the "Contractor") that the contract between them originally dated as of June 1, 2020, Contract # 39550, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from May 31, 2023 to May 31, 2024. No more extensions per this contract.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

This document consists of 2 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

SHI International Corp

By: _____

By: _____

Name: Jennifer M.V. Fitch
Commissioner - Buildings and
General Services

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and SHI International Corp with a principal place of business in Sommerset, NJ (the "Contractor") that the contract between them originally dated as of June 1, 2020, Contract # 39550, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from May 31, 2022 to May 31, 2023. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. **SOV Cybersecurity Standard 19-01.** All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

By: _____

Name: Jennifer M.V. Fitch

Title: BGS Commissioner

Date: _____

SHI INTERNATIONAL CORP

By: _____

Name: _____

Title: _____

Date: _____

STATE OF VERMONT STATEWIDE PURCHASING AGREEMENT #39550
FOR COMPUTER PERIPHERALS

Contractor: SHI International Corp

1. ***Parties.*** This Agreement (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. ***Subject Matter.*** This Agreement authorizes Purchasing Entities (defined herein) to purchase from Contractor the products offered by Contractor as identified herein at or below the rates established under this Agreement for such products and/or services.
3. ***Purchasing Entities.*** As authorized under 29 V.S.A. § 902, this Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”); and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (each an “Additional Purchaser”). Collectively, State Purchasers and Additional Purchasers are also referred to herein as a “Purchasing Entity” or “Purchasing Entities”. Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser must make its own determination whether this Agreement are consistent with its procurement policies and regulations.
4. ***Contract Term.*** This Agreement shall be effective on June 01, 2020 and end on May 31, 2022 Contractor agrees that this Agreement may be renewed by the State for up to two additional years beyond the initial term and in such event the parties shall execute an amendment to this Agreement.
5. ***Available Products and Services.*** The products and/or services listed in this section may be purchased under this Agreement, subject to the requirements for ordering established under this Agreement. Contractor agrees to provide such products and/or services subject to the terms and conditions of this Agreement.

Category	Manufacturer and percentage off MSRP.
Input Devices: Webcams, keyboards, Mice, Barcode Scanners, Optical Scanners.	Brother 15%
	Canon 15%
	HP 15%
	Interlink Electronics 15%
	Logitech 15%
	L-Tron 15%
	Microsoft 15%
	Plantronics 15%
	Printek 15%
	Samsung 15%
	SIIG 10%
	V7 10%
	Wasp Barcode Technologies 10%

Contractor: SHI International Corp

Cables and Related: Video cables, Network cables, power cables and various adapters.	Belkin 20% C2G 20% Comprehensive Cable 20% Kensington 20% Startech.com 20% Tripp Lite 20%
Accessories: Chargers, cases, stands, mounts, bags	Acer 10% Brother 10% Cyber Acoustics 10% HP 10% Microsoft 10% Otter Products 10% Panasonic 10% Printek 10% RAM Mounts 10% Startech.com 10%
System Enhancements: Video cards, CPUs, MBs, IO cards, RAM, UPS, Power Supplies	AddOn 15% APC 15% Microsoft 15% Panasonic 15%
Storage: internal and external, Flash, NAND, HDD	Edge Memory 15% IBM 15% Kingston Technology 15% Samsung 15% SanDisk 15% Seagate 15% Western Digital 15%
AV Equipment: Consumer TVs, Projectors, Media Players	Acer 15% BenQ 15% Dell 15% LG Electronics 15% ViewSonic 15%

6. **Pricing Schedule.** Pricing, including discounts, for products and/or services available under this Agreement is set forth in the table above, and otherwise available online at: <https://www.shi.com/Contract/PSContract/ContractRequest?searchtext=Vermont> . The website shall include “roundtrip” (often referred to as “punchout”) functionality. Roundtrip sites provide a mechanism for users to punchout from the State’s eProcurement solution to the contractor’s sites to shop (search, find, browse, and add products and services to a shopping cart). Upon the user completing their shopping, the user and their shopping cart return to the State eProcurement where the information in the shopping cart may be used to create order(s). Roundtrip functionality shall allow for direct communication with the contractor’s or the contractor’s suppliers’ system(s), which can reflect real-time product inventory/availability information. Purchasing Entities may solicit the Contractor for deeper discounts than the minimum contract pricing established under this Agreement (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives). Contractor shall list the State’s contract pricing on a contract specific website listing the complete catalog of products available under this agreement.
7. **Requirements for Ordering.**
- a. All orders placed under this Agreement must, at a minimum, specify:
 - i. The product(s) being delivered and the place and time of delivery;

- ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Statewide Purchasing Agreement Number.
- b. Orders funded in whole or in part by federal funds may include additional terms as necessary to comply with federal requirements.
 - c. State Purchasers must follow the ordering procedures of the State Contract Administrator to execute orders against this Agreement.
 - d. Orders placed by State Purchasers are subject to the following restrictions:
 - i. Purchases of a single product over \$5,000 require approval from the Secretary/CIO of the Agency of Digital Services.
 - ii. The State's Agency of Digital Services Procurement Office is the only entity authorized to place orders for Graphics Accelerators, Internal Hard Drives, Memory, Modems, Monitors, Motherboards, Network Hardware, Processor upgrades/ CPUs/ Laptop Parts, Thin Clients, Scanners, Printers and Printer Accessories, Barcode Readers, Peripherals with Lan/ WIFI. Peripherals that require software. Contractor agrees that it will not accept or fulfill orders for these items placed on behalf of State Purchasers from any other source. Contractor's failure to meet this requirement may result in suspension or termination of this Agreement.

8. *Payment Provisions and Invoicing.*

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. If applicable, all equipment pricing is to include standard ground shipping, Expedited shipping or additional handling for overweight or oversized items, if applicable is to be included with the quote. No request for extra delivery cost will be honored unless included at the time of quote.
- c. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As

applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.

- d. Invoices shall be sent to the address identified on the Purchasing Entity's order and must specify:
 - i. The address to which payments will be sent:
 - ii. The State of Vermont Statewide Purchasing Agreement Number; and
 - iii. The unique identifier for the order against which the invoice is being submitted.
 - e. Reimbursement of expenses is not authorized. All rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
 - f. Unopened Products can be returned in accordance with our return policy at www.shi.com/returnpolicy.
 - g. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
9. ***No effect of Click-Through or Other Additional Terms and Conditions.*** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any product or service purchased hereunder, the Purchasing Entity may refuse such terms and shall be entitled to a full refund. Except for additional terms of a Purchasing Entity that may be applied at the order level as expressly permitted by this Agreement, any terms and conditions of each Party's purchase orders, invoices, acknowledgments, confirmations, or similar documents shall not apply to any order under this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.
10. ***Reporting.*** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. Contractor's reporting shall detail the minimum requirements for orders as set out in section 7.a, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

October 1 to December 31	January 31
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- c. Failure to meet these reporting requirements may result in suspension or termination of this Agreement.
11. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Agreement shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.
12. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
13. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Agreement, each party will assist the other in the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor or Purchasing Entity of their respective obligations under any order executed prior to the effective date of termination or other expiration of this Agreement.
14. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: SHI International Inc, Nicholas Repp
 Address: 290 Davidson Ave, Somerset, NJ 08873
 Phone: 603-573-6187
 Fax: 732-868-6055
 Email: mailto:Nick_Repp@shi.com

b. **For the State:**

Name: State of Vermont, Stephen Fazekas
 Address: 109 State Street, Montpelier, VT 05633-3001
 Phone: 802/828-2210
 Fax: 802/828-2222
 Email: Stephen.fazekas@vermont.gov

15. **Attachments.** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.
- a. "Attachment C: Standard State Provisions for Contracts and Grants" a preprinted form, revised December 15, 2017 (available online at: [http://www.vermont.gov/business/contracts/standard-provisions-for-contracts-and-grants](#)) is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and all orders placed under this Agreement.
- b. "Attachment D: Other Provisions" is attached to this Agreement and incorporated herein and shall apply to all orders placed under this Agreement.

Contractor: SHI International Corp

If required in an order made by a State Purchaser under this Agreement, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be incorporated by reference and apply to the order.

By signing below Contractor agrees to offer the available products and services subject to the terms and conditions of this Agreement and at prices equal to or lower than the prices listed on this Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By SHI International Inc:

Date: _____

Date: 07/08/2020

Signature: _____
E-SIGNED by Christopher Cole
on 2020-07-24 16:20:18 GMT

Signature: 

Name: Christopher Cole

Name: Darek Awas

Commissioner – Buildings & General Services
Title: _____

Sr. Lead Contracts Specialist
Title: _____

ATTACHMENT D
OTHER PROVISIONS

1. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

1.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to resale of the product;
(
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

1.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the Contractor's resale services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) None of the products available and for purchase and delivered by Contractor hereunder will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor, to the extent possible, will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered

will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iv) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.
- (v) Contractor is reseller of Product, not the original equipment manufacturer or licensor ("OEM"), and therefore disclaims any warranty responsibility regarding Product provided under this Agreement. Contractor shall forward the end user warranties to the State which are provided to Contractor from the OEM of the Product, and to the extent granted by the OEM, the State shall be the beneficiary of the OEM's warranties. Contractor is not a party to any warranty terms between the State and OEM and the State agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

2. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

4. SOV Cybersecurity Standard 19-01

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>