

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No. SC-00009599	
City & County of Denver		Date: 10/23/2024	Revision No. 1
Purchasing Division		Payment Terms	Net 30 Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION
Denver, CO 80202		Ship Via	Vendor Best Way
United States		Analyst:	Leann Rush
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	303-342-2298/leann.rush@flydenver.com



Workday Supplier ID: DENVR0000096232 Phone: 303-522-1462 Email: Kade_Ashy@SHI.com

SHI International Corp
290 Davidson Ave.
Somerset, NJ 08873
Attn: Kade Ashy

Ship To: Denver International Airport (DEN)
8500 Pena Blvd.
Denver, CO 80249

Bill To: As Specified By Agency

Colorado Secretary of State ID: 20131026866
U.S. Federal SAM Registry Verification Date: 09/26/2024

1. Goods/Services:

SHI International Corp, an entity registered under the law of New Jersey, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A and B**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A and B** and shall be held firm for the term of this Master Purchase Order.

4. Term/Renewal:

The effective period of this Master Purchase Order shall be from date of signature to and including February 1, 2026. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of

any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to City. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of eight million, five hundred thousand dollars (\$8,500,000.00). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A and B** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Warranty requirements shall be as per Master Agreement.

13. Indemnification/Limitation of Liability:

Indemnification/Limitation of Liability shall be as per the Master Agreement.

14. Termination:

Termination requirements shall be as per the Master Agreement.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third-Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third-party beneficiaries.

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city, and other laws, codes, ordinances, rules, regulations, and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, pleads nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

26. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, financial documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Vendor shall insert the foregoing provision in all subcontracts.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

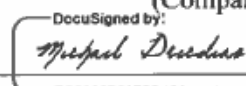
This Master Purchase Order is pursuant to DRMC § 20-64.5. In the event of conflict, the terms and conditions herein supersede and replace such conflicting terms and conditions of NASPO ValuePoint, Software Value Added Reseller Agreement Administered by the State of State of Arizona with SHI International Corp., Master Agreement No. CTR060028 And The State of Colorado Contract # 178271 ("Master Agreement").

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on City Council approval and is void without such action.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division


Vendor Name: SHI International Corp.
(Company Name)

By: 
EC6926B62F6048A
(Authorized Signature)

Print Name: Michael Drecolias

Title: Sr. Lead Contracts Specialist

Date: 10/31/2024

By: 

Print Name: Leann Rush

Title: Senior Procurement Analyst

Date: 10/31/2024

Procurement Manager: Susan Charisse Glass

Revision No. 1

Contract Revision No. 1, Exhibit B is here by canceled and replaced with Exhibit B.1

- ❖ Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on City Council approval and is void without such action.

City & County of Denver, Purchasing Division

Vendor Name: SHI International Corp.
(Company Name)

By: 

Print Name: Kristina Mann

Title: Director - Contracts

Date: 2/7/2025

By: Leann Rush

Print Name: Leann Rush

Title: Senior Procurement Analyst

Date: 02/07/2025

Note(s)/ amendment(s):

Procurement Manager: Susan Charise Glass

RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the SC number.

Renewal No. 1

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on February 1, 2026.

Should you desire to extend this contract to and including February 1, 2027, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note(s)/ amendment(s):

Renewal No. 2

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on February 1, 2027.

Should you desire to extend this contract to and including February 1, 2028, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note(s)/ amendment(s):

EXHIBIT "A"

Vendor: SHI International Corp.
 Solicitation/ Award Title: DEN Microsoft Enterprise Agreement
 Solicitation No. /Internal File Reference Location: 10840

It is recommended that you use your Supplier Contract No. SC-00009599, in all future correspondence and/or other communications.

Description of the goods, and services related thereto, this Master Purchase Order shall be the governing document between the City and County of Denver (the City) and SHI International Corporation (Supplier) who shall provide Microsoft Enterprise Agreement licenses and support.

A.1 PRICING:

Pricing for goods and services shall be kept in accordance with NASPO ValuePoint, Software Value Added Reseller Agreement Administered by the State of State of Arizona with SHI International Corp., Master Agreement No. CTR060028 And The State of Colorado Contract # 178271. In the event of conflict with the terms and conditions herein supersede and replace such conflicting terms and conditions of NASPO ValuePoint, Software Value Added Reseller Agreement Administered by the State of Arizona with SHI International Corp., Master Agreement No. CTR060028 And The State of Colorado Contract # 178271. The City has the option of purchasing any items/products added to NASPO ValuePoint, Software Value Added Reseller Agreement Administered by the State of State of Arizona with SHI International Corp., Master Agreement No. CTR060028 And The State of Colorado Contract # 178271.

All pricing listed within this contract is firm and fixed for the entire length of this contract. For all unit prices, refer the "Exhibits B" at the end of this contract.

A.2 F.O.B. POINT:

All prices listed are at a firm F.O.B. Destination price, delivered to Denver International Airport (DEN) 8500 Pena Blvd, Room 8870, Denver, CO 80249, unless otherwise specified by DEN.

A.3 VENDOR PERFORMANCE MANAGEMENT:

The DEN Purchasing Department may administer a vendor performance management program as part this Master Purchase Order. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to purchased goods and/or related services.

FOR GOODS AND RELATED SERVICES (if applicable)

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders
- Supplier may also be required to provide additional specific reporting/data as required.

A.4 PATENTS:

All requirements related to patents shall be as per the Master Agreement.

A.5 QUANTITIES:

The quantities required by the City and County of Denver may fluctuate during the entire term of this contract. Current needs are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period designated, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that this contractual agreement is to supply the City with its complete actual requirement of the materials specified in this contract for the designated period.

A.6 PAYMENTS:

The City will not pre-pay for terms of coverage other than what is either current or what is pending for the next annual renewal and true-up.

A.7 SCOPE OF WORK – GENERAL ADMINISTRATION:

The Supplier must maintain a Microsoft Enterprise Account Executive dedicated to and knowledgeable in the management and administration of the Microsoft Enterprise purchasing programs, including but not limited to Microsoft licensing compliance requirements, new and existing Microsoft products and services, and the environment at DEN. The Supplier shall adhere to any certification required by Microsoft for such representatives. The name, office address, office telephone, cellular telephone, fax number, and email address of these individuals shall be provided to DEN's Business Technologies Division Chief Information Officer (CIO), or his designee, at the time of Contract award.

Any change to the designated Account Executive(s) must be provided to the CIO, or his designee, at least five (5) business days before the effective date of the change or if this is not possible, within three (3) business days of any change.

All communications between DEN and the Supplier for all Microsoft-related requests will be centralized through this Microsoft Account Executive and directed to DEN's Business Technologies Division CIO, or his designee.

The Supplier shall provide all licensing, product, sales, support, management, and reporting services required to process requests from DEN under the Microsoft Enterprise Agreement. This includes tracking DEN's owned licenses and purchased services inventory. The Supplier will also account for requests for and sales of Microsoft products, licenses, and services, via the Microsoft Enterprise Agreement.

The Supplier's Microsoft Account Executive will host monthly meetings to discuss any open issues, including providing any requested detailed reporting on DEN's current Microsoft licensing posture, and provide appropriate recommendations to DEN. When within ninety (90) calendar days of DEN's Microsoft Enterprise Agreement contractual renewals and anniversaries, with DEN's agreement, the Supplier will move to hosting bi-weekly meetings.

A.8 SCOPE OF WORK – CUSTOMER SERVICE:

The Supplier shall provide guidance and information through expeditious customer service that shall include but not be limited to the following:

- 1) Assist DEN with submittal, renewal, and implementation of DEN's Microsoft Enterprise Agreement.
- 2) Assess and provide guidance for DEN's responsibilities under the Microsoft Enterprise Agreement.
- 3) Respond to quote requests, documentation requests, and general inquiries concerning the terms of the Agreement, services and products available, how to utilize such services, costs, benefits, support, etc.
- 4) The identification of which software products are best applicable for DEN's operations, to include the most effective approach for securing licensing, media, and documentation that best fits DEN's current and longer-term needs.

A.9 SCOPE OF WORK – MICROSOFT PRODUCTS AND SERVICE:

The Supplier shall assist with the management of and ensure DEN's access to Microsoft's online resources including the

“Microsoft 365 admin center”, “Visual Studio Subscriptions” administration, and “Microsoft Azure” administration websites.

The Supplier shall provide all warranties as provided by Microsoft for Microsoft’s products, services, and support to DEN.

The Supplier shall provide DEN access to all training and support services offered by Microsoft, as part of the Agreement. The Supplier will be responsible for coordinating Microsoft training and support services with DEN, or its designee.

All reports, orders, and information required by Microsoft under the Microsoft Agreements shall be submitted to DEN and to Microsoft in a timely manner by the Supplier in the format specified by Microsoft. It is the responsibility of the Supplier to use the correct Microsoft format.

A.10 SCOPE OF WORK – ANNUAL RENEWALS AND TRUE-UPS:

The Supplier shall work with DEN to accomplish all true-up and renewals in an accurate, complete, and timely manner. The Supplier shall accomplish the following for all annual renewals and true-ups:

- 2) Initiate a review and schedule an initial discussion meeting ninety (90) calendar days prior to the annual renewal.
- 3) Provide detailed annual Enterprise Agreement pricing (in line with this MPO) and DEN’s currently owned license quantities, confirmation on all products and services available to be renewed, as well as alternatives when owned products are not available to renewed, within two (2) weeks following the initial discussion meeting.
- 4) Provide DEN review copies of all True-Up and Zero True-Up (ZTU) documents sixty (60) calendar days prior to the annual renewal.
- 5) Fully process True-Up orders, ZTU documents, Renewal orders, and related documents within thirty (30) calendar days of the anniversary date or within one (1) week after such documents are provided by DEN, whichever is later.

A.11 SERVICE LEVEL AGREEMENT:

The Supplier agrees to provide all services to DEN described herein in accordance with the below Service Level Agreement (SLA) Parameters and Service Level Agreement (SLA) Timelines.

A.11.a Service Level Agreement (SLA) Parameters:

Timeliness of Responses and Processing	<ul style="list-style-type: none"> • All communications between DEN and the Supplier for all Microsoft-related requests will be centralized through the Supplier’s designated Microsoft Account Executive. • Communications between DEN and the Supplier for all Microsoft-related requests where an SLA Timeline is defined below will adhere to that timeline. • The Microsoft Account Executive will coordinate the Supplier’s Inside Sales Representatives who will assist with DEN’s requests. • The Supplier’s Inside Sales Representatives are to include the Microsoft Account Executive on all responses so adherence to these SLAs can be tracked. • The Supplier’s Microsoft Account Executive will host monthly meetings to discuss any open issues. When nearing contractual renewals and anniversaries, with DEN’s agreement the Supplier will move to bi-weekly meetings. • All orders and processing of documentation by Supplier related to DEN’s Microsoft agreements will occur within the SLA Timelines defined below.
Accuracy of Responses	<ul style="list-style-type: none"> • The Microsoft Account Executive will provide oversight on all communications that go back to DEN to eliminate inaccurate responses, and to allow them to seek clarity on requests so that responses are more on-point. • The Microsoft Account Executive will familiarize themselves with DEN’s asks and ensure all communications meet those expectations (e.g. only the first year and not future years included as line items on quotes, with future year information included in the NOTES section). • The Supplier will validate that the period of performance for each request and product and ensure it is correct. • The Supplier will ensure the agreed upon DEN MPO pricing is used in all quoting and invoicing. The Supplier will ensure that the correct enrollment is used on all quotes and purchases. • The Supplier will ensure that accurate and complete copies of all necessary documentation related to DEN’s Microsoft agreements are provided to DEN.
Azure	<ul style="list-style-type: none"> • As DEN’s Microsoft partner, then Supplier will be familiar with and provide guidance on all current and new Microsoft offerings for Azure that might affect DEN’s Microsoft agreements and Azure products.
Unified Support	<ul style="list-style-type: none"> • Unified Support is a unique Microsoft product that carries terms and conditions that are inherent to the product, and the Supplier is not authorized to change or annul these. • DEN will work directly with Microsoft to determine the size and scope of DEN’s Unified Support Agreement. Microsoft will then provide that information to the Supplier so they can create a customer-facing document that captures the entire offering.

A.11.b Service Level Agreement (SLA) Timelines:

Proposed SLAs General Email Requests	Initial Response in 2 business days
Quote Requests	2 business days*
POs Acknowledgement	2 business days*
Order Confirmations (means the purchase order was processed)	2 business days*
*If a new Microsoft product is being ordered (i.e. an item not included in this MPO and has not been previously ordered by DEN), DEN understands that the Supplier is required to get additional paperwork from Microsoft to process the order, and this process depends greatly on the Microsoft quote/order desk's timeliness. These types of requests could add another 2 – 3 days.	
EA / SCE Anniversary (Annual Renewal) Activities	
Initial Discussions	90 calendar days before anniversary
Provide Initial Anniversary Quote	2 weeks after Initial Discussions
Reservation and True-Up Discussions	60 calendar days before anniversary
Provide True-Up/Zero True-Up Documents	60 calendar days before anniversary
Reservations Reconciled	30 calendar days before anniversary
True-Ups/Zero True-Ups Processed	1 week after PO/signed documentation provided by DEN
Provide Final Anniversary Quote	1 week after quantities provided by DEN
Anniversary PO & Documentation Completely Processed	1 week after PO/signed documentation provided by DEN, or 1 week before anniversary, whichever is later
EA / SCE Renewal (3 Year Term Renewal) Activities	
Initial Discussions	120 calendar days before anniversary
Microsoft Contract Documents (blank)	120 calendar days before anniversary
Reservation and True-Up Discussions	60 calendar days before anniversary
Provide True-Up/Zero True-Up Documents	60 calendar days before anniversary
Reservations Reconciled	30 calendar days before anniversary
True-Ups/Zero True-Ups Processed	1 week after PO/signed documentation provided by DEN
Final Renewal Quote	1 week after quantities provided by DEN
Renewal PO & Documentation Completely Processed	1 week after PO/signed documentation provided by DEN, or 1 week before anniversary, whichever is later
Unified Support Discussions	(Microsoft helps drive the Unified Support activities)
Initial Discussions with Microsoft	90 calendar days before anniversary
Provide Draft of Contract Documents	1 week after documentation provided by Microsoft
Unified Support PO & Documentation Completely Processed	1 weeks after PO/signed documentation provided by DEN, or 1 week before anniversary, whichever is later

EXHIBIT "B.1"

❖ Exhibit B is canceled and replaced with Exhibit B.1 Revision 1 changes are listed in Blue

MICROSOFT ENTERPRISE AGREEMENT FOR DENVER INTERNATIONAL AIRPORT (DEN)				
NASPO ValuePoint, SHI International Corp, Master Agreement No. CTR060028 / State of Colorado Contract # 178271. Firm and Fixed delivered pricing 2/1/2025 through 1/31/2028				
Item	Product Name	Description	Product Type	Delivered Unit Price
1	Teams Room Pro	V9B-00001- Teams Rooms Pro Sub Per Device	Monthly Subscription Volume License	\$430.85
2	Microsoft 365 Enterprise E3 From SA	AAA-10726 - M365 E3 Original FSA Renewal Sub Per User / AAD-33200 M365 E3 Unified FSA Renewal Sub Per User	Monthly Subscription Volume License	\$329.62
3	Microsoft 365 Enterprise E3	AAA-10756 - M365 E3 Original Existing Customer Sub Per User / AAD-33204 M365 E3 Unified Existing Customer Sub Per User	Monthly Subscription Volume License	\$387.76
4	Microsoft 365 Enterprise E5 Step-Up	AAD-33196 - M365 E5 Unified Existing Customer SU M365 E3 Sub Per User	Monthly Subscription Volume License	\$226.20
5	Copilot	83I-00001 - M365 Copilot Sub Add-on	Monthly Subscription Volume License	\$348.84
6	Copilot Studio	YFI-00001 - Copilot Studio Sub (Messages)	Monthly Subscription Volume License	\$2,448.00
7	Copilot Studio Legacy	SYS-00001 - Copilot Studio Legacy USL Sub Per User	Annual Subscription Volume License	\$0.00
8	Planner Plan 1	TRS-00002 - Planner P1 Sub Per User	Monthly Subscription Volume License	\$91.56
9	Project Online Essentials	3Q2-00002 - Project Online Essentials Sub Per User	Annual Subscription Volume License	\$64.14
10	Project Online Plan 3	7LS-00002 - Project P3 Sub Per User / 7LS-00002 -- Planner & Project P3 Sub Per User	Monthly Subscription Volume License	\$274.67
11	Project Online Plan 5	7SY-00002 - Project P5 Sub Per User / 7SY-00002 - Planner & Project P5 Sub Per User	Monthly Subscription Volume License	\$503.55

NASPO ValuePoint, SHI International Corp, Master Agreement No. CTR060028 / State of Colorado Contract # 178271. Firm and Fixed delivered pricing 2/1/2025 through 1/31/2028

Item	Product Name	Description	Product Type	Delivered Unit Price
12	Visio Online Plan 2 From SA	9K3-00002 - Visio P2 FSA Renewal Sub Per User	Monthly Subscription Volume License	\$116.77
13	Visio Online Plan 2	N9U-00002 - Visio P2 Sub Per User	Annual Subscription Volume License	\$137.33
14	RDS CALs	6VC-01254 - Win Remote Desktop Services CAL ALng SA UCAL	Software Assurance (SA) Only	\$26.19
15	VDA E3 per Device	4ZF-00019 - Win VDA Device ALng Sub Per Device	Annual Subscription Volume License	\$107.71
16	Entra ID Plan 1	3R2-00002 - Entra ID P1 Sub Per User	Monthly Subscription Volume License	\$54.96
17	Power BI Pro	NK4-00002 - Power BI Pro Sub Per User	Monthly Subscription Volume License	\$91.43
18	Power Automate Plan 2	SPU-00002 - Power Automate Sub Per User	Monthly Subscription Volume License	\$161.57
19	Power Apps Premium	SEJ-00002 - Power Apps Premium Sub Per User / SEJ-00016 - Power Apps Premium Sub Per User (2000 Seat Min)	Monthly Subscription Volume License	\$96.94 (Year 1) \$116.28 (Year 2) \$129.25 (Year 3)
20	Teams Phone	LK6-00004 - Teams Phone Standard Sub Per User	Monthly Subscription Volume License	\$73.20
21	Teams Audioconferencing with Dial-Out	NYG-00001 - Teams AC with Dial Out US/CA Sub Add-on	Annual Subscription Volume License	\$0.00
22	Azure Monetary Commit	6QK-00001 - Azure prepayment	Annual Subscription Volume License	\$1,224.00

NASPO ValuePoint, SHI International Corp, Master Agreement No. CTR060028 / State of Colorado Contract # 178271. Firm and Fixed delivered pricing 2/1/2025 through 1/31/2028

Item	Product Name	Description	Product Type	Delivered Unit Price
23	CIS Datacenter - 2 Core	9GS-00135 - CIS Suite Datacenter Core ALng SA 2L	Software Assurance (SA) Only	\$175.15
24	CIS Standard - 2 Core	9GA-00313 - CIS Suite Standard Core ALng SA 2L	Software Assurance (SA) Only	\$37.58
25	Windows Server Ext Connector	R39-00396 - Win Server External Connector ALng SA	Software Assurance (SA) Only	\$365.85
26	SQL Server Ent per Core - 2 Core	7JQ-00343 - SQL Server Enterprise Core ALng SA 2L	Software Assurance (SA) Only	\$2,366.48
27	SQL Server Std per Core -	7NQ-00292 - SQL Server Standard Core ALng SA 2L	Software Assurance (SA) Only	\$617.14
28	Visual Studio Enterprise	MX3-00117 - Visual Studio Ent MSDN ALng SA	Software Assurance (SA) Only	\$1,025.97
29	Visual Studio Professional	77D-00111 - Visual Studio Pro MSDN ALng SA	Software Assurance (SA) Only	\$309.32
30	Visual Studio Test Pro	L5D-00162 - Visual Studio Test Pro MSDN ALng SA	Annual Subscription Volume License	\$296.08

- ❖ The City reserves the right to procure and or delete items and associated services in addition to those listed herein.
- ❖ This agreement is in accordance with Microsoft Volume Licensing Agreement.
- ❖ This Master Purchase Order is pursuant to DRMC § 20-64.5. In the event of conflict, the terms and conditions herein supersede and replace such conflicting terms and conditions of NASPO ValuePoint, Software Value Added Reseller Agreement Administered by the State of State of Arizona with SHI International Corp., Master Agreement No. CTR060028 And The State of Colorado Contract # 178271 (“Master Agreement”).