

**NOTICE OF EXTENSION OF ITS-005997  
(ITS-009797)**

THIS NOTICE OF EXTENSION (Notice) is given by North Carolina Community Colleges System Office of 200 West Jones, Raleigh, NC 27603 (Agency) to SHI International Corp, 290 Davidson Ave, Somerset, NJ 00873 (Vendor).

The parties acknowledge they entered into a contract, ITS-005997, in February 2013 to provide maintenance and support for Microsoft Software subscriptions through the Microsoft Consortia for the North Carolina Community College Constituent Institutions (AGREEMENT).

The North Carolina Community Colleges System Office exercised the first renewal option to extend the term of the AGREEMENT from April 1, 2016 through March 31, 2017.

The North Carolina Community Colleges System Office now gives notice of extension of the term of the AGREEMENT from April 1, 2017 through March 31, 2018, per the second renewal option in the AGREEMENT.

Terms and Conditions included in the solicitation are replaced as indicated below to confirm the IFB and BAFO ITS-004830 to recently enacted legislation (see SL 2016-85 which modified GS Chap. 143B to add GS 143B-1350(h1)).

**7. LIMITATION OF LIABILITY**

- a) For purposes of the exclusive remedies and limitations of liability set forth in this Paragraph, Vendor shall be deemed to include the Vendor and its employees, agents, representatives, subcontractors, and suppliers and damages shall be deemed to refer collectively to all injuries, damages, losses, liabilities, expenses or costs incurred.
- b) The Vendor's liability for damages to the State arising under the shall be limited to the value of the Contract,
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Warranty compliance, or to claims for injury to persons or damage to tangible personal property caused by Vendor's gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.
- d) For delays in the delivery or successful Product or Software installation, whichever is applicable, Vendor shall have no liability unless the delivery or successful installation date is delayed by more than thirty (30) days by causes not attributable either to the State or to Force Majeure conditions, in which case the State shall have the right, as its remedies:
  - i) To recover direct costs including replacement Products, if any, attributable to Vendor's delay, and
  - ii) To cancel the order without incurring cancellation charges.

Vendor shall have no liability unless the default in delivery of Services is occasioned by causes not attributable either to the State or to Force Majeure conditions.

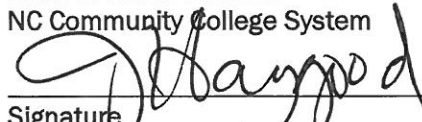
25. DEFAULT: In the event any Deliverable furnished by the Vendor fails to conform to any material requirement of the specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, or Vendor fails to meet the State's acceptance requirements, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206.

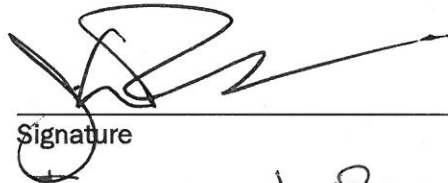
The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver Deliverables within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

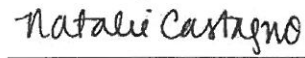
Executed by authorized officials as of the day and date indicated below

State of North Carolina  
NC Community College System

  
Signature  
Dr. James C. Williamson,  
President or Designee,  
Printed Name of Signatory  
Haygood, Chief of Staff  
5/24/17  
Date

  
Signature  
James L. PARKER  
Printed Name of Signatory Sr VP/CIO  
5/22/17  
Date

Acknowledge: SHI International Corp.

  
Signature  
Natalie Castagno, Director of Response Team  
Printed Name of Signatory  
5/12/17  
Date

**IRAN DIVESTMENT ACT CERTIFICATION**

**REQUIRED BY G.S. 147-86.59**

1. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by SHI International Corp to make this certification, and
  - b) SHI International Corp, as a person defined in G.S. 147-86.57(6) **is not** currently identified by the State Treasurer pursuant to G.S. 147-86.58(1).

<i>Natalie Slowik</i>	5/18/2017
Signature	Date
Natalie Slowik	Sr. Manager- Contracts and RFP's
Printed Name	Title

**Or:**

2. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by [name of vendor] to make this certification, and
  - b) [name of vendor], as a person defined in G.S. 147-86.57(6) **is** identified by the State Treasurer pursuant to G.S. 147-86.58(1).

Signature	Date
Printed Name	Title

**And:**

3. [name of vendor] claims an exception from the restrictions on State contracts under the Iran Divestment Act pursuant to G.S. 147-86.61, and submits relevant materials supporting its claim together with this Certification for the State's evaluation and consideration.

Signature	Date
Printed Name	Title

