



**State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement**

**New**

CONTRACT INFORMATION	
<b>MASTER AGREEMENT NUMBER:</b> MA 999 1700000186	<b>NOT TO EXCEED AMOUNT:</b>
Begin Date: 07/27/2017	Procurement Folder: 389954
Expiration Date: 04/08/2018	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 07/28/17	Version Number: 1

CONTACT INFORMATION		
<b>REQUESTOR:</b> Jennifer Loretz 334-242-7370 jennifer.loretz@purchasing.alabama.gov	<b>ISSUER:</b> Jennifer Loretz 334-242-7370 jennifer.loretz@purchasing.alabama.gov	<b>BUYER:</b> Jennifer Loretz 334-242-7370 jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION
Software, Valued Added Reseller for COT Software & Services


**Ship To:** \_\_\_\_\_ **Bill To:** \_\_\_\_\_

REASON FOR MODIFICATION

VENDOR INFORMATION	
<b>Name /Address:</b> VC000004220: CDW GOVERNMENT INC 75 REMITTANCE DR SUITE 1515 CHICAGO IL 60675-1515	<b>Contact:</b> Brittany Logan 877-742-3146 britlog@cdwg.com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00
20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO CDW Contract No. ADSP016-130652 Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services. Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:   
Purchasing Director

**APPROVALS**

<b>Date</b>	<b>Status Before</b>	<b>Status After</b>	<b>Approver</b>

**Final**

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**TERMS AND CONDITIONS**

**Mandatory Source:**

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

**Contract Length:**

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

**Quote Requests:**

Response time should be within twenty-four (24) hours but no more than three (3) business days.

**Guaranteed 30 Day Quote:**

Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during that time, the Reseller may provide two quotes, based upon the date that the order is received.

**Delivery Period:**

Reseller to provide delivery no longer than ten (10) business days after receipt of valid order unless conditions arise outside the control of the Reseller. The Reseller is to notify the Purchasing Entity of delay and anticipated delivery ship date. If this delay is unacceptable to the Purchasing Entity, the order can be canceled without penalty.

**Late Payments:**

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

**Non-appropriation of Funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Third Party Cloud Services:**

In the event that the State of Alabama purchases Cloud Services from the Contract vendor, the following terms shall govern such purchases:

Definition

"Personal Data" means data which relate to a living individual who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the controller, and includes any expression of opinion about the

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individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services

State of Alabama acknowledges that it is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by State of Alabama and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, State of Alabama shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the State of Alabama and State of Alabama will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

Warranties State of Alabama acknowledges that Contract vendor is not the provider of the Cloud Services purchased by State of Alabama hereunder and the only warranties offered are those of the Cloud Service Provider, not Contract vendor. In purchasing the Cloud Services, State of Alabama relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only.

State of Alabama further acknowledges and agrees that Contract vendor makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and State of Alabama shall indemnify, defend and hold Contract vendor, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. State of Alabama further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud STATE OF ALABAMA Services, in high risk environments.

SUBJECT TO APPLICABLE LAW, CONTRACT VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, CONTRACT VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET STATE OF ALABAMA'S REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY CLOUD SERVICE PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. STATE OF ALABAMA ACKNOWLEDGES THAT NO REPRESENTATIVE OF CONTRACT VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

State of Alabama shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. State of Alabama shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. CONTRACT VENDOR, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

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CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND STATE OF ALABAMA ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. THE ENTIRE LIABILITY OF EACH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY STATE OF ALABAMA FOR THE CLOUD SERVICE(S).

**PUBLISHERS**

**MARKUP/DOWN**

<b>KEY EMIZED</b>	ADOBE	1.97%
	CITRIX	1.97%
	MICROSOFT	-0.26%
	NOVELL	1.97%
	SYMANTEC	1.97%
	VMWARE	1.88%

<b>OTHER EMIZED</b>	AI SQUARED	3.20%
	AIRWATCH MOBILE DEVICE MANAGEMENT	2.13%
	VMWARE	2.13%
	ALLIANCE ENTERPRISES	3.20%
	APPLE	3.20%
	ATTACHMATE – MICROFOCUS	2.25%
	AUTODESK	3.20%
	AUTONOMY – HP	3.20%
	BAKBONE – DELL	2.13%
	BARRACUDA	3.20%
	BOMGAR REMOTE SOFTWARE	1.75%
	CA TECHNOLOGIES	3.20%
	CISCO	3.20%
	COMPUTRONIX USA	2.13%
	COMPUWARE	3.20%
	COREL	3.20%
	DOUBLETAKE	3.20%
	EMC	3.20%
	ENCHOICE	3.20%
	ESET	3.20%
	ESRI	3.20%
	FREEDOM SCIENTIFIC	3.20%
	GUARDIAN EDGE – SYMANTEC	3.20%
	GW MICRO	3.20%
	IBM	3.20%
	ICM CONVERSIONS	3.20%
	INFOR	3.20%
	INTERMEDIX EMSYSTEMS	3.20%
	HP	3.20%
	HUMANWARE	3.20%
	INFORMATION BUILDERS	3.20%
	KRONOS SOFTWARE	3.20%
LANDESK	3.20%	
LASERFISCHE	3.20%	
LIQUIDWARE STATUSPHERE	3.20%	

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	MICROFOCUS INC	3.20%
	MINJET	3.20%
	MPS	3.20%
	MQSOFTWARE – BMC SOFTWARE	3.20%
	NCIRCLE	1.00%
	NETOP	2.25%
	NUANCE	3.20%
	ORACLE	3.20%
	OSAM	3.20%
	PASSPORT	2.25%
	PATCHLINK	2.25%
	PROOFPOINT	3.20%
	RSA SECURITY	3.20%
	REFERENCIA SYSTEMS	3.20%
	SAP AMERICA	3.20%
	SAS	2.25%
	SOLUTIONS SOFTWARE	2.13%
	SOPHOS	3.20%
	SPLUNK SOFTWARE	3.20%
	STASEEKER NETWORK INFRASTRUCTURE MONITORING	3.20%
	STELLENT – ORACLE	2.25%
	SUNGUARD	2.13%
	SYBASE	2.25%
	TECHSMITH	2.25%
	TREND MICRO	2.25%
	TRUSTWARE	1.25%
	ULTRABAC	2.13%
	VORMETRIC	2.13%
	WEBSense	1.88%
	any other non-listed publisher	3.20%



**State of Alabama  
Department of Finance  
Division of Purchasing  
Master Agreement**

**Modification**

CONTRACT INFORMATION	
<b>MASTER AGREEMENT NUMBER:</b> MA 999 17000000198	<b>NOT TO EXCEED AMOUNT:</b>
Begin Date: 10/01/2017	Procurement Folder: 435948
Expiration Date: 04/08/2018	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 10/03/17	Version Number: 2

CONTACT INFORMATION		
<b>REQUESTOR:</b> Jennifer Loretz 334-242-7370 jennifer.loretz@purchasing.alabama.gov	<b>ISSUER:</b> Jennifer Loretz 334-242-7370 jennifer.loretz@purchasing.alabama.gov	<b>BUYER:</b>

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**Ship To:** \_\_\_\_\_ **Bill To:** \_\_\_\_\_

REASON FOR MODIFICATION
Modification to correct page numbers for pricing.

VENDOR INFORMATION	
<b>Name /Address:</b> VC000004136: SHI INTERNATIONAL CORP PO Box 74008025 Chicago IL 60674-8025	<b>Contact:</b> Southeast Team 800-715-3197 southeastteam@shi.com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00
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Approved:   
Purchasing Director



**APPROVALS**

<b>Date</b>	<b>Status Before</b>	<b>Status After</b>	<b>Approver</b>

**Final**

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PUBLISHERS / MARKUP

Key Itemized

ADOBE - 1.50%  
 CITRIX - 1.75%  
 MICROSOFT - 1.25%  
 NOVELL - 1.50%  
 SYMANTEC - 1.50%  
 VMWARE - 1.75%

Other Itemized

AI SQUARE - 2.00%  
 AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE - 2.00%  
 ALLIANCE ENTERPRISES - 2.50%  
 APPLE - 2.00%  
 ATTACHMATE – MICROFOCUS - 2.00%  
 AUTODESK - 2.50%  
 AUTONOMY – HP - 2.00%  
 BAKBONE – DELL - 2.50%  
 BARRACUDA - 2.00%  
 BOMGAR REMOTE SOFTWARE - 2.00%  
 CA TECHNOLOGIES - 2.50%  
 CISCO - 2.50%  
 COMPUTRONIX USA - 2.00%  
 COMPUWARE - 2.50%  
 COREL - 2.00%  
 DOUBLETAKE - 2.00%  
 EMC - 2.50%  
 ENCHOICE - 2.00%  
 ESET - 2.00%  
 ESRI - 2.00%  
 FREEDOM SCIENTIFIC - 2.00%  
 GUARDIAN EDGE – SYMANTEC - 1.50%  
 GW MICRO - 2.00%  
 IBM - 2.50%  
 ICM CONVERSIONS - 2.00%  
 INFOR - 2.00%  
 INTERMEDIX EMSYSTEMS - 2.50%  
 HP - 2.00%  
 HUMANWARE - 2.00%  
 INFORMATION BUILDERS - 2.00%  
 KRONOS SOFTWARE - 2.50%  
 LANDESK - 2.50%  
 LASERFISCHE - 2.00%  
 LIQUIDWARE STATUSPHERE - 2.00%  
 MICROFOCUS INC - 2.50%  
 MINJET - 2.00%  
 MPS - 2.00%  
 MQSOFTWARE – BMC SOFTWARE - 2.50%  
 NCIRCLE - 2.00%  
 NETOP - 2.00%  
 NUANCE - 2.50%  
 ORACLE - 2.50%  
 OSAM - 2.50%  
 PASSPORT - 2.00%  
 PATCHLINK - 2.00%  
 PROOFPOINT - 2.50%

17000000198	<b>Document Phase</b> Final	<b>Document Description</b> Software, Valued Added Reseller for COT Software & Services	<b>Page 5</b> of 5
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RSA SECURITY - 2.50%  
REFERENCIA SYSTEMS - 2.00%  
SAP AMERICA - 2.50%  
SAS - 2.50%  
SOLUTIONS SOFTWARE - 2.00%  
SOPHOS - 2.50%  
SPLUNK SOFTWARE - 2.50%  
STASEEKER NETWORK INFRASTRUCTURE MONITORING - 2.00%  
STELLENT – ORACLE - 2.50%  
SUNGUARD - 2.00%  
SYBASE - 2.00%  
TECHSMITH - 2.00%  
TREND MICRO - 2.50%  
TRUSTWARE - 2.50%  
ULTRABAC - 2.00%  
VORMETRIC - 2.00%  
WEBSense - 2.50%  
any other non#listed publisher - 3.00%