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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 9(A)(1)

Resolution No. R-710-12

Subject: Request for Approval to Access Other Governmental Entity Contract: Software Value-Added Reseller

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve access to a competitively awarded State of Arizona contract established on behalf of the Western States Contracting Alliance, which is a consortium of public entities, for the purchase of commercial off-the-shelf software, maintenance, and support services. The purchasing power of the public entities under this contract is expected to reduce costs.

This contract was awarded to three vendors: En Pointe Technologies Sales Inc., Insight Public Sector, Inc., and Software House International Inc. These three vendors are the authorized Software Value-Added Resellers under this contract. A Software Value-Added Reseller is the conduit through which commercial off-the-shelf software and maintenance support services are purchased.

CONTRACT NUMBER: ADSPO11-00000358

CONTRACT TITLE: WSCA Software Value-Added Reseller

TERM: The contract established by the State of Arizona is for a term of two years (June 3, 2011 through June 2, 2013) with three, one-year options-to-renew. The initial term will commence upon approval by the Board and will expire on June 2, 2013.

METHOD OF AWARD: The State of Arizona conducted a Request for Proposals process resulting in award to multiple responsible and responsive vendors, based on qualitative factors included in the solicitation. The pre-qualified firms will participate in spot market competitions to ensure best value.

REQUIRED ALLOCATION: $2,860,000 for initial term through June 2, 2013. If the State of Arizona exercises the three, one-year options-to-renew, the cumulative value will be $11,442,000.

PREVIOUS CONTRACT AMOUNT: $15,462,000 for a four-year term that expires September 30, 2012. The current contract, which was not established by the County, was accessed through the State of Maryland as authorized through R-844-08. The State of Maryland conducted a request for proposals process that was awarded to multiple vendors for the purchase and maintenance of commercial off-the-shelf software.

BACKGROUND

Authorization is requested to access a contract that was established under full and open competition by the State of Arizona as lead agency for the Western States Contracting Alliance. Establishment of this contract provides the flexibility and access to a wide range of commercial off-the-shelf software and maintenance support services through authorized value-added resellers. By the County accessing this contract, the County will be able to purchase and maintain commercial off-the-shelf software at the lowest price through spot market competitions. Additionally, the use of the three Software Value-Added Resellers under this contract will provide the County with additional services, most particularly tracking and management of software licenses, tracking of Volume License Agreements and volume levels.

The contract is structured to be adaptable to rapidly changing technology by allowing the awarded vendors to add additional product lines. Pooling the purchasing volume of multiple public agencies (States of Arizona, Montana, Wyoming, New Mexico, Washington, and Missouri) is expected to provide reduced costs. This contract will be available to support new projects as they are funded, consistent with the County's strategic goal to use technology in a cost effective manner. The following commercial off-the-shelf software are samples of the types of products purchased under this contract:

SAMPLE SOFTWARE PURCHASES UNDER COMMERCIAL OFF-THE SHELF CONTRACT

Product Name	Description
ATTACHMATE	Attachmate terminal emulation products allow Windows users to securely connect to applications running on IBM System (Mainframe)
AUTODESK/AUTOCAD	Architecture, Engineering and Construction software
CITRIX SOFTWARE	Desktop Virtualization: enables users to work securely from any device, anywhere.
KOFAX SOFTWARE LICENSES MAINTENANCE	Kofax Software Captures images and data into various repositories and applications (used for Electronic Document Management System - EDMS)
QUALYSGUARD ENTERPRISE	Vulnerability management - Integrated Security & Compliance Applications
TREND MICRO LICENSES MAINT AND SUPPORT	Internet Security for countywide computers

Once approval has been obtained by the Board, the Information Technology Department will manage this contract on behalf of all County departments in an effort to better manage software purchases countywide. As needs arise, the Information Technology Department will conduct spot market purchases specific to the operational needs outlined by the user departments to obtain pricing specific for commercial off-the-shelf software licenses, maintenance, and support. The Information Technology Department will manage the allocation countywide to mitigate software non-compliance issues, optimize software standardization opportunities, and leverage the County's total software expenditures to reduce one-time and recurring costs.

Authorization is also requested to include contract renewals exercised by the State of Arizona. Should a renewal be exercised by the State of Arizona, departments will be allocated a prorated figure per year equal to the renewal period.

USING/MANAGING AGENCIES AND FUNDING SOURCES:

Department	Allocation Requested (to be managed by ITD)	Funding Source
Aviation	$375,000	Proprietary Funds
Community Information and Outreach	120,000	General Fund
Board of County Commissioners	7,000	General Fund
Clerk of Courts	46,000	General Fund
Corrections and Rehabilitation	16,000	General Fund
Information Technology	1,170,000	Internal Service Funds
Internal Services	112,000	Internal Service Funds
Finance	10,000	General Fund
Fire Rescue	80,000	Fire District Funds
Public Housing and Community Development	11,000	Federal Funds
Library	260,000	Library District Funds
Medical Examiner	2,000	General Fund
Property Appraiser	6,000	General Fund
Police	425,000	General Fund
Parks, Recreation and Open Spaces	2,000	General Fund
Public Works and Waste Management	4,000	General Fund
Regulatory and Economic Resources	64,000	Proprietary and General Funds
Seaport	18,000	Proprietary Funds
Water and Sewer	132,000	Proprietary Funds
Total:	**$2,860,000**	

AWARDED VENDORS:

Awardee	Address	Principal
Software House International, Inc. (SHI)	2 Riverview Drive, Somerset, NJ	Sandy Pisula
Insight Public Sector, Inc.	1305 W. Auto Drive, Tempe, AZ	Mark Mcgrath
En Pointe Technologies Sales, Inc.	100 N. Sepulveda Blvd. 19th floor, El Segundo, CA	Bob Din

DUE DILIGENCE: Due diligence was conducted to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

CONTRACT MEASURES: Not applicable – accessing another entity's contract

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The User Access Program provision will apply. The two percent program discount will be collected on all purchases, where permitted by funding source.

LOCAL PREFERENCE: Not applicable – accessing another entity's contract

DELEGATED AUTHORITY: If this item is approved, the County Mayor or the County Mayor's designee will have the authority to exercise, at their discretion, contract modifications, options-to-renew, and extensions, and to issue work orders, in accordance with the terms and conditions of the contract.

PROCUREMENT OFFICER: Leida Altman Carrillo

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 4, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Resolution No. R-710-12

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
9-4-12

RESOLUTION NO. R-710-12

RESOLUTION AUTHORIZING THE ACCESS OF A STATE OF ARIZONA CONTRACT IN AN AMOUNT UP TO $2,860,000 FOR PURCHASE OF COMMERCIAL OFF-THE-SHELF SOFTWARE, MAINTENANCE, AND SUPPORT SERVICES, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCESS THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO CONDUCT SPOT BIDS AND AWARD SUBSEQUENT CONTRACTS, CONDUCT MODIFICATIONS, AND EXERCISE, IN THEIR DISCRETION, ANY CANCELLATION PROVISIONS, ANY RENEWAL PERIODS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. ADSPO11-00000358

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the access of State of Arizona's Contract No. ADSPO11-00000358 in an amount up to $2,860,000 for purchase of commercial off-the-shelf software, maintenance, and support services, and authorizes the County Mayor or County Mayor's designee to conduct spot bids and award subsequent contracts, conduct modifications, and exercise, in their discretion, any cancellation provisions, any renewal periods, and to exercise all other rights contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6 day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")
between
INSIGHT PUBLIC SECTOR, INC
(hereinafter "Contractor")
And
Miami-Dade County
(hereinafter "Participating Entity" or "County")
(County's Contract Number: ADSPO11-00000358)

1. Scope: THIS ADDENDUM COVERS THE WSCA SOFTWARE VALUE-ADDED RESELLER CONTRACT LEAD BY THE STATE OF ARIZONA FOR USE BY MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use County contracts are subject to the approval of the respective County Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the County Chief Procurement Official.

a) INDIVIDUAL CUSTOMER: The County, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, the County will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. The County will be responsible for their own charges, fees, and liabilities. The County will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity).

a) In consideration of the license rights granted, the County shall pay the Software License Fees or other consideration for the Software and Documentation. All amounts payable hereunder by the County shall be payable on a per order basis. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor or before County's approval of this Agreement shall be at the Contractor's risk and expense.

b) Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

c) The pricing sheet for the County is included in the attached Schedule A.

4. Lease Agreements: No lease agreements allowed.

5. Primary Contacts: The primary contact individual(s) for this participating addendum are as follows (or their named successors):

Lead State:

Name	Terri Johnson
Address	State of Arizona – Department of Administration State Procurement Office 100 N 15th Ave, Phoenix, AZ 85007

Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

Contractor

Name	Erica Falchetti, Contracts Manager
Address	Insight Public Sector, Inc 6820 S. Harl Ave, Tempe, AZ 85283
Telephone	800-467-4448 Ext 3071
Fax	480-760-9488
E-mail	erica.falchetti@insight.com

Participating Entity:

Name	Leida Altman Carrillo,
Address	Miami-Dade County Internal Services Department Purchasing Management Services 111 NW 1st Street, Suite 1300, Miami, FL 33128
Telephone	(305)375-1084
Fax	(305)375-5688
E-mail	lcarril@miamidade.gov

Name	Mirta Lopez-Cardoso
Address	Miami-Dade County Information Technology Department 5680 S.W. 87th Avenue, Miami, FL 33173
Telephone	(305)596-8610
Fax	(305)275-7696
E-mail	mlopezm@miamidade.gov

6. Subcontractors: If the Contractor will cause any part of this WSCA Master Price Agreement to be performed by a Subcontractor, the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor. All [contactor] dealers and resellers authorized in the State of Florida], as shown on the dedicated Insight Public Sector, Inc. (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Price Agreement. Insight Public Sector, Inc. dealer's participation will be in accordance with the terms and

conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions: All orders should contain the following: (1) Mandatory Language "PO is subject to WSCA Contract #ADSPO11-00000358-3"; (2) Your Name, Address, Contact, & Phone-Number; (3) Purchase order amount, monthly payment (if leased), itemized list of accessories, & CPC rate of the service contract; and (4) Contractor quote number, if applicable.

Orders should only be made out to Insight Public Sector, Inc.

8. Reporting: Insight Public Sector, Inc. will submit a quarterly report to the County in the same format requested by and submitted to WSCA.

9. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the County's purchase order number assigned at time of purchase and the Lead State price agreement number: ADSPO11-00000358-3.

   a) This Participating Addendum and the Master Price Agreement number ADSPO11-00000358-3 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity's State.

10. Annual Appropriation: The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for cancelling service/maintenance during the year.

11. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those federal, state, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with Section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

12. Prompt Payment Terms. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 2.18.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or

Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which proper invoice was received by the County or the Public Health Trust.

13. Governing Law. This Agreement, including appendices, and all matter relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

14. The County, at its sole discretion, may unilaterally amend the Primary Contact name and their contact information in Number 5 of this Participating Addendum during the term of this Participating Addendum. Any amendment shall be contained in a separate document affixed to this Participating Addendum.

15. If additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from this Participating Addendum, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

16. Termination for Convenience: The County may terminate the Contract in whole or in part, by providing thirty (30) days written notice to the Contractor, when the County determines in its sole discretion that it is in the County's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be limited to recover any cancellation charges or lost profits.

17. Scrutinized Companies Lists. In executing this agreement, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

18. User Access Fee: Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

    a) The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

19. Office of the Inspector General: Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contract, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

20. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")
between
INSIGHT PUBLIC SECTOR, INC
(hereinafter "Contractor")
And
Miami-Dade County
(hereinafter "Participating Entity" or "County")
(County's Contract Number: ADSPO11-00000358)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor	**Miami-Dade County**
By: [signature]	By: _____
Name: David Cristal	Name: _____
Title: VP-GM	Title: _____
Date: 5-31-12	Date: _____
Attest: [signature] Assistant Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

PRICING SHEET - Rates by Publisher

There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both

Rates by Software Publisher	Do you sell this publisher's products? YES			Certification Level	Pricing	Comments
	Direct	Through 3rd Party	NO	On a 1 - 5 scale (5=best), rate your level	Rate above cost (%); Rate below cost (-%)	
Key Itemized						
Microsoft	X	X		5	*2.25%*	
Adobe	X	X		5	*3.25%*	
IBM	X	X		5	*3.25%*	
Symantec	X	X		5	*3.25%*	
Intel		X		3	*3.25%*	
McAfee		X		5	*3.25%*	
VMWare		X		5	*3.25%*	
CA (Computer Associates)		X		5	*3.25%*	
Quest		X		5	*3.25%*	
SAP Business Objects	X	X		3	*3.25%*	
Checkpoint		X		4	*3.25%*	
TrendMicro		X		5	*3.25%*	
BMC		X		3	*3.25%*	
Commvault		X		5	*3.25%*	
RedHat		X		*4*	*3.25%*	
Other Itemized						
Al Squared	X			3	*3.25%*	
Apple	X			4	*3.25%*	
Attachmate		X		5	*3.25%*	
Autodesk		X		5	*3.25%*	
Bakbone		X		5	*3.25%*	
Barracuda		X		3	*3.25%*	
Cisco	X			5	*3.25%*	
Citrix		X		4	*3.25%*	
Compuware	X			3	*3.25%*	
Corel	X	X		5	*3.25%*	
Doubletake	X	X		4	*3.25%*	
EMC		X		3	*3.25%*	
Enchoice		X		3	*3.25%*	
ESET		X		3	*3.25%*	
ESRI		X		3	*3.25%*	
Freedom Scientific		X		3	*3.25%*	
Guardian Edge		X		3	*3.25%*	
GW Micro		X		3	*3.25%*	
HumanWare		X		3	*3.25%*	
Hummingbird Exceed		X		3	*3.25%*	
ICM Conversions			X		*3.25%*	*In direct contact with publisher pursuing reseller authorization*
HP		X		5	*3.25%*	
Information Builders		X		3	*3.25%*	
Kronos Software		X		3	*3.25%*	

PRICING SHEET - Rates by Publisher

There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both

Rates by Software Publisher	Do you sell this publisher's products? YES: Direct	YES: Through 3rd Party	NO	Certification Level: On a 1 - 5 scale (5=best), rate your level	Pricing: Rate above cost (%); Rate below cost (-%)	Comments
LANDesk	X			5	*3.25%*	
Laserfische			X		*3.25%*	*Confirming reseller/sourcing authorizations with distribution partners*
Lotus		X		5	*3.25%*	
Microfocus		X		3	*3.25%*	
Mindjet		X		5	*3.25%*	
MPS			X		*3.25%*	*Confirming reseller/sourcing authorizations with distribution partners*
MQSoftware		X		3	*3.25%*	
nCircle		X		3	*3.25%*	
Novell		X		4	*3.25%*	
Nuance	X	X		5	*3.25%*	
Oracle		X		5	*3.25%*	
OSAM			X		*3.25%*	*Publisher is normally "direct to client" only. Insight is pursuing partnership with this publisher.*
Passpoint		X		5	*3.25%*	
SAS		X		3	*3.25%*	
Sophos		X		5	*3.25%*	
~~Solutions Software~~				Deleted in Amendment 6		
Splunk Software		X		3	*3.25%*	
Stellent		X		5	*3.25%*	
Sun Gard			X		*3.25%*	*Confirming reseller/sourcing authorizations with distribution partners*
Sybase	X	X		3	*3.25%*	
Techsmith		X		3	*3.25%*	
Titus	X			3	*3.25%*	
Ultrabac	X			3	*3.25%*	
Websense		X		3	*3.25%*	
Non-Itemized*					*One Rate Only for All Non-Itemized Publishers*	
All Other		X			*6.00%*	
Other (not previously itemized) Directly Represented Lines						*Add Lines as needed*
	x					
	x					
	x					

PRICING SHEET - Rates by Publisher There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both						
Rates by Software Publisher	Do you sell this publisher's products?			Certification Level	**Pricing**	**Comments**
	YES		NO	On a 1 - 5 scale (5=best), rate your level	Rate above cost (%); Rate below cost (-%)	
	Direct	Through 3rd Party				
	X					
	X					
	X					

PRICING SHEET - Reports - Hourly	
There are two Excel pricing sheets 'Rates by Publisher' and 'Reports-Hourly' in this file; complete both	
Insert Lines as needed	
Consulting Assistance	
Staff Position Description	**Hourly Rate**
Field Engineer	$52.50
Project Coordinator	$63.00
Senior Field Engineer	$73.50
Senior Project Coordinator	$77.00
Systems Engineer	$87.50
SQL Administrator	$115.50
Senior Systems Engineer	$115.50
Manager, Field Engineering	$150.00
Project Manager	$125.00
Consultant	$140.00
Senior Project Manager	$157.50
Program Manager	$165.00
Managing Consultant	$192.50
Senior Consultant	$178.50
Technical Architect	$196.00
Director	$210.00
Custom Reports	
Description	**Pricing**
	No Charge
Other Optional Services	
Description	**Pricing**
Software Asset Management Assessment	Custom Pricing
Insight:LicenseAdvisor	Custom Pricing
Software License Reconciliation Services	Custom Pricing
License Maintenance Services	Custom Pricing
Technology Assessment Services	Custom Pricing
Business Optimization Software Services	Custom Pricing
Core Infrastructure Solutions and Services	Custom Pricing
Installation (enterprise-wide, complex, etc)	Custom Pricing
The costs associated with any of these service offerings would be based upon a submitted Statement of Work to the Participating Agency	

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")
between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor" or "SHI")
And
Miami-Dade County
(hereinafter "Participating Entity" or "County")
(County's Contract Number: ADSPO11-00000358)

1. Scope: THIS ADDENDUM COVERS THE WSCA SOFTWARE VALUE-ADDED RESELLER CONTRACT LEAD BY THE STATE OF ARIZONA FOR USE BY MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use County contracts are subject to the approval of the respective County Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the County Chief Procurement Official.

a) INDIVIDUAL CUSTOMER: The County, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, the County will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. The County will be responsible for their own charges, fees, and liabilities. The County will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity).

a) In consideration of the license rights granted, the County shall pay the Software License Fees or other consideration for the Software and Documentation. All amounts payable hereunder by the County shall be payable on a per order basis. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor or before County's approval of this Agreement shall be at the Contractor's risk and expense.

b) Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

4. Lease Agreements: No lease agreements allowed.

5. Primary Contacts: The primary contact individual(s) for this participating addendum are as follows (or their named successors):

Lead State:

Name	Terri Johnson
Address	State of Arizona – Department of Administration State Procurement Office 100 N 15th Ave, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508

E-mail	terri.johnson@azdoa.gov

Contractor:

Name	Imran Yunus
Address	En Pointe Technologies Support Team
Telephone	866-334-2087
Fax	310-337-3498
E-mail	wscasoftwaresupport@enpointe.com

Participating Entity:

Name	Leida Altman Carrillo
Address	Miami-Dade County Internal Services Department Purchasing Management Services 111 NW 1st Street, Suite 1300 Miami, FL 33128
Telephone	(305)375-1084
Fax	(305)375-5688
E-mail	lcarril@miamidade.gov

Name	Mirta Lopez-Cardoso
Address	Miami-Dade County Information Technology Department 5680 S.W. 87th Avenue, Miami, FL 33173
Telephone	(305)596-8610
Fax	(305)275-7696
E-mail	mlopezm@miamidade.gov

6. Subcontractors: If the Contractor will cause any part of this WSCA Master Price Agreement to be performed by a Subcontractor, the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor. All [contactor] dealers and resellers authorized in the State of Florida], as shown on the dedicated En Pointe Technologies Sales, Inc. (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Price Agreement. En Pointe Technologies Sales, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions: If a price quote is accepted by the participating entity, the participating entity

shall submit purchase order via email to wscasoftwaresupport@enpointe.com or by fax to 310-337-3498

a. Purchase order is issued to:

En Pointe Technologies Sales, Inc
18701 South Figueroa Street
Gardena, CA 90248

Note: Purchase Order must include Master Agreement Number ADSPO11-00000358 and SPO Vendor List Contract No. 12-03 and Participating Entity Contract Number.

Purchase orders may be mailed to the above address or emailed to wscasoftwaresupport@enpointe.com

b. Payment shall be made to:

En Pointe Technologies Sales, Inc
PO Box 514429
Los Angeles, CA 90051-4229

8. Reporting: En Pointe Technologies Sales, Inc. will submit a quarterly report to the County in the same format requested by and submitted to WSCA.

9. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the County's purchase order number assigned at time of purchase and the Lead State price agreement number: ADSPO11-00000358-3.

a) This Participating Addendum and the attached rates attached hereto and incorporated as Attachment A and the Master Price Agreement number ADSPO11-00000358-3 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity's State. This Addendum and its Attachment A shall control first then the Master Price Agreement and its exhibits.

10. Annual Appropriation. The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for cancelling service/maintenance during the year.

11. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those federal, state, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with Section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

12. Prompt Payment Terms. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 2.18.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which proper invoice was received by the County or the Public Health Trust.

13. Governing Law. This Agreement, including appendices, and all matter relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

14. The County, at its sole discretion, may unilaterally amend the Primary Contact name and their contact information in Number 5 of this Participating Addendum during the term of this Participating Addendum. Any amendment shall be contained in a separate document affixed to this Participating Addendum.

15. If additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from this Participating Addendum, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

16. Termination for Convenience: The County may terminate the Contract in whole or in part, by providing thirty (30) days written notice to the Contractor, when the County determines in its sole discretion that it is in the County's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be limited to recover any cancellation charges or lost profits.

17. Scrutinized Companies Lists. In executing this agreement, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

18. User Access Fee: Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

    a) The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

19. Office of the Inspector General: Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contract, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

20. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")
between
EN POINTE TECHNOLOGIES SALES, INC.
(hereinafter "Contractor" or "SHI")
And
Miami-Dade County
(hereinafter "Participating Entity" or "County")
(County's Contract Number: ADSPO11-00000358)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor	Miami-Dade County
By: _____	By: _____
Name: WASI AHMED YOUSAF	Name: _____
Title: DIRECTOR of OPERATIONS	Title: _____
Date: 5/31/2012	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency. _____ Assistant County Attorney

ATTACHMENT A	
Publisher Name/Title	Rates By **Publisher**
Key Itemized	
Microsoft	2.25%
Microsoft Fulfillment/Physical Media	3.00%
Adobe	3.00%
IBM	2.75%
Symantec	2.75%
Intel	3.00%
McAfee	2.75%
VMWare	2.75%
CA (Computer Associates)	3.00%
Quest	3.00%
SAP Business Objects	3.00%
Checkpoint	3.00%
TrendMicro	3.00%
BMC	3.00%
Commvault	2.75%
RedHat	3.00%
Other Itemized	
AI Squared	3.00%
Apple	3.00%
Attachmate	3.00%
Autodesk	3.00%
Bakbone	3.00%
Barracuda	3.00%
Cisco	2.75%
Citrix	2.75%
Compuware	3.00%
Corel	3.00%
Doubletake	3.00%
EMC	3.00%
Enchoice	3.00%
ESET	3.00%
ESRI	3.00%
Freedom Scientific	3.00%
Guardian Edge	3.00%
GW Micro	3.00%
HumanWare	3.00%
Hummingbird Exceed	3.00%
ICM Conversions	3.00%
HP	2.75%
Information Builders	3.00%
Kronos Software	3.00%
LANDesk	2.75%
Laserfische	3.00%
Lotus	3.00%

Microfocus	3.00%
Mindjet	3.00%
MPS	3.00%
MQSoftware	3.00%
nCircle	3.00%
Novell	3.00%
Nuance	3.00%
Oracle	3.00%
OSAM	3.00%
Passpoint	3.00%
SAS	3.00%
Sophos	3.00%
Splunk Software	3.00%
Stellent	3.00%
Sun Gard	3.00%
Sybase	3.00%
Techsmith	3.00%
Titus	3.00%
Ultrabac	3.00%
Websense	2.75%
Non-Itemized*	***One Rate Only for All Non-Itemized Publishers***
All Other	3.75%

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")
between
SHI INTERNATIONAL CORP.
(hereinafter "Contractor" or "SHI")
And
Miami-Dade County
(hereinafter "Participating Entity" or "County")
(County's Contract Number: ADSPO11-00000358)

2012 JUN -8 PM 1:46

1. Scope: THIS ADDENDUM COVERS THE WSCA SOFTWARE VALUE-ADDED RESELLER CONTRACT LEAD BY THE STATE OF ARIZONA FOR USE BY MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use County contracts are subject to the approval of the respective County Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the County Chief Procurement Official.

a) INDIVIDUAL CUSTOMER: The County, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, the County will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. The County will be responsible for their own charges, fees, and liabilities. The County will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Price Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity).

a) In consideration of the license rights granted, the County shall pay the Software License Fees or other consideration for the Software and Documentation. All amounts payable hereunder by the County shall be payable on a per order basis. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor or before County's approval of this Agreement shall be at the Contractor's risk and expense.

b) Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

4. Lease Agreements: No lease agreements allowed.

5. Primary Contacts: The primary contact individual(s) for this participating addendum are as follows (or their named successors):

Lead State:

Name	Terri Johnson
Address	State of Arizona – Department of Administration State Procurement Office 100 N 15th Ave, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508

E-mail	terri.johnson@azdoa.gov

Contractor:

Name	Katie Grennan
Address	SHI International Group
Telephone	800-477-6479 Ext 5904
Mobile	848-248-3129
Fax	732-868-5905
E-mail	katie_grennan@shi.com

Participating Entity:

Name	Leida Altman Carrillo
Address	Miami-Dade County Internal Services Department Purchasing Management Services 111 NW 1st Street, Suite 1300 Miami, FL 33128
Telephone	(305)375-1084
Fax	(305)375-5688
E-mail	lcarril@miamidade.gov

Name	Mirta Lopez-Cardoso
Address	Miami-Dade County Information Technology Department 5680 S.W. 87th Avenue Miami, FL 33173
Telephone	(305)596-8610
Fax	(305)275-7696
E-mail	mlopezm@miamidade.gov

6. Subcontractors: If the Contractor will cause any part of this WSCA Master Price Agreement to be performed by a Subcontractor, the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor. All [contactor] dealers and resellers authorized in the State of Florida], as shown on the dedicated SHI (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Price Agreement. SHI dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions: All orders should contain the following: (1) Mandatory Language "PO is subject to WSCA Contract #ADSPO11-00000358-3"; (2) Your Name, Address, Contact, & Phone-Number; (3) Purchase order amount, monthly payment (if leased), itemized list of accessories, & CPC rate of the service contract; and (4) Contractor quote number, if applicable. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Orders should only be made out to SHI.

8. Reporting: SHI will submit a quarterly report to the County in the same format requested by and submitted to WSCA.

9. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the County's purchase order number assigned at time of purchase and the Lead State price agreement number ADSPO11-00000358-3.

a) This Participating Addendum and the Master Price Agreement number ADSPO11-00000358-3 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent, with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity's State.

10. Annual Appropriation. The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for cancelling service/maintenance during the year.

11. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those federal, state, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor shall comply with Section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

12. Prompt Payment Terms. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 2.18.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or

Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which proper invoice was received by the County or the Public Health Trust.

13. Governing Law. This Agreement, including appendices, and all matter relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

14. The County, at its sole discretion, may unilaterally amend the Primary Contact name and their contact information in Number 5 of this Participating Addendum during the term of this Participating Addendum. Any amendment shall be contained in a separate document affixed to this Participating Addendum.

15. If additional ordinance, rule, or other local governmental authority requires additional contract language before an Eligible User can make a purchase from this Participating Addendum, in lieu of this Participating Addendum the Eligible User is responsible for signing a separate Participating Addendum with the Contractor.

16. Termination for Convenience: The County may terminate the Contract in whole or in part, by providing thirty (30) days written notice to the Contractor, when the County determines in its sole discretion that it is in the County's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be limited to recover any cancellation charges or lost profits.

17. Scrutinized Companies Lists. In executing this agreement, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

18. User Access Fee: Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

    a) The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

19. Office of the Inspector General: Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contract, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

20. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-3
Administered by the State of Arizona (hereinafter "Lead State")
between
SHI INTERNATIONAL CORP.
(hereinafter "Contractor" or "SHI")
And
Miami-Dade County
(hereinafter "Participating Entity" or "County")
(County's Contract Number: ADSPO11-00000358)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor	**Miami-Dade County**
By: Natalie Slowik	By: _____
Name: Natalie SIOWIK	Name: _____
Title: Contract specialist	Title: _____
Date: 6/6/12	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

SHI INTERNATIONAL CORP. shi