

**FIRST AMENDMENT TO AGREEMENT WITH SHI INTERNATIONAL CORP FOR
MICROSOFT ENTERPRISE LICENSES NO. 14539**

THIS First AMENDMENT (“First Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and SHI INTERNATIONAL CORP, a Foreign for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into an Agreement dated January 17, 2025 through which the Contractor, acting as a Microsoft Affiliate, provided Microsoft Enterprise Licenses to the County, identified by No. 14539 (the “Agreement”); and

WHEREAS, the County requires additional licenses which necessitates and increase in the annual costs for the second and third years of the Agreement from \$499,519.43 to \$536,699.43; and

WHEREAS, the Parties agree to amend the Agreement to incorporate the statutory language and affidavit required by Section 787.06(13), Florida Statutes, No Coercion for Labor or Services, to the original Agreement; and

WHEREAS, the Parties agree to amend the Agreement to incorporate the statutory language and affidavit required by Section 287.138, Florida Statutes, Contracting with Entities of Foreign Countries of Concern Prohibited, to the original Agreement; and

WHEREAS, the Parties agree to amend the Agreement to incorporate the statutory language and by Section 287.135 Florida Statutes, Certifications and Termination for Violation, to the original Agreement; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. The Parties agree that the amount to be paid to Contractor for the Services required will not exceed \$536,699.43 annually (“NTE amount”) for years two, February 1 2026 to January 31 2027, and three, February 1, 2027, to January 31, 2028, of the Agreement. Contractor shall be compensated in accordance with the SHI Price Proposal attached as **Exhibit “1”** and incorporated herein.:

B. Amendment. The Agreement is amended to add a new Section titled “Affidavit of No Coercion Pursuant to §787.06, Florida Statutes” to read as follows:

Affidavit of No Coercion Pursuant to §787.06, Florida Statutes

Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

The Contractor will certify its compliance with this statutory requirement by completing and executing Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this First Amendment as **Exhibit “2”**.

C. Amendment. The Agreement is amended to add a new Section titled “Contracting with Entities of Foreign Countries of Concern Prohibited” to read as follows:

Contracting with Entities of Foreign Countries of Concern Prohibited

Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:

The entity is owned by the government of a foreign country of concern;

The government of a foreign country of concern has a controlling interest in the entity; or

The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The Contractor will certify its compliance with this statutory requirements by completing and executing the Affidavit Regarding Foreign Countries of Concern, a copy of which is attached to this First Agreement as **Exhibit “3”**.

D. Amendment. The Agreement is amended to add a new Section titled “Certifications and Termination for Violation” to read as follows:

Certifications and Termination for Violation of §287.135, Florida Statutes. Pursuant to §287.135, Florida Statutes, the Contractor hereby certifies to the County that the Contractor: (a) is not on the Scrutinized Companies with Activities in Sudan List; (b) is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; (c) is not engaged in or have business operations in Cuba or Syria; (d) is not on the Scrutinized Companies or Other Entities that Boycott Israel List; and (e) is not participating in a boycott of Israel. The County may terminate this Agreement if the Contractor is found to: (f) have submitted a false certification to the County; (g) have been placed on the Scrutinized Companies with Activities in Sudan List; (h) be engaged in business operations in Cuba or Syria; (i) have been placed on a list created pursuant to §215.473, Florida Statutes, relating to scrutinized active business operations in Iran; (j) have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List; or (k) be engaged in a boycott of Israel. The County must comply with the requirements of §287.135, Florida Statutes, as a condition precedent to bringing a civil action against the Contractor for submitting a false certification to the County.

E. Effective Date. This First Amendment shall become effective on February 1, 2026.

F. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this First Amendment, the provisions of this Amendment shall prevail.

G. Signature Authority. Contractor represents and warrants to the County that the undersigned is authorized to execute this First Amendment on behalf of the Contractor.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: SHI Price Proposal



Pricing Proposal
 Quotation #: 26949696
 Created On: 12/9/2025
 Valid Until: 1/8/2026

FL-County of Alachua Information Services

Inside Account Manager

Virgilio Vensamoye
 26 NE 1ST ST
 Gainesville, FL 32601
 United States
 Phone: 352-338-7316
 Fax:
 Email: vav@alachuacounty.us

Lucas DiStefano
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 888-744-4084
 Fax:
 Email: Lucas_DiStefano@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Win Server Standard Core ALng LSA 2L Microsoft - Part#: 9EM-00562 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	127	\$0.00	\$51.52	\$6,543.04
2 Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	288	\$0.00	\$21.76	\$6,266.88
3 Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	198	\$0.00	\$141.76	\$28,068.48
4 Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	5	\$0.00	\$22.01	\$110.05
5 SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	7	\$0.00	\$165.26	\$1,156.82
6 SQL Server Enterprise ALng SA Microsoft - Part#: 810-04760 Contract Name: Sourcewell- Technology Products & Solutions	3	\$0.00	\$1,581.64	\$4,744.92

Contract #: 121923-SHI
 Coverage Term: 2/1/2026 – 1/31/2027
Note: 53248142

7	SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	640	\$0.00	\$38.42	\$24,588.80
8	Visual Studio Test Pro MSDN ALng SA Microsoft - Part#: L5D-00162 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	2	\$0.00	\$315.85	\$631.70
9	Visual Studio Pro MSDN ALng SA Microsoft - Part#: 77D-00111 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	11	\$0.00	\$314.24	\$3,456.64
10	Visual Studio Ent MSDN ALng SA Microsoft - Part#: MX3-00117 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	1	\$0.00	\$1,097.28	\$1,097.28
11	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	8	\$0.00	\$92.89	\$743.12
12	Teams Shared Devices GCC Sub Per Device Microsoft - Part#: KXJ-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	25	\$0.00	\$74.36	\$1,859.00
13	Teams Phone Standard GCC Sub Per User Microsoft - Part#: LK9-00003 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	100	\$0.00	\$74.36	\$7,436.00
14	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	1605	\$0.00	\$0.00	\$0.00
15	Power Apps Premium GCC Sub Per User Microsoft - Part#: SEL-00001	25	\$0.00	\$218.86	\$5,471.50

Contract Name: Sourcewell- Technology Products & Solutions
 Contract #: 121923-SHI
 Coverage Term: 2/1/2026 – 1/31/2027
Note: 53248142

16	Phone Resource Account GCC Sub Phone System Virtual User Microsoft - Part#: RMU-00004 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	35	\$0.00	\$0.00	\$0.00
17	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	785	\$0.00	\$84.93	\$66,670.05
18	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	1	\$0.00	\$0.00	\$0.00
19	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	820	\$0.00	\$393.95	\$323,039.00
20	Exchange Online P1 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3MS-00002 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	200	\$0.00	\$15.30	\$3,060.00
21	Teams Phone Standard GCC Sub Per User Microsoft - Part#: LK9-00003 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 53248142	500	\$0.00	\$74.36	\$37,180.00
22	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 8134955	12	\$0.00	\$0.00	\$0.00
23	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 8134955	12	\$0.00	\$393.95	\$4,727.40
24	Teams AC with Dial Out US/CA GCC Sub Add-on	25	\$0.00	\$0.00	\$0.00

Microsoft - Part#: NYH-00001
 Contract Name: Sourcewell- Technology Products & Solutions
 Contract #: 121923-SHI
 Coverage Term: 2/1/2026 – 1/31/2027
Note: 7999081

25	M365 G3 Unified FUSL GCC Sub Per User	25	\$0.00	\$393.95	\$9,848.75
	Microsoft - Part#: AAD-34704 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 2/1/2026 – 1/31/2027 Note: 7999081				
				Total	\$536,699.43

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Purchasing Microsoft Azure Services

Customer may purchase Microsoft Azure Services from SHI in one or a combination of the following ways: Azure Prepayment: Customer will have access to its entire Azure prepayment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its Azure prepayment on an annual basis, Customer will have access to an Allocated Annual prepayment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Azure prepayment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual prepayment will be forfeited on the following Enrollment anniversary date. Using Azure prepayment: Each month, Microsoft will deduct from Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).

Invoicing Azure prepayment: If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first Allocated Annual prepayment will be invoiced immediately, and future Allocated Annual prepayments will be invoiced on the anniversary of the Enrollment effective date.

Invoicing Azure prepayment overage: If Customer's usage is higher than either its Azure prepayment under the Fully Prepaid Option or its Allocated Annual prepayment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer at the end of each Enrollment month.

Consumption: Customer pays based on the amount of Microsoft Azure Services consumed during a billing period.

Consumption invoicing: If Customer provisions Microsoft Azure Services without an Azure prepayment, SHI will invoice customer in the following month of usage at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced by SHI to Customer at then-current Consumption Rates monthly.

SHI will invoice eligible Microsoft Azure Services at the contracted mark-up. Please refer to the Azure Portal or Pricing Calculator for more information on availability: <https://azure.microsoft.com/en-us/pricing/calculator/>

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

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

Exhibit 2: Affidavit of No Coercion for Pursuant to §787.06

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as
_____ [insert corporate title of the person providing this affidavit] of the SHI
INTERNATIONAL CORP, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the SHI INTERNATIONAL CORP.
3. I attest and affirm that SHI INTERNATIONAL CORP does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed

Exhibit 3: Affidavit Regarding Foreign Countries of Concern

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as
_____ [insert corporate title of the person providing this affidavit] of the SHI
INTERNATIONAL CORP, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of SHI INTERNATIONAL CORP.

3. I attest and affirm that the following is true and correct: _

a. SHI INTERNATIONAL CORP is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in SHI INTERNATIONAL CORP.

c. SHI INTERNATIONAL CORP is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed