



## COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SHI GOVERNMENT SOLUTIONS INC ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TEXAS DEPARTMENT OF INFO Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** DIR CPO 5237, as amended, (the "Agreement") with an expiration date of 9/22/2029.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

**SEE ATTACHMENT A.**

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pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

**Purchase Price** - Payments under this Customer Agreement are in the amount of FIVE HUNDRED NINETY-SEVEN THOUSAND, SEVEN HUNDRED NINETY-FIVE ("Purchase Price").

**Term** - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract**- The Term shall be effective as of October 1<sup>st</sup> and shall expire on September 30<sup>th</sup> at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ **Multi-Year Contract**-The Term shall be for three (3) year(s) expiring on 1/31/28

Customer Agreement shall be with a single vendor for maintenance and support. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 17 day of FEBRUARY 2025.

CITY OF BURLESON

VENDOR SHI GOVERNMENT SOLUTIONS INC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A



## Pricing Proposal

Quotation #: 25777603

Reference #: EA - 54358492 - Budgetary Renewal LSA

Created On: 1/28/2025

Valid Until: 2/28/2025

## TX-City of Burleson

### Scott Heisey

United States

Phone: 817.426.9674

Fax:

Email: sheisey@burlesontx.com

## Microsoft Inside Account Manager

### Vivien Cruz

290 Davidson Ave.

Somerset, NJ 08873

Phone: 732-868-5926

Fax:

Email: vivien\_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CCAL Bridge O365 FSA Renewal Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	300	\$16.80	\$5,040.00
2	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	193	\$19.80	\$3,821.40
3	O365 G1 FSA GCC Renewal Sub Per User Microsoft - Part#: 7R6-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	300	\$79.08	\$23,724.00
4	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	393	\$104.88	\$41,217.84
5	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	125	\$250.08	\$31,260.00
6	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Adobe/Microsoft Software & Related Services	10	\$277.68	\$2,776.80

Contract #: DIR-CPO-5237  
Coverage Term: 2/1/2025 – 1/31/2026  
**Note:** Year 1 of 3 Commitment

7	Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	10	\$163.08	\$1,630.80
8	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	20	\$184.80	\$3,696.00
9	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	4	\$92.88	\$371.52
10	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	8	\$637.50	\$5,100.00
11	SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	24	\$1,487.48	\$35,699.52
12	Teams Phone Standard GCC Sub Per User Microsoft - Part#: LK9-00003 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	15	\$73.92	\$1,108.80
13	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	24	\$434.88	\$10,437.12
14	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	10	\$139.44	\$1,394.40
15	Visio Professional ALng SA Microsoft - Part#: D87-01159	43	\$108.72	\$4,674.96

Contract Name: Adobe/Microsoft Software & Related Services  
 Contract #: DIR-CPO-5237  
 Coverage Term: 2/1/2025 – 1/31/2026  
**Note:** Year 1 of 3 Commitment

16	Win Enterprise Device ALng SA Microsoft - Part#: KV3-00368 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	350	\$48.59	\$17,006.50
17	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	21	\$26.36	\$553.56
18	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	80	\$21.42	\$1,713.60
19	Win Server Standard Core ALng LSA 2L Microsoft - Part#: 9EM-00562 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	160	\$50.24	\$8,038.40
20	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment	743	\$0.00	\$0.00
21	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5 Microsoft - Part#: LML-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 2/1/2025 – 1/31/2026 <b>Note:</b> Year 1 of 3 Commitment, requires amendment signature	1	\$0.00	\$0.00

Subtotal	\$199,265.22
*Tax	\$0.00
Total	\$199,265.22

\*Tax is estimated. Invoice will include the full and final tax due.

#### Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Year 1 (Feb-01-2025 to Jan-31-2026): \$199,265.22

Year 2 (Feb-01-2026 to Jan-31-2027): \$199,265.22

Year 3 (Feb-01-2027 to Jan-31-2028): \$199,265.22

Total: \$597,795.66

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*