



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

05/11/2018

SHI government Solutions
Gregory Gonedes
1301 South Mo-Pac Expressway, Suite 375
Austin, TX 78746

Dear Gregory Gonedes

The City of Austin approved the execution of a contract with SHI Government Solutions in accordance with the referenced master agreement.

Responsible Department:	Aviation
Department Contact Person:	Shaun Davis
Department Contact Email Address:	shaun.davis@austintexas.gov
Department Contact Telephone:	512-530-6384
Project Name:	Visual SP Software Maintenance
Contractor Name:	SHI Government Solutions
Contract Number:	5600 NC180000029
Contract Period:	04/30/2018 – 01/30/2022
Extension Options:	None
Dollar Amount:	\$11,568.53
Agenda Item Number:	
Council Approval Date:	

A copy of the contract/purchase order will be forwarded via email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Bartley Tyler
Procurement Specialist I
City of Austin Purchasing Office
Finance and Administrative
Service Department



**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
SHI Government Solutions (“Contractor”)
FOR
Visual SP Software Maintenance**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.4 below) for the above requirement and enters into the following Contract.

This Contract is between SHI Government Solutions having offices at 1301 South Mo-Pac Expressway, Suite 375, Austin, TX 78746 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Contract cover sheet
- 1.1.2 Supplemental Terms, incorporated herein and attached as Exhibit A hereto.
- 1.1.3 State of Texas Department of Information Resources Contract BuyBoard Contract #498-15, incorporated herein by reference.
- 1.1.4 SHI Government Solutions Offer, Quote # 15162080, dated 04/11/2018 incorporated herein and attached as Exhibit B hereto.
- 1.1.5 Non-Discrimination Certification, incorporated herein and attached as Exhibit C hereto.

1.2 Term of Contract. This Contract will be in effect for a term of [45-months] from [04/30/2018] to [01/30/2022].

1.3 Compensation. This Contract is for an amount not to exceed \$11,568.53.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

SHI Government Solutions

Kristina Mann

Printed Name of Authorized Person

Kristina Mann

Signature

Sr. Contract Specialist

Title:

5/10/18

Date:

CITY OF AUSTIN

Bartley Tyler

Printed Name of Authorized Person

Bartley Tyler

Signature

Procurement Specialist I

Title:

5/10/18

Date:

Exhibit A Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Gregory Gonedes, Phone: 800-870-6079, Email: Gregory_gonedes@shi.com. The City's Contract Manager for the engagement shall be Shaun Davis, Phone: 512-530-6384, Email: shaun.davis@austintexas.gov.

2. **Invoices.**

Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

AE's preference is to have invoices emailed to: CTMAPInvoices@austintexas.gov or mailed to the below address:

	City of Austin
Department	CTM
Attn:	AP INVOICES
Address	1124 IH35
City, State, Zip Code	Austin, Texas 78767

For questions regarding your invoice/payment please contact the City's Contract Manager.

3. **Payment.**

- 3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- 3.2 **If payment is not timely made, (per paragraph 3.1), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- 3.3 If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- 3.4 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

3.5 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.6 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

3.7 The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4. **Equal Opportunity.**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Audits and Records.**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 Records Retention:

5.1.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

5.1.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

5.1.2.3 The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

5.1.3 The Contractor shall include sections 5.1.1 and 5.1.2 above in all subcontractor agreements entered into in connection with this Contract.

9. **TRAVEL**: No travel, travel time, lodging or per diem expenses will be paid by the City.

10. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

11. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and endure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.



Pricing Proposal
 Quotation #: 15162080
 Created On: 4/11/2018
 Valid Until: 5/25/2018

CITY OF AUSTIN

Shaun Davis
 CTM / ACCCOUNTS PAYABLES
 P.O. BOX 1088
 Austin, TX 78767
 United States
 Phone: 5124996550
 Fax:
 Email: Shaun.Davis@austintexas.gov

IAM

Gregory Gonedes
 1301 South Mo-Pac Expressway
 Suite 375
 Austin, TX 78746
 Send PO's to: Texas@shi.com
 8008706079
 5127320232
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: gregory_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Software Assurance for VisualSP Enterprise for VisualSP - Part#: Contract Name: BuyBoard Contract #: 498-15 Coverage Term: 4/30/2018 – 1/30/2022	1	\$19,090.00	\$11,568.53	\$11,568.53
			Total	\$11,568.53

Additional Comments

Standard Annual Software Assurance for VisualSP Provides:

- 1) Free-of-charge upgrade to the latest version of VisualSP Help System at any time during a paid maintenance year
- 2) Free-of-charge migration to the appropriate version of VisualSP Help System for a new SharePoint server version during a paid maintenance year
- 3) email customer support - response within 24 hours of incident notification during business week, Next business day weekends and holidays
- 4) Two (2) hours of free consulting (remote, delivered via shared desktop online meeting) with subject matter experts from our team. These hours can be used for technical training, performance improvement and more
- 5) two (2) free annual subscriptions to our VisualSP Training Site for SharePoint. Over 1.1K video tutorials, exclusive online webinars and more
- 6) Access to our VisualSP Portal Site. Review FAQs, Troubleshooting Guides, etc.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all

aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10th day of May, 2018

CONTRACTOR
Authorized
Signature

SHI Government Solutions Inc.

Kristina Mann

Title

Sr. Contract Specialist



Vendor Contract Information

Searches:

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SHI Government Solutions Inc.[X]
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Show all prices
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None Selected
- [Contract](#)
Technology Equipment, Supplies,
Software, Telecommunications
Products, Asset
Disposal/Recovery[X]

[Additional Resources](#)

Vendor Name: SHI Government Solutions Inc.

Address: 1301 S. Mo Pac Expressway
Austin, TX 78746

Phone Number: (800) 870-6079

Email: texas@shi.com

Website: <http://www.shi.com>

Federal ID:

Contact: Victoria Pubylski

Accepts RFQs: Yes

Minority Owned: Yes

Women Owned: Yes

Service-Disabled Veteran Owned: No

Certificate Number: 1223695478500

Certifying Agency: State of Texas / Texas Comptroller of Public Accounts

EDGAR Forms Received: Yes

No Israel Boycott Certificate: No

No Excluded Foreign Terrorist Orgs: No

Contract Name: Technology Equipment, Supplies, Software, Telecommunications Products, /

Contract#: 498-15

Effective Date: 01/01/2016

Expiration Date: 12/31/2018

Payment Terms: Net 30 days

Delivery Days: 5

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: See Extended Exceptions for contract exceptions

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II
EDGAR (Vendor EDGAR Documents) link at the bottom of the page.

Quote Reference Number: 498-15

Return Policy: See Extended Exceptions for return policy

Additional Dealers: SHI International Corp - Somerset NJ

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Extended Exceptions: [Click to view Vendor Extended Exceptions Documents](#)



EDGAR: [Click to view Vendor EDGAR Documents](#)

Contact us 800.695.2919