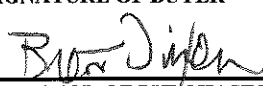





## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

<b>CONTRACT NUMBER</b> CT170315001	<b>CONTRACT TITLE</b> NASPO ValuePoint Software Value-Added Reseller (SVAR)
<b>AMENDMENT NUMBER</b> N/A	<b>CONTRACT PERIOD</b> October 3, 2016 through April 7, 2018
<b>REQUISITION/REQUEST NUMBER</b> N/A - Statewide	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 2230096480 0 / MB00084470
<b>CONTRACTOR NAME AND ADDRESS</b> SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873	<b>STATE AGENCY'S NAME AND ADDRESS</b> Various State Agencies Throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  In accordance with section 34.046, RSMo, contract CT170315001 between the State of Missouri and SHI International Corp is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.	
<b>BUYER</b> Brent Dixon	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:brent.dixon@oa.mo.gov">brent.dixon@oa.mo.gov</a> Phone: (573) 751-4903 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 11/2/16
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger	





STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING  
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CT170315001

REQ NO.: N/A

TITLE: NASPO ValuePoint Software Value-Added Reseller (SVAR)

BUYER: Brent Dixon

PHONE NO.: (573) 751-4903

E-MAIL: brent.dixon@oa.mo.gov

TO: SHI International Corp

33 Knightbridge Rd. 290 Davidson Avenue  
Piscataway, NJ 08854-Somerset, NJ 08873

RETURN DOCUMENT TO THE DIVISION OF PURCHASING BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Brent.dixon@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	Division of Purchasing, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	Division of Purchasing, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies Throughout the State of Missouri

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Arizona Cooperative Contract Number ADSP016-130651 for a Software Value-Added Reseller for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBuys SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
SHI International Corp			
MAILING ADDRESS			
290 Davidson Avenue			
CITY, STATE, ZIP CODE			
Somerset, NJ 08873			
CONTACT PERSON		EMAIL ADDRESS	
David Rounds		David_Rounds@shi.com	
PHONE NUMBER		FAX NUMBER	
512-732-8024		N/A	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		10/26/16	
PRINTED NAME		TITLE	
Rajeev Jalan		Contract Specialist	



**CONTRACT TITLE:** NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)

**CONTRACT PERIOD:** OCTOBER 3, 2016 THROUGH APRIL 7, 2018

Contract CT170315001 is awarded by the State of Missouri consisting of the following documentation that is available on NASPO ValuePoint's website at <http://www.naspovaluepoint.org/#!/contract-details/61/overview/general>.

- ❖ Contract # ADSP016-130651, established between SHI International Corp and the State of Arizona Department of Administration's State Procurement Office.
- ❖ RFP # ADSP016-00005829 issued by the State of Arizona consisting of 80 pages.
- ❖ Participating Addendum Master Agreement.

The contractor shall only provide the software and associated services at the firm, fixed prices agreed to in the software value-added reseller services contract established by State of Arizona and SHI International Corp based on NASPO ValuePoint contract #ADSP016-130651. All references to the State of Arizona, Arizona Department of Administration's State Procurement Office and NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Arizona and NASPO ValuePoint such as administrative fees, background information, statistical/factual information, etc.

State agencies governed by Chapter 34 RSMo are specifically prohibited from using this agreement to purchase the software and related services for the following software manufacturers:

- Adobe
- Citrix Software
- ESRI
- IBM (training services for IBM software are available to be purchased by state agencies)
- LANDesk
- Macromedia
- McAfee
- Microsoft
- Novell
- SAP
- Symantec
- Tivoli
- Veeam
- VMWare

The contractor shall submit invoices for software and related services provided for the State of Missouri to the address shown on the purchase order.

All software subscription licenses and support services shall survive the expiration of the contract.

**Federal Funds Requirement:**

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:



- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

#### **Affidavit of Work Authorization and Documentation:**

Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

#### **Contractor's Personnel:**

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

#### **Executive Order 04-09: Products and/or Services Provided Outside United States:**





If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No <u>  X  </u>
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p><u>      </u> a. Unique good or service.</p> <ul style="list-style-type: none"> <li>EXPLAIN: _____</li> </ul> <p><u>      </u> b. Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> <li>Identify foreign country: _____</li> </ul> <p><u>      </u> c. Economic cost factor exists</p> <ul style="list-style-type: none"> <li>EXPLAIN: _____</li> </ul> <p><u>      </u> d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> <li>Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____%</li> <li>Specify what contract work would be performed outside the United States: _____</li> </ul>		



**EXHIBIT A**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

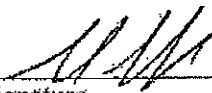
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rajeev Jalan Contract Specialist

Name and Title of Authorized Representative

  
Signature

10/26/16  
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



**EXHIBIT B****BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION****BUSINESS ENTITY CERTIFICATION:**

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- |               |   |
|---------------|---|
| <b>BOX A:</b> | To be completed by a non-business entity as defined below.  |
| <b>BOX B:</b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/go_1185221678150.shtm">http://www.dhs.gov/files/programs/go_1185221678150.shtm</a> . |
| <b>BOX C:</b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.  |

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; OR
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under C212046001 (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Office of Administration's Information Technology Services Division with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date



**EXHIBIT B, continued**

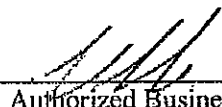
*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that SHI International Corp (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Rajeev Jalan

Authorized Business Entity Representative's  
Name (Please Print)

  
Authorized Business Entity  
Representative's Signature

SHI International Corp  
Business Entity Name

11/02/16  
Date

Rajeev Jalan@shi.com  
E-Mail Address

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

☒ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

☒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



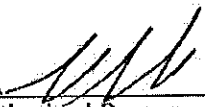


EXHIBIT B, continuedAFFIDAVIT OF WORK AUTHORIZATION:

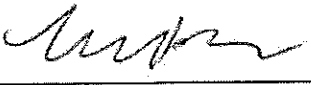
The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now SHI International Corp (Name of Business Entity Authorized Representative) as Contract Specialist (Position/Title) first being duly sworn on my oath, affirm SHI International Corp (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that SHI International Corp (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

	Rajeev Jalan
Authorized Representative's Signature	Printed Name
Contract Specialist	11/02/16
Title	Date
Rajeev_Jalan@shi.com	13882
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 2<sup>nd</sup> of November, I am  
(DAY) (MONTH, YEAR)  
 commissioned as a notary public within the County of Somerset, State of  
(NAME OF COUNTY)  
New Jersey, and my commission expires on 5-25-21.  
(NAME OF STATE) (DATE)

	11/02/16
Signature of Notary	Date

**MARC A. POOLE**  
 NOTARY PUBLIC OF NEW JERSEY  
 I.D. # 2408905  
 My Commission Expires 5/25/2021



**EXHIBIT B, continued**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

**BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security - Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

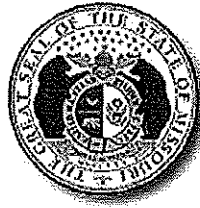
Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



Jeremiah W. (Jay) Nixon  
Governor



Doug Nelson  
Commissioner

State of Missouri  
**OFFICE OF ADMINISTRATION**  
Office of Equal Opportunity  
301 W. High Street, Room 630  
Post Office Box 809  
Jefferson City, Missouri 65102-0630  
(573) 751-8130 FAX: (573) 522-8078  
<http://oeo.mo.gov/>

Walter J. Pearson  
Acting Director

February 17, 2016

SHI International Corp.  
Thai Lee  
290 Davidson Avenue  
Somerset NJ 08873

**OA/OEO CERTIFICATION #B04954**  
**EFFECTIVE DATE: 2/17/2016**  
**EXPIRATION DATE: 2/18/2017**

Dear Certified Vendor:

The Office of Equal Opportunity (OEO) is pleased to notify you that your firm has met the requirements for certification as a bona fide Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE).

Your certification is valid until the expiration date above. The expiration date does not coincide with the expiration of your certification with **State of New Jersey Department Of The Treasury Division of Revenue** due to our three-year requirement. In order to maintain your certification with the state, your certification with the certifying agency above must remain valid during this period. Recertification forms will be sent at least 30 days prior to the expiration date of your certification. It is your responsibility to ensure that your certification is updated.

Work conducted by your firm in the delivery of commodities and/or services for the state will count toward the MBE or WBE participation goals if your firm: performs a commercially useful function; is responsible for a distinct element of the work of a contract; and carries out responsibilities by actually performing, managing and/or supervising the work.

If there is any change in the ownership or control of your firm, you must notify this office immediately. Failure to report any of these changes to this office or violation of the rules of the Office of Equal Opportunity-Certification Program may result in the revocation of your certification.

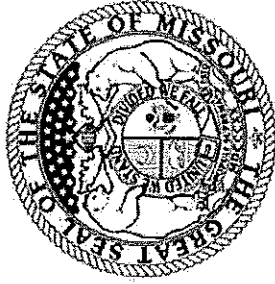
Your firm's name will appear in our MBE/WBE Certified Directory that can be accessed on the Internet at home page address: <http://oeo.mo.gov/>. Please direct all written inquiries to the Office of Equal Opportunity-Certification Program at the address listed above, or call (877) 259-2963 or (573) 751-8130.

Sincerely,

A handwritten signature in black ink, appearing to read "Walter J. Pearson".

Walter J. Pearson  
Acting Director

WP:DEA



**State of Missouri**  
**Office of Administration**  
**Office of Equal Opportunity**

Doug Nelson  
Commissioner of Administration

Walter J. Pearson  
Acting Director

This is to certify **SHI International Corp.** qualifies as a **Minority-Owned Business Enterprise** and **Women Business Enterprise** that has met the eligibility criteria established by the State of Missouri, Office of Administration.

*Walter J. Pearson*

Walter J. Pearson, Acting Director, Office of Equal Opportunity

Certification Number B04954 Date of Issue 2/17/2016 Date of Expiration 2/18/2017

Company ID Number: 138882

## **THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

### **MEMORANDUM OF UNDERSTANDING**

#### **ARTICLE I**

##### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **SHI INTERNATIONAL CORP** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

#### **ARTICLE II**

##### **FUNCTIONS TO BE PERFORMED**

###### **A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 138882

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.



Company ID Number: 138882

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 138882

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 138882

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 138882

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY**

##### **A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 138882

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 138882

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.**

**Employer SHI INTERNATIONAL CORP**

**MICHAEL P HALUSKA**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

***Electronically Signed***

***07/24/2008***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 138882

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

**07/24/2008**

Signature

Date

Company ID Number: 138882

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: SHI INTERNATIONAL CORP

Company Facility Address: 33 KNIGHTSBRIDGE RD  
PISCATAWAY, NJ 08854

Company Alternate Address: \_\_\_\_\_

County or Parish: MIDDLESEX

Employer Identification Number: 223009648

North American Industry  
Classification Systems Code: 541

Parent Company: \_\_\_\_\_

Number of Employees: 500 to  
999 Number of Sites Verified for: 5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- NEW JERSEY 1 site(s)
- TEXAS 1 site(s)
- ILLINOIS 1 site(s)
- PENNSYLVANIA 1 site(s)
- CALIFORNIA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **KIMBERLY HEGARTY**  
Telephone Number: **(732) 564 - 8248** Fax Number:  
E-mail Address: **KIMBERLY\_HEGARTY@SHI.COM**

Name: **LISA M SILANO**  
Telephone Number: **(732) 868 - 8905 ext. 8905** Fax Number: **(732) 868 - 8906**



Company ID Number: 138882

E-mail Address: **LISA\_SILANO@SHI.COM**

Name: **MICHAEL P HALUSKA**

Telephone Number: **(732) 868 - 6006 ext. 6006**

Fax Number: **(732) 868 - 6007**

E-mail Address: **MICHAEL\_HALUSKA@SHI.COM**



**PARTICIPATING ADDENDUM**  
**NASPO VALUEPOINT**  
**Software Value Added Reseller (SVAR)**  
**Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State/Entity")

Page 1 of 10

1. Scope: This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri as authorized by that state's statutes to utilize State contracts with the prior approval of the Director of the Division of Purchasing.

In the event of a conflict between the terms and conditions of this Participating Addendum (PA) and any Exhibit or Attachment subject to this PA, the terms and conditions of the PA shall prevail.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the Director of the Division of Purchasing. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 1) Scope: State Agencies governed by Chapter 34 RSMo are specifically prohibited from acquiring software and related services for the following software manufacturers:

- Adobe
- Citrix Software
- ESRI
- IBM (training services for IBM software are available to be purchased by state agencies)
- LANDesk
- Macromedia
- McAfee
- Microsoft
- Novell
- SAP
- Symantec
- Tivoli

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

Page 2 of 10

- Veeam
- VMWare

State Agencies must utilize the State of Missouri's PC Prime Vendor services contract to procure the software and related services mentioned above.

- 2) Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.
- 3) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.
- 4) Missouri Statewide Contract Quarterly Administrative Fee:
  - a) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
  - b) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
  - c) Payments shall be made using one of the following acceptable payment methods:
    - Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

Page 3 of 10

- Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- d) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- e) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 4) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- Mail: Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

Page 4 of 10

- Fax: (573) 526-9815
- Email: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

5) Missouri Statewide Contract Quarterly Usage Report:

- a) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

<b>Data Element</b>	<b>Description</b>
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

Page 5 of 10

Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- b) Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing identifying devices purchased, leased, and maintained under this contract.
- a. The report must list the placement of all copiers (purchased or fair market value lease) during the previous three months.
  - b. The report must be presented by email within 30 business days after the end of each reporting period.
  - c. Reports must include the following:
    - i. Contract Number;
    - ii. Equipment Make, Model, and Serial Number;
    - iii. State Agency and Location;
    - iv. Purchase or Fair Market Value Lease;
    - v. Maintenance Agreements;
- c) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

Page 6 of 10

the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

- d) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 5) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- e) The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

4. Lease Agreements: "Reserved"

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor - SHI

Name	David Rounds
Address	290 Davidson Ave, Somerset NJ 08873
Telephone	512-732-8024
Fax	888-394-5322
E-mail	<a href="mailto:David_Rounds@shi.com">David_Rounds@shi.com</a>

Participating Entity – State of Missouri

Name	Brent Dixon
Address	301 W. High Street, Rm. 630, Jefferson City, MO 65101
Telephone	(573) 751-4903
Fax	
E-mail	<a href="mailto:Brent.dixon@oa.mo.gov">Brent.dixon@oa.mo.gov</a>

6. Subcontractors: All contractors, dealers, and resellers authorized in the State of Missouri, as shown on the



**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSP016-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

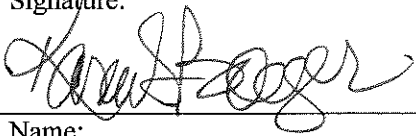

Page 7 of 10

dedicated SHI (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. SHI's dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. A separate State of Missouri cooperative contract must be established for all subcontractors that require direct orders and payments.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

This Participating Addendum and the Master Agreement number ADSP016-130651 (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 Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Missouri	Contractor: SHI International Corp
Signature: 	Signature: 
Name: Karen S. Boeger	Name: Cassie Skelton
Title: Director	Title: Sr. Contracts Specialist
Date: 10/26/16	Date: 10/26/16

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

Page 8 of 10

For questions on executing a participating addendum, please contact:

NASPO ValuePoint  
Cooperative Development Coordinator  
Telephone  
Email

Ted Fosket  
(907) 723-3360  
tfosket@naspovaluepoint.org

**PLEASE EMAIL FULLY EXECUTED PDF COPY OF THIS DOCUMENT TO  
PA@naspovaluepoint.org TO SUPPORT DOCUMENTATION OF PARTICIPATION AND POSTING IN  
APPROPRIATE DATA BASES**

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")**

**And**

**State of Missouri  
(hereinafter "Participating State/Entity")**

Page 9 of 10

**EXHIBIT A**

**Missouri Economic Impact:** The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Ricoh USA is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.  
SHI International Corp. currently employs a total of eight people that reside in the State of Missouri. Our total revenue with the State in 2015 exceeded \$90M, representing both Commercial and Public Sector business.

SHI St. Louis  
3 City Place Drive  
Suite 570  
Creve Coeur, MO 63141

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number.

SHI will be providing all Software, implementation of software and training that is included in the NASPO all software contract.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

SHI International Corp. currently employs a total of eight people that reside in the State of Missouri. Our total revenue with the State in 2015 exceeded \$90M, representing both Commercial and Public Sector business. SHI will continue to grow our team as our contract grows within public sector accounts.

SHI recently responded to the State's Prime PC RFP, and if awarded we would hire Missouri residents to fulfill the obligations of the contract which would increase the tax benefit to the State greatly. We are committed to local expertise as a vehicle to serve the State of Missouri. We will approach all services with a Missouri first attitude. Whenever possible we will partner with companies located within the State.

**PARTICIPATING ADDENDUM**  
**NASPO VALUEPOINT**  
**Software Value Added Reseller (SVAR)**  
**Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT  
SHI International Corporation  
Master Agreement No: ADSPO16-130651  
(hereinafter "Contractor")

And

State of Missouri  
(hereinafter "Participating State/Entity")

Page 10 of 10

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

SHI is a certified WMBE in the State of Missouri. See attached certificate.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

SHI does not have any at this time.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

SHI has successfully launched its own diversity business development initiative pairing with our Partner Network team to engage MWDVBE's. SHI International Corp is committed to growing its program and providing mentoring and support to fellow small minority, woman and disabled veteran-owned companies. In addition to Missouri-registered firms and disabled veteran-owned firms, SHI will also partner with local businesses to incorporate their offerings and expertise. In conjunction with our efforts to support these socioeconomic programs within the State, we will also work with Missouri's contract users as appropriate to help them document their support of these businesses.