

PARTICIPATING ADDENDUM
CONTRACT #0000000000000000000028963

NASPO ValuePoint Software Value Added Reseller (SVAR)
Administrated by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
SHI International Corporation
Master Agreement No: ADSP016-130651
(hereinafter "Contractor")

And

The State of Indiana acting by and through the Indiana State Police ("ISP")
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Exhibit A, hereby attached and incorporated by reference, is the Supplement covering compliance with State laws. The Supplement is incorporated into and made a part of the Master Agreement Number ADSP016-130651 (**Exhibit B**) and applies to all transactions under this Participating Addendum.

4. Lease Agreements: **Reserved.**

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	George J. Sperekas II
Address	290 Davidson Avenue, Somerset, NJ 08873
Telephone	312-758-6936
Fax	877-289-6088
E-mail	George_Sperekas@SHI.com

Participating Entity

Name	Samantha Jeffries
Address	100 N Senate Ave, IGCN N340, Indianapolis, IN 46204
Telephone	317-232-8312
Fax	317-233-6668
E-mail	sjeffries@isp.in.gov

6. Subcontractors: **Reserved.**

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

Exhibit A Indiana Supplement

1. Form Contract/Duties of Contractor. The Contractor shall provide the Services or Products described in the Form Contract.

2. Term. This Contract shall commence on the last signatory date ("Effective Date") and shall co-terminate with the NASPO ValuePoint Software Value Added Reseller (SVAR) Master Agreement Number ADSPO16-130651, unless terminated earlier.

3. Consideration.

A. Pricing. For purchases by the State, minimum pricing for all products and services shall be that shown on the Contractor's current price list in effect at the time the order is placed.

B. By mutual agreement of the parties, the following terms and conditions are deleted from the Master Agreement:

- a. Any provision requiring the State of Indiana to provide insurance
- b. Any provision requiring the State of Indiana to provide indemnity
- c. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- d. Any provision providing that suit be brought in any state other than Indiana
- e. Any provision providing for resolution of contract disputes
- f. Any provision requiring the State of Indiana to pay any taxes
- g. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- h. Any provision modifying the applicable Indiana statute of limitations
- i. Any provision relating to the time within which a claim must be made.
- j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20
- k. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by IC § 5-14-3.5-2.
- l. Any provision requiring payment in less than 35 days
- m. Any provision providing for automatic renewal
- n. Any provision giving the Form Contract precedence over this Addendum

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written

notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all rights, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services – Removed, not applicable

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party,

within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option - Removed

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance – Removed, not applicable

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance – Removed, not applicable

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance - Removed

29. Key Person(s) – Removed, not applicable.

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance – Removed, not applicable

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic

protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Samantha Jeffries, Contracts Administrator
Indiana State Police
100 N Senate Ave, IGCN N340
Indianapolis, IN 46204
E-mail: sjeffries@isp.in.gov

B. Notices to the Contractor shall be sent to:

George J. Sperekas II, Enterprise Account Executive
SHI International Corporation
290 Davidson Avenue
Somerset, NJ 08873
E-mail: George_Sperekas@SHI.com

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Supplement and (2) the Arizona NASPO ValuePoint Software Value Added Reseller (SVAR) Master Agreement Number ADSP016-130651 (includes negotiated terms and conditions). All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and

unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports – Removed, not applicable.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option – Removed.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration (IDOA) and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price

increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default – Modified

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel – Removed, not applicable

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows:

- 13. Continuity of Services – Removed, not applicable
- 19. Employment Option – Removed
- 23. HIPAA Compliance – Removed, not applicable
- 26. Indiana Veteran Owned Small Business Enterprise Compliance – Removed, not applicable
- 28. Insurance - Removed
- 29. Key Person(s) – Removed, not applicable

- 32. Minority and Women's Business Enterprise Compliance – Removed, not applicable
- 39. Progress Reports – Removed, not applicable
- 41. Renewal Option – Removed
- 46. Termination for Default - Modified
- 47. Travel – Removed, not applicable

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

SHI INTERNATIONAL CORP

INDIANA STATE POLICE

By: 

By:

Title: Contracts Manager

Title:

Date: 12/20/18

Date:

Electronically Approved by: Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>



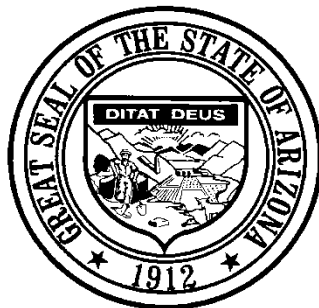
Software Value-Added Reseller (SVAR) Services
MASTER PRICE AGREEMENT


with

SHI INTERNATIONAL, CORP.
Contract No. ADSPO16-130651

State of Arizona
Lead State

Effective: April 8, 2016 to April 7, 2018



	Offer and Acceptance		State of Arizona State Procurement Office 100 North 15th Avenue, Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP016-00005829	PAGE 70	
	OFFEROR: SHI International Corp.	OF 76	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

SHI International Corp.

Company Name

290 Davidson Ave.

Address

Somerset

NJ

08873

City

State

Zip

E-Mail: Alison_Turner@shi.com

Natalie Slowik

Signature of Person Authorized to Sign Offer

Natalie Slowik

Printed Name

Sr. Manager, Contracts & RFPs

Title

Phone: 888-764-8888

Fax: 732-764-8889

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. Available upon posting

The effective date of the Contract is April 8, 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

5th

day of

April

2016

Procurement Officer

Alison Turner



Master Agreement Table of Contents

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

Table of Contents

EXECUTED OFFER AND ACCEPTANCE FORM.....	2
TABLE OF CONTENTS.....	3
SECTION 1: NASPO ValuePoint Solicitation ADSP016-00005829 – GENERAL INFORMATION.....	4
SECTION 2: SCOPE OF WORK	7
SECTION 3: NASPO ValuePoint Master Agreement Terms and Conditions	22
SECTION 4: Lead State (State of Arizona) Terms and Conditions	37
State of Arizona Special Terms and Conditions	37
State of Arizona Uniform Terms and Conditions	50



Master Agreement

Section 1: General Information

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

1.1 Purpose

The State of Arizona, State Procurement Office, is requesting proposals for Software Value-Added Reseller (SVAR) services in furtherance of the NASPO ValuePoint Cooperation Purchasing Program (NASPO ValuePoint). The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors so that NASPO ValuePoint Cooperative Members may acquire Commercial off the Shelf Software (COTS) and related services from Software Value-Added Resellers.

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions, as explained in section 3 of the NASPO ValuePoint Master Agreement Terms and Conditions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Section 4).

1.2 Lead State, Solicitation Number and Lead State Contract Administrator (LSCA)

The State of Arizona, State Procurement Office (SPO) is the Lead State and issuing office for this document and all subsequent addenda relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C R2-7-1010 et.seq. The Solicitation #ADSP016-00005829 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator (LSCA) identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator (LSCA) designated by the State of Arizona, State Procurement Office is:

Charlotte Righetti, CPPB, CTNS State Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: (602)542.9127

1.3 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each



Master Agreement

Section 1: General Information

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

1.4 Participating States

In addition to the Lead State conducting this solicitation, the Participating States listed below have requested to be named in this RFP as potential Users of the resulting Master Agreement. Other entities may become Participating Entities after award of the Master Agreement. State specific terms and conditions will govern each state's Participating Addendum that will govern each state's Participating Addendum. A listing of the Participating States can be found in Exhibit I.

1.5 Definitions – all capitalized terms in this document have the meaning as defined in AAC R2-7-101. Any capitalized term not defined in AAC R2-7-101 has the meaning defined below.

"Appliance" means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. For the purposes of this solicitation only an "Appliance" which is the sole means of obtaining the Software product is allowable.

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"Best and Final Offer (BAFO)" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

"Commercial Off the Shelf" ("COTS") for the purposes of this solicitation means non-developmental software which has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.

"End-User License Agreement (EULA)" is a legal contract between the manufacturer (publisher) and the end User of an application that details how the software can and cannot be used.

"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.

"Excluded Software Publishers" means a Software Publisher who is unwilling to do business with a Reseller.

"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.



Master Agreement

Section 1: General Information

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

“Lead State Contract Administrator” (“LSCA”) means the Procurement Officer for the Master Agreement.

“Master Agreement” (“MPA”) means the contractual agreement executed between the winning (awarded) contractor (s) and the Lead State conducting the procurement on behalf of NASPO ValuePoint.

“Non-perpetual license” or Subscription License is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.

“Participating State Contract Administrator” (“PSCA”) means the Procurement Officer for the Participating State.

“Perpetual license” means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.

“Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals

“Publisher” means a software manufacturer (e.g., Microsoft)

“Reseller” means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA-s) contract.

“Reseller Cost” means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating State. Reseller Cost should not include any administrative or other mark-up costs.

“Software” means the computer program, including media and associated documentation.

“Software Licensing” means allowing an individual or group to use a piece of software.

“Software Maintenance and Support” means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.

“Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.

“Volume License Agreements (VLAs)” means an agreement with a Software Publisher wherein the Participating State’s total expected purchasing over a period of time is considered in establishing the discount level.



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

2.1 Software Value-Added Reseller ('Reseller' – "SVAR")

2.1.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

2.1.2 SVAR shall do the following:

2.1.2.1 Provide Commercial Off-the-Shelf-Software (COTS).

2.1.2.2 Honor existing Volume or Enterprise license agreements.

2.1.2.3 Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.

2.1.2.4 Advise the LSCA, each PSCA, and other Purchasing Entities of SVAR's channel partner status with Key Software Publishers.

2.1.2.5 Retain or enhance reseller certifications with software publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each PSCA and other Purchasing Entities explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.1.2.6 Provide Pre-Sale Advisement - **There shall be no charge for these services:**

2.1.2.6.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.1.2.6.2 Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.

2.1.1.6.3 Examples of such advice would be:

- In selecting appropriate software;
- In explaining Volume License Agreements with complicated rules;
- In determining the most cost-effective buying strategies;
- In ensuring that Participating States and other Purchasing Entities are in compliance with licensing requirements; and,
- In finding software options to meet a specific need, for example, a flow-charting package.

2.1.2.7 Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entities.



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.1.2.8 Provide assistance in explaining and developing Volume License and Enterprise Agreements.
- 2.1.2.9 Provide Software Installation Assistance.
 - 2.1.2.9.1 Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.
 - 2.1.2.8.2 If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.
- 2.1.2.10 Provide Software De-Installation Assistance.
- 2.1.2.11 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses
 - 2.1.2.11.1 Reseller shall have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract.
 - 2.1.2.11.2 Reseller must also have the capability tracking maintenance renewal and other significant due dates.
 - 2.1.2.11.3 At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.
 - 2.1.2.11.4 Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
 - 2.1.2.11.5 States may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards will be determined by that awarding State.
 - 2.1.2.11.6 As may be required by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.
- 2.1.2.12 Notify Participating State and Purchasing Entities of publisher publicly announced changes pertinent to User licensing.
- 2.1.3 SVAR shall Develop and Maintain Website
 - 2.1.3.1 *For Participating States*, Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.
 - 2.1.3.1.1 This web site information shall be available through the Internet without the use of additional software or licenses.



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.1.3.1.2 Website should be User friendly to allow for quick and easy access and use.
- 2.1.3.1.3 Website shall be available 24 x 7, except for scheduled maintenance.
- 2.1.3.1.4 Website shall be ADA compliant.
- 2.1.3.1.5 No costs or expenses associated with providing this information shall be charged to the States.
- 2.1.3.1.6 Universal Resource Locator (URL) for the website must be supplied to the PSCA and the LSCA within sixty (60) days of the execution of the PA.
- 2.1.3.1.7 The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by States, such as copies of VLAs.
- 2.1.3.1.8 *Publisher Notifications and Other Industry Information.* In the event that a publisher publicly announces changes that are pertinent to User licensing, the Reseller shall assist Users by posting the information on the state websites.
- 2.1.3.1.9 Reseller shall provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary electronic (e.g. Webinars, emails), telephone or on-site training should be provided, as needed, during standard working hours.
- 2.1.3.2 *Contract and General Information.* The website shall provide contract and ordering information to include, at a minimum:
 - 2.1.3.2.1 The contract number(s) (MPA and PA);
 - 2.1.3.3.2 The Reseller primary contact and contacts to whom incidents are to be escalated:
 - Name(s) and titles
 - Areas of responsibility for each contact name;
 - Phone number(s); and,
 - Email address(es).
 - 2.1.3.3.3 Information on use of website,
 - 2.1.3.3.4 Quote and ordering information; and,
 - 2.1.3.3.5 Notifications regarding publishers and products, such as pending key product changes or upgrades.
- 2.1.3.3 *Online Catalog*
 - 2.1.3.3.1 Reseller shall provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by Participating State, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the Participating State. The online catalog shall provide an expansive list



Master Agreement Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

of products allowed per the contracts, particularly those products of itemized publishers.

- 2.1.3.3.2 The website shall provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Regardless of the number and types of links to the Reseller's electronic catalog, the Reseller shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog. Online information shall include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses.
- 2.1.3.3.3 Online catalog shall be restricted to just software. Non-authorized products or groups of products shall not be on the website. Reseller shall not use this proposed website to cross sell or cross advertise other products and or services the Reseller may be able to offer.
- 2.1.3.4 *Product Searching Capability.* At a minimum, the online catalog should be searchable by Purchasing Entity and their VLAs, Software Publisher, Product name, OEM product number, and software description (e.g., GIS, Security). The online category can be modified as Users' needs dictate, such as including products obtained through a distributor (non-itemized publisher products) that are frequently purchased.
- 2.1.3.5 *Online Product Quotes.* Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For high dollar purchases, or quantity purchases, Purchasing Entity should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online. Website should have capability to track all quotes by Purchasing Entity and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions. Purchasing Entities can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).
- 2.1.3.6 *User Differentiation.* Catalog should be designed so as to provide a means to identify the Participating State (state agency or other eligible Purchasing Entity). This method used must not require any administrative tasks on the part of the LSCA for the MPA, the PSCA for the individual PSCA. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.
- 2.1.3.7 *Online Reports.* Website shall have capability to provide order history, as well as order status and order tracking.
- 2.1.3.8 *Other.* Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Reseller and approved by State.



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

2.2 COTS Products

2.2.1 Software which requires little or no services

	IN SCOPE Offerings		OUT OF SCOPE Offerings
LICENSING TYPE	COTS	Individual Licensing Volume Licensing Enterprise Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	<i>none</i>
Delivery	Shrink-Wrap	Download	<i>none</i>
HOSTING as part of delivery & use.	On Premise	Off Premise	<i>Managed Service</i> <i>Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as a MSP, on behalf of a customer</i> mspalliance.com/definition-of-managed-services/

2.2.1.1 Most Current Version - Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

2.2.1.2 Licenses and Maintenance Agreements

2.2.1.2.1 Volume License Agreements (VLA) and Enterprise License Agreements (ELA)

The Reseller will honor existing Participating State's VLA's or ELA's with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a Participating State, and if so required by the Participating State, the Purchasing Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that Participating State or Purchasing Entity. If so required by the Publisher and Participating State, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Purchasing Entities' Enterprise or Volume Agreements. Reseller will work with Participating State, Purchasing Entity(ies) and Publishers as needed to establish new VLAs or ELAs. The Reseller will work with the Publisher and Participating State as necessary to ensure the Participating State receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.

Reseller will work directly with Purchasing Entity(ies) in establishing, signing and maintaining enrollment agreements. If Reseller is sole SVAR contractor in a State, Reseller will aggregate all enrollments together for



Master Agreement Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

Master Agreement reporting purposes. If a PSCA elects to have multiple SVAR contractors, Reseller's responsibilities will be delineated in that State's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Participating State's VLA required sales levels to ensure the Participating State does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.1.2.2 *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.2.1.3 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

2.2.1.3.1 *Software Maintenance and Support.* Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

2.2.1.3.2 *Software Updates.*

2.2.1.3.2.1 Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

2.2.1.3.2.2 Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.

2.2.1.3.3 *License Confirmations*

For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

- (i) Certified Licensing Confirmation Certificates for all software licenses;
- (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or,
- (iii) Written confirmation from the Reseller or Publisher accepting the Eligible Participating State's contract or purchase order as proof of license.

The form of "Proof of License" provided must be acceptable proof to the Publisher, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller will retain an electronic file of Participating State's Proof of Licenses and provide copies to the Participating State as requested.

2.2.1.3.4 *Transitioning License Tracking Information at Contract Termination*

The license information data acquired and retained by Reseller will be stored as sortable data fields so the license information can be transferred to the Participating State upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

2.2.1.4 Leases

Lease purchase and term leases are allowable only for Purchasing States whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.

2.2.1.5 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Key Itemized Publishers, Other Itemized Publishers, and Non-Itemized Publishers. See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new publishers may be added by amendment to the itemized publishers' lists.

2.2.1.5.1 *Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).*

The products of the publishers in this category represent the highest tier of sales volume identified for this solicitation, of those publishers who sell through resellers. This category is the one most likely to include a Participating State's enterprise or high volume agreements with a publisher. Resellers shall be certified direct resellers for publishers in this



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

2.2.1.5.2 Other Itemized Publishers (High Volume, Itemized Lines). The products of the publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating State's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher

2.2.1.5.3 Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software not specifically itemized. Enterprise or Volume Licensing Agreements are not anticipated in this category. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category

<u>KEY ITEMIZED PUBLISHERS</u> Certification as Direct Reseller.	<u>OTHER ITEMIZED PUBLISHERS</u> Certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate	<u>NON-ITEMIZED PUBLISHER</u> One 'not to exceed' rate
ADOBE	AI SQUARED	
CITRIX	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	
MICROSOFT	ALLIANCE ENTERPRISES	
NOVELL	APPLE	
SYMANTEC	ATTACHMATE – MICROFOCUS	
VMWARE	AUTODESK	
	AUTONOMY – HP	
	BAKBONE – DELL	
	BARRACUDA	
	BOMGAR REMOTE SOFTWARE	
	CA TECHNOLOGIES	
	CISCO	
	COMPUTRONIX USA	



Master Agreement Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

	COMPUWARE	
	COREL	
	DOUBLETAKE	
	EMC	
	ENCHOICE	
	ESET	
	ESRI	
	FREEDOM SCIENTIFIC	
	GUARDIAN EDGE – SYMANTEC	
	GW MICRO	
	IBM	
	ICM CONVERSIONS	
	INFOR	
	INTERMEDIX EMSYSTEMS	
	HP	
	HUMANWARE	
	INFORMATION BUILDERS	
	KRONOS SOFTWARE	
	LANDESK	
	LASERFISCHE	
	LIQUIDWARE STATUSPHERE	
	MICROFOCUS INC	
	MINJET	
	MPS	
	MQSOFTWARE – BMC SOFTWARE	
	NCIRCLE	
	NETOP	
	NUANCE	
	ORACLE	
	OSAM	
	PASSPORT	
	PATCHLINK	
	PROOFPOINT	
	RSA SECURITY	
	REFERENCIA SYSTEMS	
	SAP AMERICA	
	SAS	
	SOLUTIONS SOFTWARE	
	SOPHOS	
	SPLUNK SOFTWARE	
	STASEEKER NETWORK INFRASTRUCTURE MONITORING	
	STELLEMENT – ORACLE	



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

	SUNGUARD	
	SYBASE	
	TECHSMITH	
	TREND MICRO	
	TRUSTWARE	
	ULTRABAC	
	VORMETRIC	
	WEBSense	

2.2.1.6 Software Publishers, General Representation.

2.2.1.6.1 *Excluded Software Publishers.* The Reseller must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the LSCA or designee of any Excluded Software Publishers and provide explanations for the non-representation.

2.2.1.6.2 *Expanded Representation.* The Reseller is expected to continue to work towards reseller certifications with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers

2.2.1.7 Price Quote, General. Pricing is submitted in the MPA as a percentage of Reseller Cost. Individual PA's will use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.2.1.7.1 *Telephone or Email Quote Support.* Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.2.1.7.2 *Quoted Delivery Method.* The quote must clearly indicate the method of delivery, whether via media, download, or **3.3 Services** below.

2.2.1.7.3 *Timely Quotes.* Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that



Master Agreement Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.2.1.7.4 *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 the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.

2.2.1.7.5 *Sales Promotion.* The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the LSCA. The request should include: the product or product groups, the promotional price as compared to the standard price and the Master Agreement price for the product or product groups, and the start and end dates of the sales promotion. LSCA's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion to all Participating Entities.

2.2.1.7.6 A Participating State or other Participating Entity may allow the Contractor to charge a credit card fee in their Participating Addendum.

2.2.1.8 Product Delivery and Returns

2.2.1.8.1 Media. The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating State including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

2.2.1.8.2 Delivery Period. Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

ship date. If this delayed delivery is unacceptable to Purchasing Entity, the order can be cancelled without penalty.

2.2.1.8.3 Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing Entity within seven (7) days of initial notification.

2.2.1.8.4 Shipping Charges. Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Purchasing Entity has ordered expedited shipment. For expedited shipment, Purchasing Entity would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

2.3 Services

	IN SCOPE		OUT OF SCOPE
SOFTWARE & LICENSING TYPE	COTS	Volume Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	Not Applicable
Delivery	Shrink-Wrap	Download	Not Applicable
Hosting as part of delivery & use	On-Premise	Off-Premise	Managed Services
SERVICES	Basic Installation, Training and Maintenance <i>Means that activity which does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work).</i>		Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties

2.3.1 In Scope Services:
Basic Installation, Maintenance packages and Training (3.4) are considered to be within the Scope of this Solicitation. This Master Agreement is intended for the acquisition of distributed, commercial off the shelf software



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

2.3.2 (RESERVED)

2.3.3 A Participating State may include a statement in their Participating Addendum allowing state employees to purchase software licenses.

2.3.4 Individual Participating Addendums may further limit the Scope of this Solicitation.

2.3.5 This Master Agreement is not intended for the purchase of custom software applications.

2.4 Training.

2.4.1 Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.

2.4.2 Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

2.5 Customer Service and Representation.

2.5.1 *Dedicated Representation and Timely Response.* Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller must commit to returning phone calls or responding to emails within two (2) business days.**

2.5.2 *Problem Escalation.* The Reseller must provide an incident escalation path for each State, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.3 *Product purchasing trends.* **The Reseller will speak with LSCA and sourcing team quarterly** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.

2.5.4 Contract Reviews.

2.5.4.1 Reseller is expected to conduct **quarterly reviews** of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA.**

2.5.4.2 At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PSCA.

2.5.4.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

2.5.4.3.1 Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

provide reports, at this review. At a minimum, the audit will report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

2.5.4.3.2 Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating States.

2.5.4.3.2 In a renewal year, the annual review will take place prior to contract extensions.

2.6. Interactions with Software Publishers

- 2.6.1 *Best Interests of Participating State.* Reseller would represent the best interests of the Participating State and other Participating Entities in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers' specials, promotions, coupons or other savings opportunities.
- 2.6.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller to arrange with the software publisher or software publisher's designee for implementation, customization, training, support, maintenance and other software related services. **The provision of said services must be under a separate agreement between the Participating State and the applicable parties.**

2.7 Reporting

- 2.7.1 *Standard Reports*
Individual participating states may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the States. Reseller shall advise of standard reports which they can provide, and work with participating states on additional standard reports.
- 2.7.2 *Online Reports*
The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Participating State shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.
- 2.7.3 *Custom Reports*



Master Agreement Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

Participating State and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

2.8 Other Value-Added Services

SVAR may propose other Value-Added Services, e.g., key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the PSCA, would be added to the final awarded contract.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services



1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating State's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance of a Product for which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating State incorporating this Master Agreement and any other additional Participating State specific language or other requirements, e.g. ordering procedures specific to the Participating State, other terms and conditions.

Participating State means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating State.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for successive periods with a maximum aggregate, including all extensions, not to exceed five (5) years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

- Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

Provisions governing confidentiality of information during performance of orders for the State of Arizona are governed by The State of Arizona Special Terms and Conditions. Except where a Participating Addendum prescribes otherwise, this section governs confidentiality and disclosure of information of other Purchasing Entities.

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating State, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating State shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

Section 3.2.1.8 of the solicitation prescribes requirements for product delivery and return.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by "force majeure," as that term is defined in and under conditions specified in section 6.4 of the State of Arizona Uniform Terms and Conditions.

14. Indemnification

a. Section 5.1X1.1 of the State of Arizona Special Terms and Conditions governs indemnification of the State of Arizona. With respect to other entities, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Section 6.3 of the State of Arizona Uniform Terms and Conditions governs indemnification of the State for intellectual property infringement claims. With respect to other entities the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

17. Insurance

a. The insurance requirements of the State of Arizona are specified in section 5.1 X 1.2 of the State of Arizona Special Terms and Conditions. For performance in other states, unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating State's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating State's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1) Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Damage to Rented Premises \$50,0000

Each Occurrence \$1,000,000

2) Business Automobile Liability

Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000

3) Technology Errors & Omissions Insurance

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this contract is completed.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating State by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating State's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating State who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating State, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating State, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply with solicitation section 5.10, Compliance with Applicable Laws.

19. License of Pre-Existing Intellectual Property

Any rights to intellectual property shall be as prescribed in the Lead State's solicitation and resulting contract, and Purchasing Entities shall have the same rights as the Lead State under those provisions.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating State, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating State is located.

g. Resale. "Resale" means any transfer of software for compensation or assignment of services for compensation. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes software and services that are deliverables). Absent any



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Any prompt payment terms proposed by contractor shall be extended to all Purchasing Entities.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating State, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states, such as the State of Arizona, may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).
- b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III_Cooperative Contract Sales Reporting Data Requirements and Data Format.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Determination of the acceptability of services shall be made by the sole judgement of the Purchasing Entity. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the Purchasing Entity. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship, and successfully performing all required Tasks. Nonconformance to a stated acceptance and performance criteria of both services and or products, as required, shall result in a delay for payment. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of 90 days from the date of Acceptance in accordance with the provisions of section 7 of the State of Arizona Uniform Terms and Conditions and section 5.1 N. of the State of Arizona Special Terms and Conditions, with rights of the State available to other Purchasing Entities. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. (RESERVED)

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Product consisting of tangible media free and clear of all liens, encumbrances, or other security interests.

32. Waiver of Breach

Failure of the Lead State, Participating State, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating State, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating State of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating State's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating State's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating State's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating State state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

38. State Government Support

No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entity, other than payment, are required under the Master Agreement.

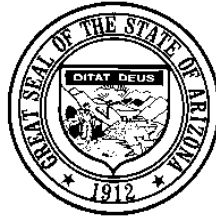


Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**



5.1 State of Arizona Special Terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of two (2) years, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions

The Contract term is for period stated in Item B. subject to additional successive periods with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type – Fixed Price

E. Eligible Agencies (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

J. Price Adjustment

Any price adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

L. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

M. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

N. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials, that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

O. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on Users or prevent the Materials from performing as required under the terms and conditions of this Contract.

P. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

Q. Administrative Fee/Usage Reports

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.

The Administrative Fee is the responsibility of the contractor. The Administrative Fee is a part of the contractor's unit prices and is not to be charged directly to the customer in the form of a



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

separate line item. In accordance with Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions, the 0.25% NASPO ValuePoint Administrative fee shall be incorporated into the Offerors base price. Other states, including the State of Arizona, may negotiate additional Administrative Fees in their Participating Addenda following award of a Master Agreement.

Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

2. State of Arizona Fee Amount:

Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers.

3. Method of Assessment

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative> . At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

4. Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- 4.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov
- 4.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:
Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007
5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

R. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

T. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

1. Failure to Perform

If Contractor fails to complete any deliverable, then Contractor shall:

- 1.1 Promptly perform a root-cause analysis to identify the cause of such failure;
- 1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- 1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

failure; and

1.4 If appropriate under the circumstances, take action to avoid such failure in the future.

2. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

U. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract

V. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

W. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

X. Indemnification and Insurance

1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

1.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards,



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents,



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Y. **Data Privacy and Security**

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

Z. **Data Privacy/Security Incident Management**

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

for the State CIO, the CISO and key personnel.

AA. Security Requirements for Contractor Personnel

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of the State as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

1. Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;
2. UNAX/confidentiality Training;
3. HIPAA Privacy and Security Training; and
4. Information Security Training.

BB. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

CC. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

Suggested References:

<https://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf>

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/>

DD. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

5.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

the Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

ATTACHMENT A - RESPONSE TO SCOPE OF WORK – QUALIFICATIONS

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

Instructions:

- a. All materials must be in electronic format that can be received in ProcureAZ ((<https://procure.az.gov>), the State of Arizona’s electronic procurement system.
- b. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.
- c. Response to all questions, even if you answer is “Not Applicable”.
- d. Label your response “ATTACHMENT A_Qualifications_*companyname*” and state the question number being addressed.
- e. Additional attached information shall indicate the item number and heading being referenced as it appears below.
- f. The above additional attached information should also include a header labeled, “ATTACHMENT A_Qualifications_*companyname_name of additional information*”

1. Overall Company Information

1.1. Business Operations

- 1.1.1. Provide a Brief overview of business operations, with an emphasis on the provision of services as a Software Value-Added Reseller.

SHI Response:

SHI International Corp., headquartered in Somerset, New Jersey, has transformed itself from a \$1 million “software-only” regional reseller into a \$5.8 billion global, full lifecycle provider of technology, services and solutions.

SHI is positioned as the fastest growing VAR in the market globally, boasting a growth rate of 15% in revenue and reaching \$5.8 billion in 2014. Providing world class support to more than 14,000 customers, SHI continues to grow our customer base and maintain our customer loyalty with 99% retention, as some of our largest competitors are experiencing no or negative growth. Providing a compelling value to our entire customer base, SHI is able to offer the lowest gross margin of our top 4 competitors, while at the same time maintaining our profitability with the lowest overhead cost structure in the industry.

We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. We do this by understanding our customers’ complete project lifecycle. We address customer business needs, help them acquire the appropriate technology, and follow through to make sure that the technology we provided is adopted or consumed correctly, and is meeting business needs as expected.

SHI's Approach

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their software needs. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide customer satisfaction. SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for both NASPO ValuePoint and the Participating States. To make this contract a success, we have included each of the following elements:

- **A dedicated Public Sector account and service team.** This team is empowered to commit all of SHI's resources to address the needs of our customers.
- **A flexible service approach** that allows SHI to adjust its processes, procedures, and offerings to meet the changing needs of our customers.
- **An innovation strategy** that ensures that NASPO ValuePoint and the Participating States are able to take advantage of additional opportunities to improve service, reduce costs, and improve the satisfaction of our end-user customers.

SHI's "Customer Needs" Process

SHI understands that in order to bring the right solution to the customer, we need to first understand the customer's vision. Once we understand what they are trying to accomplish, our sales team, licensing experts, and internal publisher-specific resources help design a strategy that is suitable to their environment today, and that will scale to meet their future needs. This approach might include conducting assessments of the customer's current environment or proof of concept for a potential solution. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring their software products using the most advantageous licensing programs and at the most aggressive possible cost. We then follow through with our customer to ensure that the software solution the customer procured is working as expected.

SHI's Manufacturer Relationships

SHI has a diversified product line that includes a broad range of IT products and services. All the leading manufacturers have established SHI as an authorized partner. Some of our largest partner relationships include:



Expertise with Software Licensing



When it comes to software in particular, SHI's expertise is second to none. Following are just a few examples of the benefits we bring to our customers for their software needs:

Our Award Winning Licensing Team—With the largest team of Software & Licensing Specialists in the industry, SHI has the expertise in managing the varied features of the Publisher Licensing Programs. Our award winning team of Software & Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Software Asset Management—SHI understands how important it is for our customers to understand and manage their valuable software assets. Our expertise, reporting, and license tracking all work together to provide peace of mind. SHI customers have confidence that they are compliant with each software publisher's unique licensing requirements, without overspending for unnecessary licensing.

Managing your Software Lifecycle—SHI's expertise extends beyond the implementation and management of your license agreements and compliance. We offer comprehensive software lifecycle support, including regular Customer Business Reviews and our Polaris Renewal Organizer for the management and budgeting of your software and maintenance renewals.

What is Unique About SHI's Services as a Software Value Added Reseller?

SHI is a unique company in our industry, and there are many aspects of our business operations which translate into benefits for the customers with whom we partner for their software needs. Following are a few reasons to consider selecting SHI as your SVAR:

1. **Lowest overhead structure.** SHI is financially strong and stable, and we consistently demonstrate year over year growth without mergers or acquisitions. As a result, we offer our customers the most competitive pricing and we are able to sustain that value to our customers over the long term.
2. **Longest average tenure across our sales force.** NASPO ValuePoint can feel confident in SHI's tenured and knowledgeable staff. We experience very little turnover, and Participating States can continue to depend upon our consistency and continuity of service.
3. **Stable management and ownership structure for 26 years.** While other industry organizations have gone through multiple changes in ownership and operational structures, SHI has remained stable. SHI is a private company and certified as women and minority owned.
4. **Comprehensive software lifecycle support.** SHI does so much more than just facilitate a software transaction. We provide our customers with software asset management, software license management, and license renewal services. This minimizes our customers' risk of non-compliance and allows them to realize significant savings and cost avoidance by identifying surplus licenses and re-deploying within the enterprise.
5. **Management tools.** SHI provides the most comprehensive set of customer ready tools for management of spend and business with SHI. Our online reporting capabilities give customers visibility to and control over spend, and our PRO (Polaris Renewal Organizer) tool provides a timeline of the customer's upcoming maintenance and contract renewals.

6. **Our people and our culture.** SHI's employees are empowered to remain flexible to support our customers' individual needs. With an entrepreneurial mindset and spirit, SHI is proud to provide our customers with autonomous account teams with the authority to make all decisions relative to account support.
7. **Licensing expertise.** SHI is ranked within the top 3 resellers for all of the major software publishers. We are consistently recognized by our software publisher partners for our quality, and our licensing team is unsurpassed in the industry.
8. **Procurement.** SHI's procurement options are flexible and customizable. We offer customizable options for catalogs and E-Commerce. We also offer options and tracking for diversity spend.
9. **Proven success as a Software Value Added Reseller.** SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.
10. **Proven success as a NASPO ValuePoint Software Value Added Reseller.** SHI has had the privilege to work with WSCA/NASPO ValuePoint throughout the term of the current SVAR contract, and our transition to the new contract will be seamless. During the current contract, SHI has partnered closely with WSCA/NASPO ValuePoint and the Participating States. As evidenced by our number of current SVAR Participating Addenda and the total contract spend through SHI, we have helped more customers under the current contract than any other SVAR.

In summary, SHI is the most technologically advanced and flexible software reseller and service provider in the industry today. Our success has been realized as a result of continued customer satisfaction and continuous improvement of our systems infrastructure to accommodate the changes in software acquisition, as well as changes in the procurement and acquisition process for our customers. We've grown and evolved along with the Participating States under the current NASPO ValuePoint SVAR contract, and we look forward to continuing that strong partnership under the new agreement term as well.

1.1.2. Provide the following information using the format below.

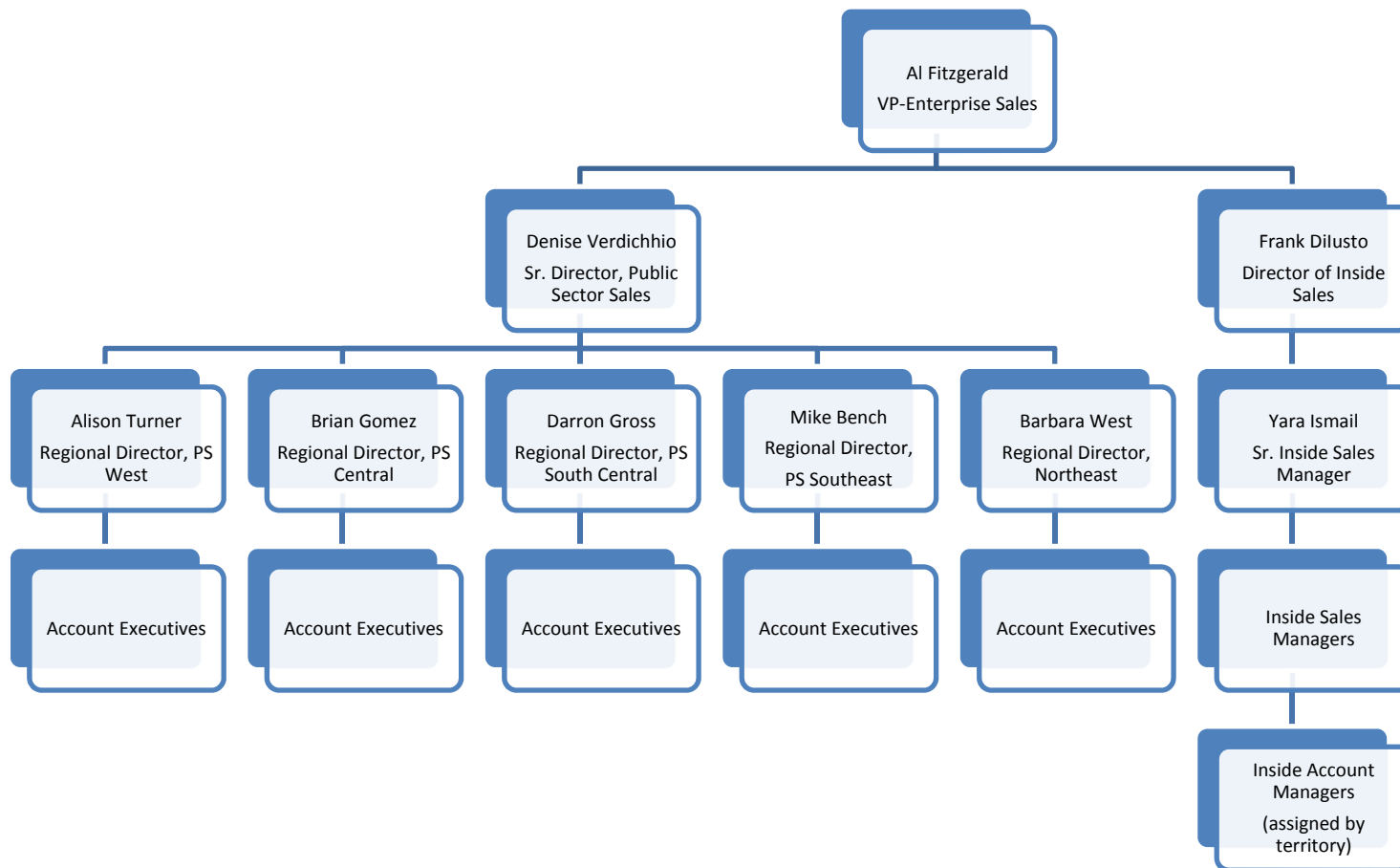
SHI Response: SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

- 1.1.2.1. Offeror's full legal name
- 1.1.2.2. Primary business contact information (name, address, phone number, email address, website)
- 1.1.2.3. Date Company was established;
- 1.1.2.4. Location where the Offeror is incorporated
- 1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)
- 1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information.
- 1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.
- 1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.

Format to be used to respond to Item 1.1.2.1 through 1.1.2.8 below

Required Information	Offeror's Response
1.1.2.1. Offeror's full legal name	SHI International Corp.
1.1.2.2. Primary business contact information (name, address, phone number, email address, website)	<p>SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873</p> <p>Primary Business Contact for this RFP: Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com www.shi.com</p>
1.1.2.3. Date Company was established	With more than 3,000 employees globally, SHI has been in business for 26 years (established in 1989).
1.1.2.4. Location where the Offeror is incorporated	290 Davidson Ave. Somerset, NJ 09973
1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)	SHI International Corp. is a privately owned Corporation, incorporated in New Jersey 52% owned by Thai Lee 40% owned by KoGuan Leo 8% held in trust
1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information.	<p>SHI has sales offices and sales teams across the country which will actively support this contract. The location responsible for the performance of the contract is our headquarters location in New Jersey:</p> <p>SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873</p> <p>Following are contacts from our Sales</p>

	<p>Management team and our Public Sector Contracts team who will be responsible for the performance of the contract:</p> <p>Sales Management Contact: Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com</p> <p>Public Sector Contracts Team Contact: Nick Grappone Public Sector Sales Contract Specialist 732-537-7166 Nick_Grappone@SHI.com</p>
1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.	<p>SHI is pleased to provide an organizational chart; however it would be too small to be legible in this format, so we are including it directly beneath this table.</p> <p>This organizational chart demonstrates the structure for the Field Sales Management and Account Teams that will support each Participating State. There is not sufficient space to include the names of every Account Executive in the organizational chart, but we do provide more details for each region in response to question 1.3.</p>
1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.	<p>Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com</p>



1.2 **Key Personnel** – Provide the information, using the format below, regarding each Key Personnel for a resultant contract for items 1.2.1 through 1.2.5:

1.2.1 Name;

1.2.2 Position/Title and reporting responsibilities;

1.2.3 Years of industry experience

1.2.4 Years in current position

1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.

SHI Response:

SHI has Key Personnel across the country who have had the privilege of working with Participating States under the current NASPO ValuePoint SVAR contract, and who look forward to supporting the resultant contract. Since we do have many representatives who will play a key role in performance of this contract, we are providing a brief overview of our Public Sector coverage model. Immediately following, SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

To give you an idea of our scope of coverage, SHI is proud to support our Public Sector customers with the following team members who work *exclusively with Public Sector*.

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

As you can see, SHI has many representatives who will support the NASPO ValuePoint SVAR contract across the country. Using the requested format, we are supplying information for those Key Personnel who we believe will be most heavily involved in the resultant contract, based upon SHI's past experience with the States that have participated under the SVAR contract and/or have indicated their intent to participate in the next SVAR contract. Again, this is just a representative sample of the SHI team who will be supporting this agreement.

Required Information	Offeror's Response
1.2.1. Name	Denise Verdicchio
1.2.2. Position/Title	Senior Director, Public Sector
1.2.3. Years of industry experience	20 years in industry, 20 years with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none">• Senior Director for SHI's Public Sector field sales team across the country• Responsible for all SHI Public Sector contracts• Dedicated to excellence and continuous improvement in offerings and customer service

Required Information	Offeror's Response
1.2.1. Name	Alison Turner
1.2.2. Position/Title	Director, Public Sector West
1.2.3. Years of industry experience	21 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Coordinates SHI efforts in support of the NASPO ValuePoint SVAR contract across the country Manages the SHI SLED field sales team in the Western US Maintains strong relationships with NASPO ValuePoint and each Participating State in the West Attends annual NASPO ValuePoint meetings, conducts regular status checks with Participating States, guarantees service under the contract, point of contact for contract questions, etc.

Required Information	Offeror's Response
1.2.1. Name	Amelia Jakubczyk
1.2.2. Position/Title	Account Executive, State and Local Government in Arizona and Nevada
1.2.3. Years of industry experience	16 years in industry, 5 years with SHI
1.2.4. Years in current position	5
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Amelia has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) and the State of Nevada throughout the current contract term Amelia has been instrumental in executing under the current agreement, and she has the knowledge, customer and publisher relationships, and desire to make the new contract a success as well

Required Information	Offeror's Response
1.2.1. Name	Lynn Farmer
1.2.2. Position/Title	Account Executive, Education in Arizona and State, Local & Education in New Mexico and Wyoming
1.2.3. Years of industry experience	20 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Lynn has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) Education customers, as well as the States of New Mexico and Wyoming, throughout the current SVAR contract term Lynn's high energy, positive attitude, and customer-focused approach have helped her build long-term customer relationships

Required Information	Offeror's Response
1.2.1. Name	Andrea Keno
1.2.2. Position/Title	Account Executive, State and Local Government in Alaska, Hawaii, Montana, Idaho and Washington
1.2.3. Years of industry experience	8 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Andrea is a Field Account Executive who works closely with the States of Alaska, Hawaii, Montana, and Idaho under each State's SVAR Participating Addendum Andrea is committed to showing up for her customers, both literally and figuratively. Her customers appreciate her dedication and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Brandon Barkley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Oregon
1.2.3. Years of industry experience	9 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Brandon is a Field Account Executive who works closely with the State of Oregon under the State's SVAR Participating Addendum Brandon regularly receives compliments from his customers on his detailed knowledge of software licensing and his excellent customer service

Required Information	Offeror's Response
1.2.1. Name	Heather Fritsche
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Colorado
1.2.3. Years of industry experience	13 years in industry, 1 year with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Heather is a Field Account Executive who works with State of Colorado entities under the State's current SVAR Participating Addendum While newer to SHI, Heather brings a great deal of industry experience and has quickly made a strong impact for her customers Heather's past experience includes managing a software licensing team, and her knowledge of licensing programs and attention to detail are second to none

Required Information	Offeror's Response
1.2.1. Name	Dan Pressley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Utah and Education in Nevada, Montana and Idaho
1.2.3. Years of industry experience	11 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Dan is a Field Account Executive who works closely with the State of Utah, as well as Education accounts in Nevada, Montana and Idaho, under these States' SVAR Participating Addenda Dan is known for his integrity, his hard work, and his desire to understand his customers' missions as thoroughly as possible

Required Information	Offeror's Response
1.2.1. Name	Debbie Bieber
1.2.2. Position/Title	Account Executive, Local Government in Northern California
1.2.3. Years of industry experience	29 years in industry, 23 years with SHI
1.2.4. Years in current position	20
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Debbie is a Field Account Executive who supports local government accounts in Northern California under the State's SVAR Participating Addendum Debbie's long tenure in the industry and with SHI make her a wealth of knowledge for her customers

Required Information	Offeror's Response
1.2.1. Name	Guillermo Ortiz
1.2.2. Position/Title	Account Executive, Local Government in Southern California
1.2.3. Years of industry experience	10 years in industry, 6 years with SHI
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Guillermo is a Field Account Executive who supports local government accounts in Southern California under the State's SVAR Participating Addendum Guillermo approaches his role with enthusiasm and enjoys helping his customers to craft IT solutions in new and more efficient ways

Required Information	Offeror's Response
1.2.1. Name	Martin Barrett
1.2.2. Position/Title	Account Executive, State and Local Government in Connecticut
1.2.3. Years of industry experience	17 years in industry, 1 year with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Martin is a Field Account Executive who works closely with the State of Connecticut under the State's SVAR Participating Addendum Martin combines his knowledge of products and programs with his passion for making his customers' lives easier

Required Information	Offeror's Response
1.2.1. Name	Kevin Farrell
1.2.2. Position/Title	Account Executive, State and Local Government & Education in North Dakota and South Dakota
1.2.3. Years of industry experience	20 years of industry experience, 16 years with SHI
1.2.4. Years in current position	16
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> Kevin is a Field Account Executive who supports the states of North Dakota and South Dakota under their SVAR Participating Addenda Kevin has a great deal of tenure in the industry and in working with public sector customers

Required Information	Offeror's Response
1.2.1. Name	David Rounds
1.2.2. Position/Title	Account Executive / Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas
1.2.3. Years of industry experience	17 years in industry, all with SHI
1.2.4. Years in current position	3+
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> David personally supports, and manages a team who help support, the MOKA states under their current SVAR Participating Addenda David's 17+ years in various roles for SHI provide him with the background and knowledge to get things done right for his customers David is known for his responsiveness and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Yara Ismail
1.2.2. Position/Title	Senior Inside Sales Manager, Public Sector
1.2.3. Years of industry experience	11 years in industry, with SHI this entire time
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	<ul style="list-style-type: none"> • Senior Inside Sales Manager for SHI's Public Sector inside sales team across the country • All regional Public Sector Inside Sales Managers and their teams report up to Yara • Point of escalation for customers and Public Sector Directors to address urgent matters • Sets new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers

- 1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment.

SHI Response:

SHI is pleased to provide resumes for each of the Key Personnel referenced above.

As mentioned previously, SHI has Key Personnel across the country, and in many types of roles, who look forward to supporting the resultant contract. The resumes which follow represent just a sample of these Key Personnel, based upon SHI's past experience with the States that have participated actively under the current SVAR contract and/or have indicated their intent to participate in the next SVAR contract.

Senior Sales Professional / Account Manager

Offering 20 years of experience and achievement in the sale of IT software, hardware, and professional services to diverse business, healthcare, and government entities.

- Top sales performer with remarkable talent for connecting with customers, influencing key decision makers, and matching buyer needs with the right products to ensure ongoing satisfaction and repeat business.
- Assertive and resolute in pursuing opportunities, closing deals, resolving issues, and collaborating with vendors and other partners on seamless, timely implementation of world-class solutions.
- Knowledgeable and articulate in interfacing with clients and in delivering high-impact presentations that drive audiences to desired action. Accustomed to communicating with CEOs, CIOs, CTOs and other senior staff.
- Inspirational, empowering leader able to guide sales teams to unprecedented results; exceptionally organized in multitasking, keeping accounts up to date, and giving proper attention to multiple, concurrent deals.
- Passionate, enthusiastic, and hardworking. Driven each day to advance company goals, grow market share, surpass revenue targets, and boost bottom line profits while consistently exceeding client expectations.
- 7-time President's Club recipient, 3-time Chairwoman's Club designation, and Bali Award winner.

Career History

SHI INTERNATIONAL, Somerset, NJ, 1995 to Present

In a series of increasingly responsible roles, develop new business, exceed sales targets, and provide outstanding service to customers of this \$6B global provider of innovative IT products and services.

Senior Director Public Sector, 7/1/2015-Present

SENIOR SALES EXECUTIVE WITH 20 YEAR ACCOMPLISHED CAREER KNOWN FOR DELIVERING AND SUSTAINING REVENUE AND PROFIT GAINS WITHIN HIGHLY COMPETITIVE MARKET. LEAD \$1.3B BUSINESS UNIT INCLUDING TEAM OF 6 REGIONAL DIRECTORS AND 100 ACCOUNT EXECUTIVES IN ALL ASPECTS OF SALES, SERVICE, BUSINESS DEVELOPMENT, ACCOUNT MANAGEMENT, SOLUTIONS IMPLEMENTATION, AND ISSUE RESOLUTION ACROSS NORTH AMERICA. COLLABORATIVE LEADERSHIP STYLE INCLUDING ONGOING PERSONALIZED COACHING TO OTHER TEAM MEMBERS, OPEN INFORMATION SHARING, AND NURTURING CULTURE RESULTING IN CREATIVE AND INNOVATIVE ENVIRONMENT. EXCEPTIONAL COMMUNICATOR WITH CONSULTATIVE SALES STYLE, STRONG NEGOTIATION SKILLS, EXCEPTIONAL, EXCEPTIONAL PROBLEM SOLVING ABILITIES, AND A KEEN CLIENT NEEDS ASSESSMENT APTITUDE.

- SKILLED IN SENIOR-LEVEL PRESENTATIONS, NEGOTIATIONS, AND RELATIONSHIP BUILDING
- MAINTAIN KNOWLEDGE AND EXPERTISE OF TECHNOLOGIES INCLUDING END USER COMPUTING, DATACENTER, AND SECURITY
- DEVELOP AND IMPLEMENT SHORT AND LONG TERM SALES AND BUSINESS PLANS
- PROVIDE LEADERSHIP AND INNOVATION IN KEY ACCOUNT DEVELOPMENT AND MANAGEMENT
- ACKNOWLEDGED FOR EXCEPTIONAL STAFF DEVELOPMENT, MOTIVATION, AND TEAM BUILDING

Director – East Region SLED, 8/2013 to 6/30/2015

Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory, SHI's largest region representing over \$200M in annual revenue. Oversee daily operations in assisting customers with software and hardware procurement and implementation, system configuration, data center optimization, cloud computing, IT asset management, and various other computing solutions—ultimately helping clients maximize their IT investments and run successful businesses. Aggressively pursue new business through cold calling and other strategies. Travel extensively to client sites to provide in-person client support or drive new business opportunities. Partner with IT vendors and strategic partners on solutions implementation and in planning strategies to increase business.

- Excel in delivery of informative, insightful sales presentations to CEOs, CIOs, CTOs, CFOs, and other IT and procurement staff to update on current business and / or explain what SHI can do for them.
- Consistently demonstrate tremendous organization in keeping accounts current, overseeing all deals from 12 Account Executives, and responding to up to 400 customer emails daily.
- Motivate teams each day to work to their full potential. Provide ongoing coaching and support.
- Promoted to Director after highly successful tenure as Account Executive.

SHI INTERNATIONAL, Somerset, NJ

Account Executive – NJ State and Local Government, 2010 to Present

Develop new business, service customer needs, and oversee daily account management for public sector clients in NJ State and Local Government. Interface daily with customers in providing information, resolving issues, communicating SHI offerings, and enabling them to secure quotes through their own procurement systems. Negotiate deals, support customer contracts, and deliver sales presentations. Onboard new vendors, enabling them to procure software on the NJ state contract. Collaborate with vendors on delivery of comprehensive IT solutions.

- Grew this new line of business from \$0 to \$40M in three years, establishing all new clients--including 19 NJ counties, more than 100 individual townships, and all state agencies.
- Delivered more than \$2M in cost savings to clients through successful price negotiations with vendors.
- Regularly exceed quarterly / annual sales targets.

SHI INTERNATIONAL, Somerset, NJ

Account Executive – North Carolina Commercial Accounts, 1998 to 2010

Orchestrated customized, total IT solutions for Duke Energy (30K employees), SAS Institute, Wake Forest University, and other commercial accounts throughout North Carolina. Aggressively pursued and developed new business through cold calling, networking, and other forms of outreach.

- Fostered and fortified strong, mutually beneficial relationships with Microsoft, Adobe, Symantec, McAfee, HP, VMware, Amazon Web Service, EMC, Lenovo, and other strategic partners.
- Demonstrated tremendous energy and unyielding commitment to being in front of customers as often as possible to create and expand relationships.

~ Earlier SHI experience as **Human Resources Assistant** (1997 to 1998), hiring employees to all SHI divisions; and as **Inside Account Manager** (1995 to 1997), answering customer calls, quoting product, placing orders, and providing support to North Carolina accounts. ~

Education

Bachelor of Arts Degree in Psychology and Sociology

RUTGERS COLLEGE, New Brunswick, NJ

Double Major; Honor's Graduate

Professional Development:

Microsoft Sales Professional Certification • VMWare Sales Specialist • McAfee Certified Sales Professional

Alison Turner

6535 102nd Place NE
Kirkland, WA 98033

425-974-5997
alison_turner@shi.com

Sales Leadership • Collaboration • Customer Focus

Technology sales leader with 20+ years of experience with Public Sector customers. Enjoy leading a team to establish long-term customer relationships and exceed customer expectations.

EMPLOYMENT OVERVIEW

Director West Region, State & Local Government and Education **September 2013-Present**
SHI, Seattle WA

Manage a team of field-based Account Executives working with Public Sector accounts in SHI's West Region. Work closely with team, customers, and partners to craft and deliver custom IT solutions for all aspects of customers' environments, from software and hardware procurement to IT asset management and cloud computing. Coordinate resources within SHI and key partners to grow and maintain mutually beneficial customer relationships.

Senior Licensing Sales Specialist **October 2011 – September 2013**
Microsoft, Seattle WA

Entrusted to drive complex software licensing solutions for key Academic customers in the Western U.S. to increase account penetration and exceed sales commitments in excess of \$90 million annually. Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts, and followed through with partners and customers to ensure successful implementation. Led special project on behalf of all Public Sector to close critical deals on time at end of each Half.

Senior Regional Sales Manager, Software, Major Public Accounts
Dell, Seattle WA **November 2007 – October 2011**

Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts (state, local and education customers) across the country, representing over \$600 million annual revenue. Recruited, coached, evaluated, rewarded, and managed staff of up to 15 field Account Executives. Coordinated software proposals, including writing proposal content, which resulted in Dell statewide software contracts in 36 states and numerous additional purchasing agreements. Proactively aligned efforts with other departments within Dell, including core (hardware) sales teams, software inside sales teams, contracts, proposals, legal, finance, and marketing, as well as with external partners. Trusted advisor for state government and education IT and procurement initiatives. Exceeded revenue goals each year in the position.

Director, State & Local Government and Education
ASAP Software, Seattle WA **May 2007 – November 2007**

And formerly

National Manager, State & Local Government and Education
ASAP Software, Seattle WA **April 2001 – May 2007**

Responsible for segment of the company's business generating over \$100 million annual revenue. Developed and maintained strong key customer relationships, helped state and local government and education customers develop RFPs to determine suppliers, and acted as Project Manager for major software proposals, including writing the proposal content. Managed a team of up to 15 field sales professionals, successfully led this team through organizational change following the acquisition of ASAP Software by Dell, and maintained strong team loyalty and retention during this time. Also led efforts to acclimate customers to the changes following the acquisition and maintained strong customer loyalty and retention throughout changes in internal processes.

Senior Account Executive, State & Local Government and Education
ASAP Software, Seattle WA **September 1999 – March 2001**

Field sales representative responsible for all state and local government and academic software sales in a 23-state region. Surpassed revenue goals in excess of \$25 million per year. Regularly met with key customers and prospects and developed long-standing relationships with lasting impact.

Inside Sales Manager, State & Local Government and Education

ASAP Software, Buffalo Grove IL

November 1997 – August 1999

Managed a team of 13 Inside Account Managers. Instrumental in identifying, winning, implementing and supporting long-term statewide software contracts and other purchasing agreements. Developed and implemented operational processes to support customers' needs, and trained sales representatives and managers on these operations.

Senior Inside Sales Representative

ASAP Software, Buffalo Grove IL

August 1996 – October 1997

And formerly

Inside Sales Representative

ASAP Software, Buffalo Grove IL

July 1994 – July 1996

Responsible for all government sales (federal, state, local and academic) in a 4-state territory. Won, implemented and personally managed new software Volume Licensing Agreements for major customers including State of Illinois, State of Indiana, and Wright-Patterson Air Force Base.

EDUCATION AND CERTIFICATIONS

Masters of Business Administration

Marketing Concentration, Washington University, St. Louis MO

Ranked in top 10% of class

May 1993

Bachelor of Arts

Marketing Major, Kansas State University, Manhattan KS

Graduated Summa Cum Laude, GPA 3.98/4.0

May 1991

Microsoft Certified Professional

June 2011



Volume Licensing Specialist, Large Organizations

RECOGNITION AND AWARDS

SHI Chairman Club

Achieved Chairman Club Award, 2015.

Microsoft Circle of Excellence

Recognized for pursuit of excellence with Microsoft's Gold Club Award 2013.

Dell Rewards & Recognition Program

Q2 FY11 Silver Award recipient, for outstanding achievement which positively affects the Business Unit's Fiscal Year Initiatives.

ASAP Software President's Club

Achieved President's Club Award, ASAP Software's highest sales recognition, in: 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2004, 2005, 2006 and 2007.

PROFESSIONAL EXPERIENCE

SHI International, Corp. **Denver, CO** **2009 to Present**

Public Sector Account Executive

2010 - Present

- Responsible for maintaining the WSCA SVAR Contract in Arizona and Nevada for State Local Government.
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within the organization.
- Act as an advisor for customers to determine the best value for their needs.

Services Executive, West Region

2009 - 2010

SHI is a privately held reseller providing Software, Hardware and Integration to customers across the U.S., Asia-Pac, Western Europe, UK and Canada.

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Responsible for supporting Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

TEKsystems, Inc. **Westminster, CO** **2004 to 2009**

Senior Technical Recruiter

TEKsystems is the largest staffing and services provider in the nation with over 90 offices across the U.S. and several offices in Canada and United Kingdom.

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

Natural Data **Denver, CO** **2003 to 2004**

Account Manager/Recruiter

Natural Data, Inc. is a staffing firm specializing in meeting the needs of small, medium and Fortune 1000 companies.

ConsultNet **Denver, CO** **1999 to 2003**

Technical Recruiter Account Manager

ConsultNet is an IT staffing company in the Denver area. The company has 5 locations in various states.

EDUCATION & ACTIVITIES

Community College of Denver **Denver, CO** **1998**

Affiliations - Sponsor and member of Denver Java User Group, Boulder Java User Group

Professional Development - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified **2009/2014**
McAfee Sales Professional Certified **2010**

Professional references provided upon request.

LYNN FARMER

7807 N. 4th Place • Phoenix, AZ 85020 • 602.692.6261 • LynnFarmerAZ@gmail.com

Account Executive

- Skilled at all levels of the Consultative/Solution Selling process; **strong** in building rapport and long-term relationships with customers.
- Experienced hunter with the **proven** ability to build/grow a territory, penetrate new customers and build market share. Track record of creating award-winning territories.
- Proven ability **cultivating** and maintaining long-term client relationships to grow revenue.
- Highly effective time manager with excellent organizational and **follow-through** abilities.
- Well-developed persuasive and communication skills; able to interact with individuals at all levels.

Qualification Highlights

- Territory Management
- Consultative Solution Selling
- Account Management
- Experienced with Channel Partner
- Business Development
- Time & Resource Management

PROFESSIONAL EXPERIENCE

Account Executive

10/2011 – Present

SHI International ✧ Phoenix, AZ

State, Local, and Education

- Responsible for developing relationships with new and existing customers in State, Local, and Educational markets in Arizona, New Mexico and Wyoming. Primary responsibilities are selling Software and Hardware solutions. Working with C Level Management and Technology Directors.

Senior Account Executive

11/2007 – 10/2011

Dell Inc. ✧ Phoenix, AZ

State, Local and Education

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, and Educational markets across Arizona, New Mexico, Nevada, and Colorado.

Account Executive

8/2001 – 11/2007

ASAP Software ✧ Phoenix, AZ

State, Local, Education and Healthcare

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, Educational and Healthcare markets across Arizona, New Mexico, Nevada, Colorado and Utah.

Account Executive

11/1999 – 7/2001

WareForce Inc. ✧ Phoenix, AZ

State, Local, Education and Healthcare

- **Recruited by customer.** Employer hired me to build and expand the Arizona market selling a broad portfolio of hardware and software products. Called on senior-level decision makers including CIO's, IT Directors, and IT Managers.

Account Executive
MicroAge ✧ Phoenix, AZ

1/1995 – 11/1999

State, Local, and Education

- Cultivated and established long-term relationships with CIO's, IT Managers, and purchasing agents throughout the State of Arizona.
- Marketed and sold hardware and software products to government and education accounts.

Account Executive
Franklin Covey (formerly Time Systems, Inc.) ✧ Phoenix, AZ

5/1988 – 1/1995

- Sold a wide variety of time management solutions to business accounts located in Arizona and California.

EDUCATION / TRAINING / CERTIFICATIONS

Glendale Community College, Glendale, AZ

~ AA Degree in Applied Science, Banking, and Finance ~

Dale Carnegie Sales Training * Certified Software Manager * Microsoft Solution Selling * Salesforce.com

Andrea K. Keno

 **4344 South Craftsman Court, Spokane, Washington 99223** 
208.660.2715  **akkeno@gmail.com**

Solution Sales Specialist ▪ Account Executive ▪ Contract Manager ▪ Customer Relations Manager

QUALIFICATIONS PROFILE

Goal-driven, well-disciplined, and self-motivated professional with proven ability to effectively handle various tasks and responsibilities. Expert at managing and maintaining sales accounts, and multimillion-dollar contracts as well as providing exceptional customer service and public relations. Known for exceptional work ethic and great multitasking aptitudes; highly adept at working independently or as part of a team. Equipped with well-honed communication and interpersonal skills, with the ability to work with all levels of individuals.

PROFESSIONAL EXPERIENCE

GOVERNMENT SOLUTION SALES ACCOUNT EXECUTIVE- (*Washington, Idaho, Montana, Alaska, and Hawaii*)

SHI International Corp. • Spokane, WA

Nov 2013- Current

- ◆ Representing one of the leading International Large Account Technology Resellers as the Regional Government Solution Sales Account Executive and Business Development Manager for over 250 customers across 5 states.
- ◆ Assist customers to meet their business strategies and government initiatives by assessing and adopting comprehensive technology solutions compiled from a variety of manufacturer partnerships and a managed portfolio of 200,000 vendors and integrators.
- ◆ Facilitate, negotiate, and manage multi-segmented statewide reseller contracts encompassing of hundreds of smaller underlying contracts for state and local entities, resulting in multimillion dollar business opportunities.

Key Highlight:

Prospecting to build new territories as well as expand opportunities within existing client database resulting in unprecedented growth numbers for the region.

MICROSOFT LICENSING SPECIALIST (*West Region*)

Sogeti (Working as a Microsoft Contractor) • Spokane, WA

Nov 2012- June 2013

- ◆ Drove new Microsoft business by negotiating and developing customized annuity plans and pricing proposals, as well as drafted and executed deal specific contract documents.
- ◆ Managed and grew existing Microsoft contracts within a client base consisting of cities, counties, municipalities, and public hospitals by collaborating with territory account managers, strategic engagement managers, and industry partners.

Key Highlight:

Microsoft Licensing Sales Specialist and primary contact responsible for providing subject matter expertise relative to program specific contract guidance, product education, and licensing consultation to clients, resellers, and sales teams.

SOFTWARE SALES ACCOUNT EXECUTIVE (*Washington, Idaho, Montana, North Dakota, South Dakota, Wyoming, and Nevada*)

Dell Inc. • Spokane, WA

2007-2012

- ◆ Rendered consultative assistance to new and existing public clients comprised of state departments, large counties, and higher education institutions as a computer software consultant and large account reseller (LAR) across 7 states and 350 to 400 customer accounts.
- ◆ Gained sales and marketing skills by actively engaging in promotional activities such as tradeshow and industry conventions; organizing and facilitating consumer seminars and presentations.

- ♦ Developed a wide-ranging cost analysis and sales proposals to share knowledge and provide recommendations to customers on software products and licensing programs appropriate to their specific needs and assist them with adoption, deployment, and application of software solutions.
- ♦ Established a reputation of integrity, knowledge, and accountability to attract and preserve loyal clients while acting as their software solutions provider with a portfolio of over 2000 software publishers
- ♦ Generated accurate sales forecasts on weekly, monthly, and quarterly basis, while also consistently finishing within the top percentile of quota achievement.

Key Highlight:

Received *Dell Bronze Award* for exceeding job requirements in 2011.

EDUCATION

BACHELOR OF ARTS IN PSYCHOLOGY, MINOR IN BUSINESS ADMINISTRATION: 2005
Western Washington University (WWU) • *Bellingham, WA*

Brandon Barkley
2180 Tuscana Ave S
Salem, OR 97306
503.510.4813
brandon_barkley@shi.com

Experienced technology sales professional with a long history of building relationships with and exceeding the expectations of both customers and partners alike.

PROFESSIONAL PROFILE:

- Self-motivated, results-oriented professional with strong problem solving skills
 - Proven record of consistent success in exceeding sales targets
 - Experienced in cultivating strong relationships with clients, business partners, and team members
 - Strong interpersonal, leadership, and organizational skills
 - Excellent verbal and written communication skills
-

PROFESSIONAL EXPERIENCE:

Jan 2014 to Current **SHI International Corp – Salem, OR**
Account Executive, Public Sector

Responsibilities Include:

- Engaging with both existing and prospective customers to create and maintain a position as a trusted advisor and partner
- Providing consultation and guidance to customers regarding their IT needs and helping to design and procure solutions to fulfill them
- Developing valued relationships with publishers to become their trusted channel partners while also ensuring best value, pricing, and support for customers
- Building up SHI market share by championing the expertise, knowledge, and value-add that the company and account team provide over the competition
- Navigate internal departments and processes to ensure that customers receive best in class service
- Visiting with customers both over the phone and in the field to advocate SHI's commitment to their success and our partnership
- Continuously refreshing product and industry knowledge in order to best serve the customers' needs
- Understanding and managing volume licensing and accompanying agreements, particularly in relation to Microsoft, and being able to make the information more digestible for customers
- Working with partners and internal resources on the development of solutions to propose in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into viable customer solutions

Feb 2013 to Dec 2013 **Dell - Buffalo Grove, IL**
Microsoft Licensing Specialist

Responsibilities Include:

- Engaging closely with customers and Microsoft representatives to effectively and efficiently manage all aspects of 230+ Enterprise Agreements held with State and Local government customers within a geographic territory
- Managing all licensing and agreements in Microsoft Volume Licensing for several Federal government agencies
- Thorough understanding of Microsoft licensing and agreements in the public space with an ability to effectively relate the information to clients
- Develop and deliver training on Microsoft volume licensing to sales teams both on the floor and in scheduled presentations
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into a new and actionable EA opportunities
- Retaining existing customers and capturing new ones by building relationships and reputation within a geographic territory

- Received the highest possible performance review rating for a fifth straight year

Apr 2006 to Feb 2013

**Dell - Buffalo Grove, IL
Inside Product Specialist**

Responsibilities Include:

- Attaining 125% of a \$37M sales goal through the business-to-Government and channel sales of software applications and services while increasing territory sales by 5.5% year over year
- Managing and maintaining over 300 Government Agencies within a geographic territory
- Thorough understanding of various publishers' products, licensing, and agreements in the public space with an ability to effectively relate the information to clients
- Working closely with customers and publisher representatives to effectively and efficiently manage all aspects of the customer's software environment
- Managing Client-Vendor relationships to increase client productivity and improve ROI
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Driving sales through the development of strong relationships with IT Staff and purchasers
- Managing the requirements to deliver overall solutions based on client specifications and software upgrade plans
- Expanding current business through relationship building and competitive positioning within the industry
- Received MPA Rep of the Year, West Coast, for FY11 and MPA Rep of the Half, West Coast, for H1FY12

PROFESSIONAL EXPERIENCE:

Responsibilities from jobs held between 1999 and 2006 provided for a solid foundation on which my career could be built by providing continued experience and development in leadership, customer relations, sales, time management, and organizational skills.

Sep 2004 to Apr 2006

**Fifth Third Bank - Barrington, IL
Lead Teller**

Mar 2001 to Oct 2004

**Blockbuster Video - Barrington, IL
Shift Leader**

Feb 1999 to Feb 2002

**Kerasotes Theatres – Lake in the Hills, IL
Shift Leader**

EDUCATION:

Dec 2005

**McHenry County College – Crystal Lake, IL
A.A. in Arts, English**

HEATHER FRITSCHÉ

60 Four T Ranch Road, Georgetown, TX 78633 ☎ (719) 645-9951 ✉ heather.fritsche@yahoo.com

ACCOUNT EXECUTIVE

Software Licensing Expert | Public Contracts Specialist | Certified Solution Sales Professional

Seasoned account executive with proven track record for success in the public sector. Extensive expertise in client needs analysis with consultative approach to software, IT hardware and services sales. Confident presenter, negotiator, and educator able to establish strong relationships with customer and strategic partners as a trusted advisor. Microsoft Certified Professional. Available for travel. Core Competencies include:

- Business Development & Expansion
- Multi-contract management
- Sales Team Building & Leadership
- Key Account Relationship Management
- New Product Technology Launches
- Executive Negotiations & Presentations
- Develop Professional Alliances & Partnerships
- Positive Attitude & Personally motivated

PROFESSIONAL EXPERIENCE

SOLUTIONS ACCOUNT EXECUTIVE for PUBLIC SECTOR COLORADO | FEB 2015 – PRESENT | SHI INTL, DENVER, CO

Trusted advisor to SHI Public Sector customers in Colorado on software products and volume licensing programs as well as hardware solutions and state contracts. Actively partner with manufacturers to support client needs and maintain product knowledge; focus on educating clients on the latest technologies to help them achieve project goals.

INSIDE SALES MANAGER for SOFTWARE LICENSING SPECIALISTS | AUG 2012 – JAN 2015 | DELL, ROUND ROCK, TX

Managed a team of Microsoft Software Licensing Specialists with customers in State and Local, Education, and Healthcare Life Sciences segments and then Technical Software Representatives supporting Enterprise customers. Worked with internal and external sales teams to creatively grow current or contracted business, strategically grow business with non-contracted customers, and proactively manage renewals. Partnered with Microsoft team & other publisher teams to promote key products and services to educate our internal teams on licensing options and our customers on new products. Maintained fluid contracts datasheet for public contracts held by Dell. Trained various teams on Microsoft programs, products licensing, state contracts, internal processes at both Dell & Microsoft. Most recent sales attainments: Q3FY14 119%, Q2FY14 116%

SOFTWARE ACCOUNT EXECUTIVE for PUBLIC SECTOR | DEC 2006 – AUG 2012 | DELL, SAN DIEGO, CA

Aggressively sought new opportunities to grow business by being a trusted advisor and partner to customers and publishers for \$90M territory. Successfully sold into state, local and education customers by being preferred reseller for third party software publishers like Microsoft, Adobe, VMWare, Symantec, and many others. Conducted face to face, consultative meetings to keep customer informed about software volume license programs and contracts, with a focus on helping customers implement cost effective and innovative IT solutions. Created numerous efficiencies to manage opportunities, sales objectives, and busy travel schedule through use of Salesforce.com, Outlook, OneNote, and other proprietary applications. Assembled and responded to RFP/Bids for new or renewal software business.

GOVERNMENT INSIDE SALES SOFTWARE SPECIALIST | JUN 2002 – AUG 2005 | ASAP SOFTWARE, BUFFALO GROVE, IL

Accomplished inside sales account manager for state, local, & education customers in a number of different states. High volume territories required extreme attention to detail, ability to multi task, organization, and independent decision making. Regularly increased sales in established territory year over year by building customer relationships, prospecting, and cross-selling complimentary solutions. Continually recognized by customers and publishers for outstanding customer service and knowledge of products/services. Daily use of MS Office, Lotus Notes, Saleslogix, internet, and reporting tools. Created curriculum & taught course for Effective Business Communication as ASAP University Instructor. Obtained industry specific certifications with Microsoft, Novell, CA and Adobe. Lead or was involved with independent projects: bids, product promotions, and customer call campaigns.

AWARDS & RECOGNITION

- “Software AE of the Half” H1 FY2012 (Feb 2011 – July 2011): Exceed sales goals by achieving 154% of revenue goal and 112% of margin goal which blended to a 138% quota attainment.
- Microsoft Public LAR Award for FY2013: Personally recognized by MS for exceeding goals and KPI’s for the year.

PROFESSIONAL CERTIFICATIONS:

- Microsoft Certified Professional (MCP) May 2012

Dan Pressley

Account Executive - SHI

Public Sector / Education / Government



299 W. 1100 S. Lehi, UT 84043
edpressley@gmail.com - (801) 735-2055

Dan Pressley is a full-time dedicated Account Rep for education in MT, ID, UT, and NV (as well as government for UT). He has been with SHI for over 4 years (2011-2015) supporting large and small education and government accounts (K12-High Ed, SLG). He is familiar with the particular needs of academic and government institutions, and understands how to effectively deliver their specific requirements. Dan has successful experience setting up and delivering statewide consortium licensing and is able to provide customer references accordingly. Dan has extensive experience successfully managing WSCA- NASPO business.

Prior to joining SHI in April 2011, Dan worked for other software publishers including Novell Inc. (2004-2008), Infor Global Solutions (2008-2010), and Access Technology Solutions (2010-2011) providing sales, customer service, and licensing support. Dan has an aggregate of 20 years of customer service experience, and 15 years of sales experience. Dan holds a bachelor’s degree from Utah State University cum laude (graduated 2006). Dan resides in Lehi, Utah, with his wife and four daughters and is an avid outdoorsman.

Account Executive ~ Territory Management ~ Technology Sales

8 time winner of Presidents Club / Circle of Excellence / Chairman’s Club Award for quota retirement. Proactive, driven self-starter with demonstrated experience finding and closing key deals. Proven ability to cultivate and maintain successful relationships with decision makers. Resourceful team player collaboratively finds ways to overcome obstacles to make a deal. Expertise includes:

Account Management	Channel Partnership	Negotiation/Objection Resolution
Customer Satisfaction	Forecast Accuracy	Solution Sales Methodology
Sales Cycle Management	Order Processing	Internal Application Competence
Contract Negotiation	Prospecting	Presentations

Professional Experience

SHI (Software House International), Somerset NJ, www.shi.com

Account Executive, State/Local/Education for software provider, 04/2011 to Present

- Managed 4 state territory, responsible for SLED with a multi-million dollar book of business. Uncovered and closed opportunities for software, hardware, and services by working with c-level management contacts and exclusively managing all deals through the entire sales cycle. Transformed the area by displacing competitors and consolidating virtually every possible account onto SHI. Cultivated an excellent reputation in the area and excellent critical mass of business volume by strategically differentiating in a highly competitive commodity sales environment.
 - 100+% attainment 2011. Presidents Club qualifier. Added ~\$3.2M in net new business revenue and ~\$215K in net new GM.
 - 100+% attainment 2012. Presidents Club qualifier. Added ~\$2.9M in net new business revenue and ~\$200K in net new GM.
 - 100+% attainment 2013. Added ~\$2.8M in net new business revenue and ~\$160K in net new GM.

Access Technology Solutions., Provo, UT, www.corporateaccesssts.com

Account Executive, K12 and Higher Ed for software provider, 06/2010 to 04/2011

- New business exclusively, sold into C-Level commercial SMB mid-market accounts

INFOR, INC., South Jordan, UT, www.infor.com

Direct Account Manager, Named Accounts for software provider, 08/2008 to 06/2010

- Solely responsible for up-sell / cross-sell business among named accounts and former customers. Created business value by uncovering customer pains and proposing solutions to solve business problems. Quarter-backed RFP's, coordinated technical consultants, and performing detailed analysis for customers to provide technical / financial justification for acquisition spend.
 - 117% attainment 2009 during industry downturn (Top 20 sales reps company-wide).

NOVELL, INC., Provo, UT, www.novell.com

Inside Sales Representative, Named Accounts for software provider, 06/2004 to 06/2008

- Managed new business and renewal business for STLG accounts in 9 states often without outside field help. Responsible for account development, customer satisfaction, channel satisfaction, channel partnerships, and support relationships.
 - 101% attainment 2008 (top 10% of sales organization). Presidents Club qualifier.
 - 108% attainment 2009 (top 10% of sales organization). Presidents Club qualifier.
 - 114% attainment 2010 (top 10% of sales organization). Presidents Club qualifier.
 - 103% attainment 2011 (top 10% of sales organization). Presidents Club qualifier.

Education

UTAH STATE UNIVERSITY, Logan, UT

BS, Cum Laude in Business, August 2006

- 3.5 Cumulative GPA
- Dean's List 4.0 GPA (2000, 2004)

Professional Awards

- SHI Presidents Club 2011, 2012
- Infor Sales Rep of the Quarter 2010
- Novell Breakaway Award 2007, 2008
- Novell President's Club 2005, 2006, 2007, 2008
- Infor President's Club (COE) 2009
- Novell Employee of the Month 2006, 2007
- Novell RACE Award 2006

DEBBIE BIEBER

5819 Chambertin Drive
San Jose, CA 95118

Phone: 408-232-0855
Fax: 408-232-0856
E-Mail: debbie_bieber@shi.com

Experience	1995–Present	SHI International Corp.	Somerset,NJ
	Account Executive		
	<ul style="list-style-type: none">▪ Responsible for developing and maintaining a government accounts in Northern California.▪ Selling computer software, hardware, and related services.		
	1993–1995	SHI International Corp.	Somerset, NJ
	Inside Sales Rep/Regional Office Manager		
	<ul style="list-style-type: none">▪ Provided sales support to the Hewlett Packard account.▪ Managed same day delivery program of software and peripherals.▪ Responsible for other inside sales reps and support personnel in the regional office.		
	1989–1993	IBM Corporation	San Jose, CA
	Purchasing Expediter		
	<ul style="list-style-type: none">▪ Liaison between IBM and outside vendors for order status inquiries.▪ Support work for buyers and requestors.		
	1986–1989	IBM Corporation	San Jose, CA
	Stockroom Attendant		
	<ul style="list-style-type: none">▪ Responsible for maintaining stock of parts and assisting users.▪ Administrative support and data entry.		
Education	1990–1993	San Jose State University	San Jose, CA
	<ul style="list-style-type: none">▪ M.S. Clinical Psychology.		
	1986-1990	Santa Clara University	Santa Clara, CA
	<ul style="list-style-type: none">▪ B.S. Psychology.		
Interests	Ballet, gardening, cooking.		

GUILLERMO ORTIZ

PROFESSIONAL SUMMARY

Accomplished Technology sales professional with a proven track record of solving complex business problems, leading to successful stints in both inside and field based positions. History of positive collaboration with colleagues, partners, and clients.

Experience

2009-present SHI International Corporation San Diego, CA

Account Executive

SHI is a global provider of Information Technology product and services. Account Executives are charged with the growth and development of assigned territory through all forms of sales activity

- Manage major government entities in Southern California including Orange County, Los Angeles County and San Diego County
- Identify and Build relationships with all levels of customer personnel from purchaser to management/C level
- Engage with customers to uncover strategic business initiatives and collaborate with them to help achieve goals
- Develop business relationships by understanding customer challenges, recommending solutions and delivering on customer expectations.
- Manage licensing contracts, renewals, and overall business for 50+ buying customers

2005-2008 Softchoice Corporation Chicago, IL

Inside Sales Account Manager

Softchoice is a provider of Information Technology product and services. Inside Account Managers are tasked with managing the day to day relationship with customer base.

- Manage daily responsibilities including generating proposals, answering customer questions, introducing solutions, and developing new business
- Work with Field based reps to propose appropriate solutions to meet customer needs
- Supported three field based reps
- Appointed Team Lead of Government inside sales team in 2007. Responsibilities included providing coaching to new team members, and management of forecasts/metrics in partnership with management

Education

1998-2002 University of Iowa Iowa City, IA

- B.A. Economics
- Minors in Marketing and Sociology

Relevant Skills

Contract Negotiation/ Account Management/ Relationship Based Selling/Account Development/Solution Selling

Martin Barrett

202 Graham Street, Stratford, CT 06615 | barrettsisus@yahoo.com | 203-394-3264

Key Account Development & Management	Strategic Sales & Territory Planning	Customer Development & Retention
Entrepreneur: Owner/Operator of BarrettFam Creations	Logistical Coordination & Control	Contract Negotiation

History of Success - Work History:

SHI

Somerset, NJ

Dates: 1/2015 – Present

Position: Account Executive

- Support and grow customer base within assigned territory
- Provide consultation to customers regarding their IT solution needs
- Work with state agencies in promoting SHI's NASPO state contract offering
- Manage Connecticut and Rhode Island state and local business
- Develop strategies to grow SHI's footprint by providing world class IT solutions
- Put in place PSR (Public Sector Roundtable) events bringing IT and law enforcement together

GovConnection Inc

Merrimack, NH

Dates: 7/2003 – 1/2015

Position: Senior Account Executive

- During my tenure of success I have achieved Presidential Club status, recognition for growth in under-performing accounts and growing key partners, consecutive Lenovo Legends awards, HPN Networking Award, Xerox Growth Cruise, and Sales MVP based on company set goals and standards.
- Business Development: Developed and implemented personal sales campaigns within territory in partnership with manufacturer reps and internal departments.
- In addition to personal production, assist as a mentor to new associates within sales and activation environment. Play a key role as a critical liaison for internal departments in the RFP/Contract preparation, equipment rollout, and all matters of credit and service issues within territory.

TechDepot

Trumbull, CT

Dates: 1/2003 – 6/2003

Position: Strategic Account Manager

- Charged with the responsibility of the management of the newly acquired Homeland Security account. Managed, developed, and cultivated 10M in combined government sales confirmed and projected.
- Developed a sought after prospecting plan based on "Income Producing Activities": call activity, sales data, client review and retention, and creating marketing promotions.
- Sales Management: Developed a strong leadership role with all freshman and sophomore sales reps. My daily consistent action as a Sales Mentor, they mirrored, and achieved their own results along with the company desired results.

MicroWarehouse Inc

Norwalk, CT

Dates: 8/1999 – 1/2003**Position:** Senior Account Manager

- Chosen to be the "Brand" at industry trade events, while managing and growing a voluminous book of business well over 4.5M+ in revenue.
- Sales Management: Personally responsible for the management and growth of a vast sales territory for company. Micro-Managed client relationships in the matters of credit and post-sales service to ensure customer retention and development.

Konica Minolta

Waterbury, CT

Dates: 5/1998 – 4/1999**Position:** Field Sales Representative

- Achieved a new product placement within one of Connecticut's largest transit authorities.
- Developed new ground that company was not previously engaged within.
- Established the first color peripheral placement within assigned territory.

EDUCATION:

Housatonic Community College – Business Associate Degree in Pursuit

Basho Strategies Sales Training 2008

Kevin Farrell

Kevin_Farrell@shi.com; 512-739-5476

SHI: Account Executive & Sales Manager

March 1999-present. Acted in Sales and Sales Management roles during 16 year history with SHI. Currently the Field Account Executive for State and Local Government and Education customers in North Dakota and South Dakota.

MicroWarehouse: Account Manager & Sales Manager

July 1997-March 1999. Worked with State and Local Government and Education customers in various areas of the country, in both Sales and Sales Management positions.

Pitney-Bowes: Sales Representative

January 1997-July 1997. Small Business door-to-door sales of mailing machines in CT.

Dell: Sales Representative

January 1996-September 1996. Personal sales rep for four months, then SMB.

Kaplan: Instructor, Sales Manager

January 1994-May 1997. Taught GMAT, SAT, GRE, and LSAT courses in Texas and CT. Co-Managed a call center for the Southwest region selling all Kaplan courses.

Education:

University of Texas BA in English 1990, BS in Speech Communication 1993

Awards:

Various awards and certifications from Microsoft, Adobe, McAfee, Symantec, Dell, HP, Kaplan, and a couple other manufacturers.

David Rounds

Account Executive/Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas

Education:

- o Attended Middlesex Community College 93-95

Skills:

- o Strong Software Volume Licensing Knowledge
- o Successful Experience with Public Sector RFP's, Contracts and Proposals
- o Account Management

Certifications:

- o IBM Curam Solutions Sales Mastery
- o Microsoft Design & Providing Microsoft Volume Licensing to Large Organizations
- o Microsoft Designing, Assessing, and Optimizing Software Asset mgmt. (SAM)
- o HP ESSN
- o VMWare VSP
- o McAfee Sales Professional

Experience:

- o SHI International Corp. 7/13/98 – Present (17+ years)
 - Order Entry for State of Texas Government and Academic accounts 7/13/98 – 7/21/99
 - Inside Sales for State of Texas Government and Academic accounts 7/22/99 – 10/26/99
 - Inside and Outside Sales Rep for Arkansas, Oklahoma, Kansas and New Mexico 10/27/99 – 4/27/00
 - Outside Sales Account Executive for Arkansas, Oklahoma, Kansas and New Mexico 4/27/00 – 12/31/2011
 - Account Executive/Regional Manager for Missouri, Oklahoma, Kansas and Arkansas (MOKA) 1/1/2012 to present.
 - 15 years field experience managing \$60M+ in IT spend on average. Adding and negotiating statewide contracts yearly. Currently managing a team of 4 Account Executives, 6 Inside reps and 2 sales support.

Activities/Hobbies:

- o Golf, Motorcycles, biking, hiking, anything outdoors. Spending time with family.

PROFESSIONAL PROFILE:

A results oriented sales and operations management professional, with over 10 years of expertise in supporting customers and employees in the Information Technology industry. Qualifications include:

- Team Leadership
- Training & Communications
- Management & Development
- Customer Service
- Account Management
- Project Management
- Solutions focused
- Account Management
- System enhancements

EXPERIENCE:**SHI International Corp. – Somerset, NJ****June 2004 – Present****Senior Inside Sales Manager – Public Sector (April 2009 – Present)**

- Management of SHI's growing Public Sector Inside Sales Division
- Setting new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers
- Responsible for the division of territories as needed to maintain inside support and coverage
- Point of escalation for customers and Public Sector Directors to address support issues
- Management of Internal projects and providing status and updates to completion
- Collaborate with internal teams to create new tools with added functionality for customers
- Meeting deadlines and consistently setting goals and expectations for Public Sector Inside Sales Division

Inside Sales Manager/ GSA Administrator (October 2005 –April 2009)

- Promoted to dual role - Inside Sales Manager & GSA Administrator
- Managed and trained six Public Sector Inside Sales Teams
- Maintained high morale among the team, by creating a healthy work environment and incentive programs
- Point of escalation for Customers and Account Executives to address support issues
- Managed and grew SHI's existing GSA Contract
- Created proposals and modifications to the SHI's GSA Schedule
- Passed annual GSA Audits for continued contract renewal
- Met and reviewed products with prospective vendors to consider for addition on SHI's GSA Schedule

Inside Account Manager – Federal Accounts (June 2004 – October 2005)

- Created quote proposals for Information Technology products & services
- Solicited business through follow up calls and competitive pricing
- Effectively communicated with customers, providing World Class Support
- Processed customer orders and provided consistent updates for status and tracking
- Escalated issues to management for assistance when required

Ekornes, Inc. – Somerset, NJ**March 2001 – May 2004****Customer Service Representative & Lead Trainer**

- Managed a group of accounts, while providing clients with excellent service
- Completed order entry and provided customers with order status and tracking
- Ensured accuracy of shipped products and filed claims with insurance companies
- Promoted to Lead Trainer for Customer Service Representative (CSR's)
- Created training material and documentation for newly hired CSR's
- Assisted new CSR's with questions regarding Ekornes products and resources

Madison Suites Hotel – Somerset, NJ**August 1997 – March 2001****Guest Service Agent & Front Office Manager**

- Responsible for guest check in and check out
- Maintained a cash drawer and completed reports, ensuring all transactions and cash payments received
- Interviewed and hired Guest Services Agents and Auditors
- Scheduled and supervised staff of 6 employees
- Managed and maintained long term guest accounts
- First point of contact for guest complaints and escalations
- Provided excellent service and ensured business guests rebooked for future stays

EDUCATION:**Rutgers University, New Brunswick, NJ****September 1997 – May 2002***Bachelor of Arts in Political Science**Minor in Middle Eastern Studies**Professional and personal references available upon request*

- 1.3 Account Management Team— Provide a description of the responsibilities of the dedicated account management team(s) that would be assigned to each Participating State under resultant contract. Include a description of how the account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

SHI Response:

SHI supports each of our customers with a dedicated Account Team, whose members are dedicated to and specialize in supporting the unique needs of Public Sector customers. In general, the following provides an overview of the typical Account Team structure:

Statewide Account Manager—Senior level sales position that coordinates and executes the terms and conditions of SVAR contract with the State, Local, & Education Account Teams.

Field Account Executives (AE)—Direct sales related position with a goal of understanding their customers' vision and mission in order to address their specific needs. Responsibilities include establishing a customized service and support plan, resolving issues, and other topics critical to account development.

Inside Account Executives (IAE)—Provide specialized support for small and medium sized Local Government and K-12 customers throughout the State they support, ensuring that even customers who are smaller or geographically dispersed will receive the same outstanding, proactive level of service that larger or centrally located customers receive.

Managers, Inside Sales Support—Coordinate, maintain, and manage the activities of the Inside Account Managers.

Inside Account Managers (IAM)—Working in partnership with the Account Executives in the field, the IAMs maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. They execute the plan established by the Account Executives for a customer.

SHI's Account Team Approach

Putting the people in place to support the customer is not enough. SHI believes that the members of the Account Team must be empowered and have the autonomy to respond to all customer requests. We have ensured that all sales personnel have the training and resources they need to immediately provide the customer with accurate, up-to-date information. The Inside Account Managers have the autonomy to execute service issues such as expedites, returns and re-ships, invoices, and special price requests.

At SHI, our people remain our greatest asset. All members of the SHI Account Team are dedicated to providing high quality customer service and support. Our success has stemmed from outstanding customer support through dedicated Account Teams, constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best.

We are committed to providing:

- Accessible, courteous, responsive and seamless customer service
- Customer service goals that are measurable and evaluated; and
- Continuous development to meet our customers' changing needs

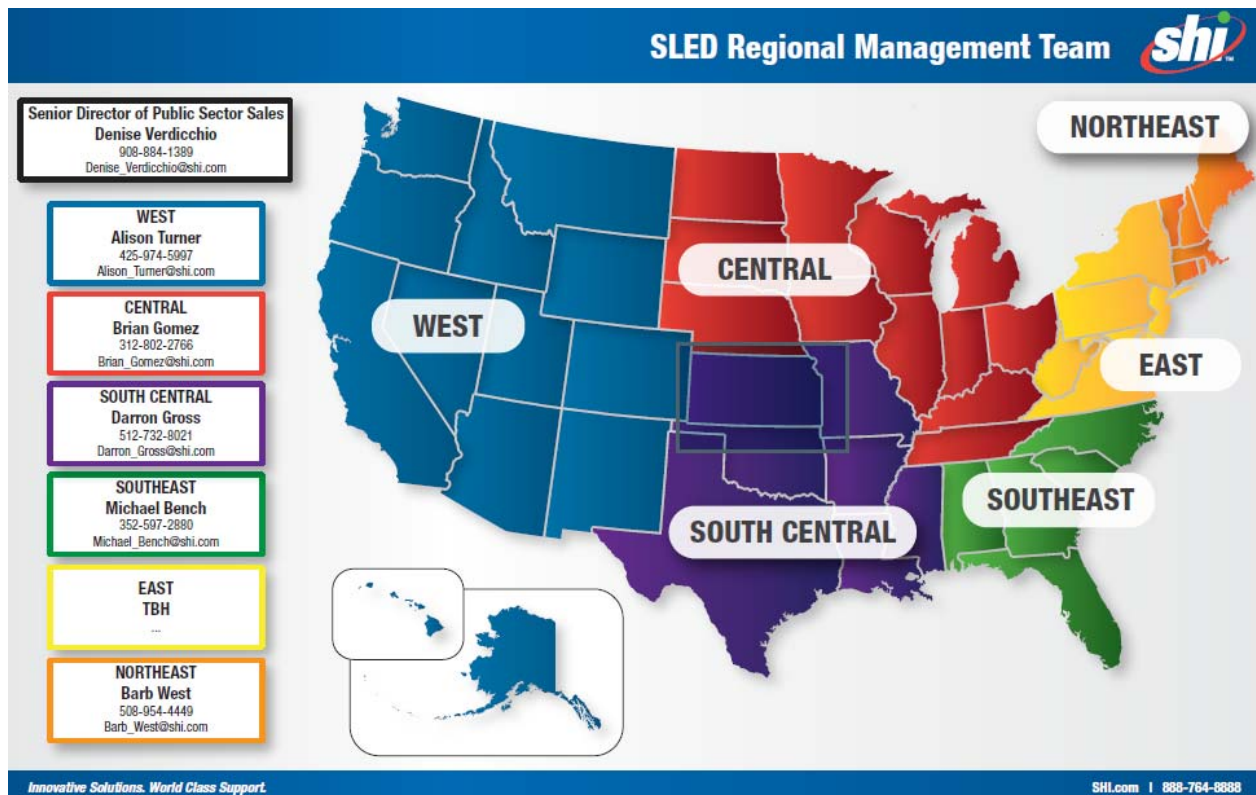
SHI has a long history of providing high quality service to our customers, as evidenced by our 99% customer retention rate. Furthermore, SHI has experienced tremendous growth over the years because of our dedication to our customers and the customized approach we take in supporting each of our customers.

The Specific SHI Teams Supporting Each State

As mentioned above, SHI provides tremendous resources in support of our Public Sector customers across the US, very capable of supporting the unique needs of multiple Participating States at the same time. SHI has an extensive outbound sales force of more than 700 Account Executives who are located throughout the United States. These Account Executives focus on specific business segments, with Account Executives specific to supporting the unique needs of those customers in Public Sector:

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

We have included maps of our various Public Sector regions to give you an idea of the locations and specializations of our Public Sector sales force across the country who will be supporting the new NASPO ValuePoint contract. The SHI Public Sector Regional Directors are shown below, followed by coverage maps for each Public Sector region.



Public Sector, Government/Education West



EDUCATION



- K12/HE Brandon Barkley
- HE E. Lupo/L. Olander
- K12 Rebecca Smith
- K12 Joni Lupo
- K12 Kristina Tiquet
- K12/HE TBH
- K12/HE Heather Fritsche
- K12/HE Dan Pressley
- K12/HE Lynn Farmer

GOVERNMENT

- State Julie Gabele
- Local (NorCal) Debbie Bieber
- Local (SoCal) Guillermo Ortiz
- S&L Andrea Keno
- S&L Dan Pressley
- S&L Heather Fritsche
- S&L Lynn Farmer
- S&L Brandon Barkley
- S&L Amelia Jakubczyk



HEALTHCARE



Healthcare Sean Whalen

Alison Turner

Regional Director, Public Sector
425-974-5997
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Kristina Tiquet
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916-282-4302
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Sean Whalen
Account Executive
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Public Sector, Government/Education Central



EDUCATION



- K12/HE Tom Wampler
- K12/HE Emilio Vargas
- HE Kevin Farrell
- K12/HE Michael Lamdagan
- K12/HE Tawnya Bonsante
- K12/HE Scot Special
- K12/HE Misty Harper
- K12/HE Joe Franzen

GOVERNMENT

- S&L Emilio Vargas
- S&L TBH
- S&L Andrew Baarson
- State Jenny Francis
- Local Greg Rohleder
- S&L Steve Burnside
- S&L Ron Nagel
- S&L Misty Harper
- S&L Joe Franzen
- S&L Kevin Farrell
- S&L Tom Wampler



HEALTHCARE



Healthcare Liz Etting

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Scot Special
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702-269-8075
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Emilio Vargas
Account Executive
913-460-5300
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Tom Wampler
Account Executive
902-254-9864
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Public Sector, Government/Education South Central

EDUCATION

MOKA

- HE** James Lynch
- K12** Ashley Myers
- K12/HE** Casey Dellapergo

TEXAS

- K12/HE** Patrick Powers
- K12/HE** Adrienne Pubytski
- K12** Lindsay Claussen
- K12/HE** Tracey Bieser
- K12** Tara Hayes
- K12/HE** Paul Thomas

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Paul Thomas
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GOVERNMENT

MOKA

- Local** Mike Jones
- S&L** David Rounds
- State** Laurie Conrad
- Local** Meghan Kepper

TEXAS

- State** Darron Gross
- State** Dave Morris
- Local** Jon Sonnen
- Local** Craig Bailey

Public Sector, Government/Education Southeast

EDUCATION

K12 Willie Ivery

HE Orlanda Rose

K12 Willie Ivery

HE Orlanda Rose

K12/HE Laura McAlister

K12/HE Christine Wilkerson

K12/HE Stephen Forsythe

North Stephen Forsythe

Central Tracey Megerle

South Lorraine Kennedy

GOVERNMENT

S&L Tony Santini

S&L Trevor Golden

S&L Michael Bench

State Michael Bench

State Carly Higginbotham

Local Dean Blackmon

Local

- North** Tom Miner
- Central** TBH
- South** Tom Naelon

HEALTHCARE

Healthcare Kyle DeYoung

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Public Sector, Government/Education East



EDUCATION

- HE (Update) John Ackerson
- HE (City) Amanda Calimano
- K12 Gerald Bianco
- HE Daniel Guzman
- K12 Angela Mensch
- K12 Bryan Rosenthal
- HE Tim Martin
- K12/HE Matt Markle
- HE John Grady
- K12 (Southeast) Jennifer Downey
- K12 (Northeast) TBH

GOVERNMENT

- S&L Dean Howell
- State TBH
- Local Gena Gentile
- State Emmy Okobi
- Local John Minnella
- State Matt Markle
- Local Mac Nachlas
- S&L Eric Schroeder

HEALTHCARE

Healthcare Brad Schael

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Maurice (Mac) Nachlas Account Executive 442-525-7053 Maurice_Nachlas@SHI.com	Emmy Okobi Account Executive 890-793-0594 Emmy_Okobi@SHI.com
Bryan Rosenthal Account Executive 908-493-4591 Bryan_Rosenthal@SHI.com	Brad Schael Account Executive 513-335-8251 Brad_Schael@SHI.com
Eric Schroeder Account Executive 732-664-8217 Eric_Schroeder@SHI.com	

Public Sector, Government/Education Northeast



EDUCATION

- HE MaryEllen Dube
- HE Barb West
- K12 MaryEllen Dube
- HE Barb West
- K12 Jeff Levin
- HE Barb West
- K12/HE Shantelle Wright
- HE Barb West
- HE Art Gordon
- K12 (Eastern) Michael Dempsey
- K12 (Western) Shantelle Wright

GOVERNMENT

- State Barb West
- S&L Nick Repp
- S&L Nick Repp
- State Amanda Spence
- Local Michael Dempsey
- S&L Martin Barrett

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Martin Barrett Account Executive 732-688-4992 Martin_Barrett@SHI.com	Michael Dempsey Account Executive 732-564-8688 Michael_Dempsey@SHI.com
MaryEllen Dube Account Executive 207-619-3882 MaryEllen_Dube@SHI.com	Art Gordon Account Executive 978-922-1714 Art_Gordon@SHI.com
Jeff Levin Account Executive 860-872-5677 Jeff_Levin@SHI.com	Nick Repp Account Executive 603-573-6187 Nick_Repp@SHI.com
Amanda Spence Account Executive 732-537-7162 Amanda_Spence@SHI.com	Shantelle Wright Account Executive 203-212-7718 Shantelle_Wright@SHI.com

In addition to our field sales force, SHI has approximately 94 Inside Account Managers in our headquarters location who will work in tandem with our field sales force in support of this agreement. Like our field AEs, the IAMs also work only with Public Sector and are accustomed to supporting the NASPO ValuePoint SVAR contract. This team method of account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

As yet another approach to ensure we are proactively addressing the needs of Public Sector customers of all sizes, SHI also has an SM SLED division, based in our headquarters location, to support the NASPO ValuePoint contract. Currently a team of 132, this team focuses on supporting small and medium sized Local Government and K-12 customers across the country to ensure personalized attention regardless of the customer's size. This group will round off our support and ensure that all NASPO ValuePoint customers receive the proactive support and expertise needed to ensure a successful contract experience.

SM Sled Roster by State and Customers Served:

State	Territory	IAE	IAE Manager
Alabama	K-12	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Jim Grogan	Joseph Nyamwange
Alabama	Local Government	Chris Oliva	Joseph Nyamwange
Alaska	K-12	Pete Garay	Josh Reyes
Alaska	Local Government	Eric Stewart	Josh Reyes
Arizona	Local Government	Patrick O'Brien	Josh Reyes
Arizona	Local Government	Ricardo Robles	Josh Reyes
Arizona	K-12	Chris Asare	Josh Reyes
Arizona	K-12	Pete Garay	Josh Reyes
Arizona	K-12	Joe Burst	Josh Reyes
Arizona	K-12	Lindsey Ginsberg	Josh Reyes
Arkansas	K-12	Amy McGowan	Jessica Crincoli
Arkansas	Local Government	Devin Stone	Jessica Crincoli
Arkansas	Local Government	Jon Pino	Jessica Crincoli
Arkansas	Local Government	Jessica Vos	Jessica Crincoli
Arkansas	K-12	Kristen Knobloch	Jessica Crincoli
Arizona	K-12	Ryan Warwick	Josh Reyes
California	K-12	Nick Voelker	Josh Reyes
California	K-12	Chris Asare	Josh Reyes
California	K-12	Paul Marsicano	Josh Reyes
California	K-12	Chuck Singletary	Josh Reyes
California	K-12	Aline Martins	Josh Reyes
California	Local Government	Samuel Urso	Josh Reyes
California	Local Government	Paul Andrikanich	Josh Reyes
California	Local Government	Julian Diaz	Josh Reyes
Colorado	K-12	Dylan Bamrick	Josh Reyes
Colorado	Local Government	Ricardo Robles	Josh Reyes
Connecticut	Local Government	Kristen Goers	Dan Sutton
Connecticut	Local Government	Dan Biancaniello	Dan Sutton
Connecticut	K-12	Bryan Amiano	Dan Sutton
Delaware	K-12	Mike Zmachinski	Dan Sutton
Alabama	Local Government	Bryan Hunt	Joseph Nyamwange
Florida	Local Government	Tyler Osofsky	Joseph Nyamwange
Florida	K-12	Katherine Fernandez	Joseph Nyamwange
Florida	K-12	Chris Henry	Joseph Nyamwange
Florida	K-12	Dipali Patel	Joseph Nyamwange

Georgia	Local Government	Pat Connolly	Joseph Nyamwange
Georgia	Local Government	Kyle Thomas	Joseph Nyamwange
Georgia	K-12	Dominic Appiah	Joseph Nyamwange
Hawaii	Local Government	Eric Stewart	Josh Reyes
Idaho	K-12	Pete Garay	Josh Reyes
Idaho	K-12	Sierla Hubac	Josh Reyes
Idaho	Local Government	Patrick O'Brien	Josh Reyes
Illinois	K-12	Stefanie Weg	Chris Cashin
Illinois	K-12	Connor Pollitt	Chris Cashin
Illinois	K-12	Shane Byron	Chris Cashin
Illinois	K-12	Symeja Seji	Chris Cashin
Illinois	K-12	Brianna Balestrieri	Chris Cashin
Illinois	Local Government	Mike Ryan	Chris Cashin
Illinois	Local Government	Bill Scioscia	Chris Cashin
Indiana	K-12	Justin Yuka	Chris Cashin
Iowa	K-12	Brian White	Chris Cashin
Kansas	K-12	Amy McGowan	Jessica Crincoli
Kansas	K-12	Marcus Parker	Jessica Crincoli
Kansas	K-12	Bill Wood	Jessica Crincoli
Kansas	K-12	Taylor Howes	Jessica Crincoli
Kansas	Local Government	Ashley Marfo	Jessica Crincoli
Iowa	Local Government	Laura Rista	Chris Cashin
Louisiana	Local Government	Jon Pino	Jessica Crincoli
Louisiana	K-12	Debbie Rezac	Jessica Crincoli
Kentucky	K-12	Connor Pollitt	Chris Cashin
Kentucky	K-12	Liz Gallagher	Chris Cashin
Kentucky	Local Government	Bill Scioscia	Chris Cashin
Louisiana	K-12	Vanessa Muniz	Jessica Crincoli
Maine	K-12	Patricia Killeavy	Dan Sutton
Maine	K-12	Tim Snook	Dan Sutton
Maine	Local Government	Dan Biancaniello	Dan Sutton
Maryland	K-12	Mike Zmachinski	Dan Sutton
Maryland	Local Government	Edward Holmes	Dan Sutton
Maryland	Local Government	Justin Johnson	Dan Sutton
Massachusetts	Local Government	Kristen Goers	Dan Sutton
Massachusetts	Local Government	Tylere Daniel	Dan Sutton
Massachusetts	K-12	Bryan Amiano	Dan Sutton
Massachusetts	K-12	Tim Snook	Dan Sutton
Massachusetts	K-12	Kara Flanders	Dan Sutton
Michigan	K-12	Christine Devlin	Chris Cashin
Michigan	Local Government	Angad Singh	Chris Cashin
Minnesota	Local Government	Bill Scioscia	Chris Cashin
Minnesota	K-12	Victoria Pelosi	Chris Cashin
Minnesota	K-12	Stephanie Hawley	Chris Cashin
Mississippi	Local Government	Jon Pino	Jessica Crincoli

Mississippi	K-12	Vanessa Muniz	Jessica Crincoli
Mississippi	K-12	Debbie Rezac	Jessica Crincoli
Missouri	K-12	Marcus Parker	Jessica Crincoli
Missouri	K-12	Kelsey Valenti	Jessica Crincoli
Missouri	K-12	Bill Wood	Jessica Crincoli
Missouri	K-12	Taylor Howes	Jessica Crincoli
Missouri	Local Government	Devin Stone	Jessica Crincoli
Missouri	Local Government	Jon Pino	Jessica Crincoli
Montana	K-12	Dylan Bamrick	Josh Reyes
Montana	K-12	Genevieve Kobus	Josh Reyes
Montana	Local Government	Patrick O'Brien	Josh Reyes
Nebraska	K-12	Brian White	Chris Cashin
Nevada	K-12	Joe Burst	Josh Reyes
Nevada	Local Government	Priscilla Fowler	Josh Reyes
New Hampshire	K-12	Tim Snook	Dan Sutton
New Hampshire	K-12	Patricia Killeavy	Dan Sutton
New Hampshire	Local Government	Dan Biancaniello	Dan Sutton
New Hampshire	Local Government	Kristen Goers	Dan Sutton
New Jersey	Local Government	Gabriella Viola	Dan Sutton
New Jersey	Local Government	Kevin VanBuskirk	Dan Sutton
New Jersey	K-12	Sean MacLeary	Dan Sutton
New Jersey	K-12	Ryan Kachel	Dan Sutton
New Jersey	K-12	Peter Corsi	Dan Sutton
New Jersey	K-12	Sara Burrows	Dan Sutton
New Mexico	Local Government	Priscilla Fowler	Josh Reyes
New Mexico	K-12	Joe Burst	Josh Reyes
New York	K-12	Patrick Goldsmith	Dan Sutton
New York	K-12	Brittany Kranpost	Dan Sutton
New York	K-12	Natalie Nicosia	Dan Sutton
New York	K-12	Sara Burrows	Dan Sutton
New York	Local Government	Jared Kohutanycz	Dan Sutton
New York	Local Government	Jason Rieg	Dan Sutton
Georgia	K-12	Dipali Patel	Joseph Nyamwange
North Carolina	Local Government	Lou Malvasi	Joseph Nyamwange
North Carolina	Local Government	Kevin Mariano	Joseph Nyamwange
North Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
North Carolina	Local Government	Katie Jones	Joseph Nyamwange
North Carolina	K-12	Valentina Trajkovska	Joseph Nyamwange
North Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
Nebraska	Local Government	Laura Rista	Chris Cashin
North Dakota	K-12	Brian White	Chris Cashin
North Dakota	K-12	Sean Birch	Chris Cashin
North Dakota	Local Government	Laura Rista	Chris Cashin
Ohio	Local Government	Kenji Horton	Chris Cashin
Ohio	Local Government	Pat Swinarski	Chris Cashin

Ohio	K-12	Chris Imperiale	Chris Cashin
Ohio	K-12	Liz Gallagher	Chris Cashin
Ohio	K-12	Albert Eserjose	Chris Cashin
Ohio	K-12	Nicole DAndrea	Chris Cashin
Missouri	Local Government	Jessica Vos	Jessica Crincoli
Oklahoma	K-12	Kelsey Valenti	Jessica Crincoli
Oklahoma	K-12	Amy McGowan	Jessica Crincoli
Oklahoma	K-12	Marcus Parker	Jessica Crincoli
Oklahoma	K-12	Taylor Howes	Jessica Crincoli
Oklahoma	Local Government	Bryan Leoni	Jessica Crincoli
Oklahoma	Local Government	Sean Walker	Jessica Crincoli
Oklahoma	Local Government	Ashley Marfo	Jessica Crincoli
New Mexico	K-12	Ryan Warwick	Josh Reyes
Oregon	Local Government	Eric Stewart	Josh Reyes
Oregon	K-12	Pete Garay	Josh Reyes
Pennsylvania	Local Government	Edward Holmes	Dan Sutton
Pennsylvania	Local Government	Jared Kohutanycz	Dan Sutton
Pennsylvania	K-12	Suzy Oganessian	Dan Sutton
Pennsylvania	K-12	Josh Katz	Dan Sutton
Rhode Island	Local Government	Kristen Goers	Dan Sutton
Rhode Island	Local Government	Dan Biancaniello	Dan Sutton
Rhode Island	K-12	Bryan Amiano	Dan Sutton
North Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
South Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
South Carolina	Local Government	Katie Jones	Joseph Nyamwange
South Dakota	K-12	Brian White	Chris Cashin
South Dakota	K-12	Sean Birch	Chris Cashin
South Dakota	Local Government	Laura Rista	Chris Cashin
Tennessee	Local Government	Chelsea Davis	Chris Cashin
Tennessee	K-12	Justin Yuka	Chris Cashin
Texas	Local Government	Andrew Baicher	Jessica Crincoli
Texas	Local Government	Sean Walker	Jessica Crincoli
Texas	Local Government	Bryan Leoni	Jessica Crincoli
Texas	Local Government	Christian Niemann	Jessica Crincoli
Texas	K-12	Nick Loughlin	Jessica Crincoli
Texas	K-12	Alan Frost	Jessica Crincoli
Texas	K-12	Phil Nowakowski	Jessica Crincoli
Texas	K-12	Jim Fuhrman	Jessica Crincoli
Texas	K-12	Courtney Ritter	Jessica Crincoli
Texas	K-12	Will Fleming	Jessica Crincoli
Oregon	K-12	Sierla Hubac	Josh Reyes
Utah	Local Government	Patrick O'Brien	Josh Reyes
Utah	Local Government	Priscilla Fowler	Josh Reyes

Utah	K-12	Joe Burst	Josh Reyes
Vermont	K-12	Patricia Killeavy	Dan Sutton
Vermont	K-12	Tim Snook	Dan Sutton
Vermont	Local Government	Dan Biancaniello	Dan Sutton
Pennsylvania	K-12	Natalie Nicosia	Dan Sutton
Pennsylvania	K-12	Tori Huber	Dan Sutton
Virginia	K-12	Ashley DeLia	Dan Sutton
Virginia	K-12	Tom Monks	Dan Sutton
Virginia	Local Government	Dianna Lee	Dan Sutton
Virginia	Local Government	Tom Monks	Dan Sutton
Utah	K-12	Ryan Warwick	Josh Reyes
Washington	Local Government	Eric Stewart	Josh Reyes
Washington	K-12	Pete Garay	Josh Reyes
West Virginia	K-12	Ashley DeLia	Dan Sutton
West Virginia	Local Government	Dianna Lee	Dan Sutton
Wisconsin	Local Government	Ryan Baicher	Chris Cashin
Wisconsin	K-12	Stefanie Weg	Chris Cashin
Wisconsin	K-12	Victoria Pelosi	Chris Cashin
Washington	K-12	Sierla Hubac	Josh Reyes
Wyoming	K-12	Dylan Bamrick	Josh Reyes
Wyoming	K-12	Genevieve Kobus	Josh Reyes
Wyoming	Local Government	Patrick O'Brien	Josh Reyes

In addition, SHI has a Software & Licensing Department and an Advanced Solutions Department whose members are dedicated to supporting specific manufacturers and/or manufacturer product lines. Many of these representatives are manufacturer sponsored and have completed the required manufacturer certifications to provide pre-sales support. With 300 product specialists, pre-sales support engineers, licensing representatives, and technicians, SHI is absolutely ready and excited to support the product requirements for NASPO ValuePoint SVAR contract users. With just a single call to your Account Executive, you will be put in touch with the correct representative for your needs.

- 1.4 Subcontractors – Provide the following information for items 1.4.1 through 1.4.3, using the format below, for any subcontractors you propose to use.
 - 1.4.1 Name of individual or company;
 - 1.4.2. Proposed work to be performed;
 - 1.4.3 Approximate percentage of work directed to subcontractor relative to total work under a resultant contract;
 - 1.4.4 In addition, provide a brief resume which contains education / credentials / certifications / employment.

SHI Response:

At this time, SHI has not identified specific subcontractors to engage. Should the need arise base on a customer's requirements and the scope of services, SHI will engage with the subcontractor who fits the customer's requirements. We understand the use of a subcontractor is subject to the customer's approval.

1.5 Consultants – Provide the following information for items 1.5.1 through 1.5.3, for all non-employee consultants that assisted in the development of the Offeror's response to this solicitation.

1.5.1 Name of individual or company;

1.5.2 Work performed regarding the Offeror's response;

1.5.3 Resume which contains education / credentials / certifications / previous and current employment.

SHI Response:

No consultants assisted in the development of SHI's proposal.

2. Company's Experience

Describe the Offeror's experience and expertise providing the following services:

2.1 Account Management (assume 'accounts' as equivalent to a state contract, and to to a using municipality).

SHI Response:

As described within our response to section 1.3 above, SHI provides each customer with a dedicated Account Team. The members of the teams are focused on specific verticals within public sector (i.e. state government, local government, and education). These teams bring expertise in IT solutions and tremendous experience with public sector contracts to each Participating State. This means that SHI is able to deliver the following benefits to all NASPO ValuePoint customers:

- A keen understanding of the unique challenges government and education customers face.
- Best practices around software licensing for individual customers, as well as licensing programs that recognize cumulative spend per State or under the agreement as a whole.
- Specialized customer service for small, medium, and large organizations throughout the Participating States.

Regardless of the customer type or the size of the organization, SHI understands that in order to bring the right solution to a customer, we need to first understand that customer's vision. Once we understand their goals, our pre-sales licensing and technical support staff help design a strategy that is suitable to the customer's current environment, while ensuring it will scale to meet their future needs. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring those products using the most advantageous pricing programs and at the most aggressive possible cost. We then follow through with deployment services and support to ensure that the solution the customer procured is working as expected.



In short, SHI's Public Sector Account Teams offer the experience and the expertise to help NASPO ValuePoint customers to address, acquire, and adopt the software products and solutions needed to further their organizations' missions.

2.2. License Management.

SHI Response:

When it comes to implementing and managing software licensing solutions, nobody does it better than SHI. Our software procurement consulting services and Polaris asset management make it easy for our customers to select and manage the license programs that are right for them.

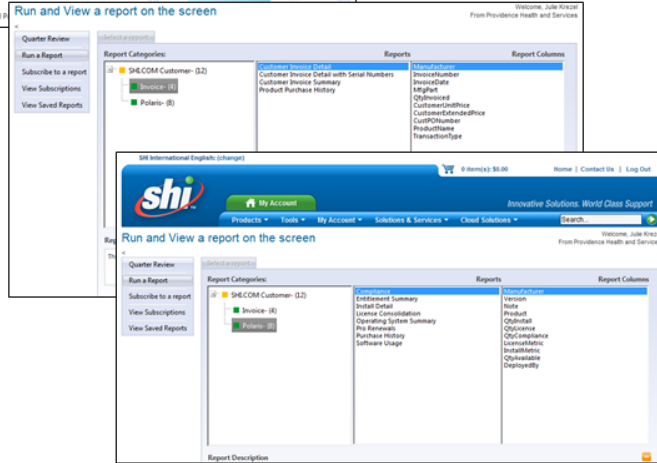
SHI Licensing Team: SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

License Management System: Utilizing SHI's License Management System (LMS), we track key contract dates and terms and conditions, including pricing level and milestone requirements. Linked to SHI's order entry and reporting system, LMS provides the checks and balances to ensure your transactions are processed and reported against the correct agreement numbers and discount levels. Furthermore, SHI provides advanced notification for contract milestones and renewals.

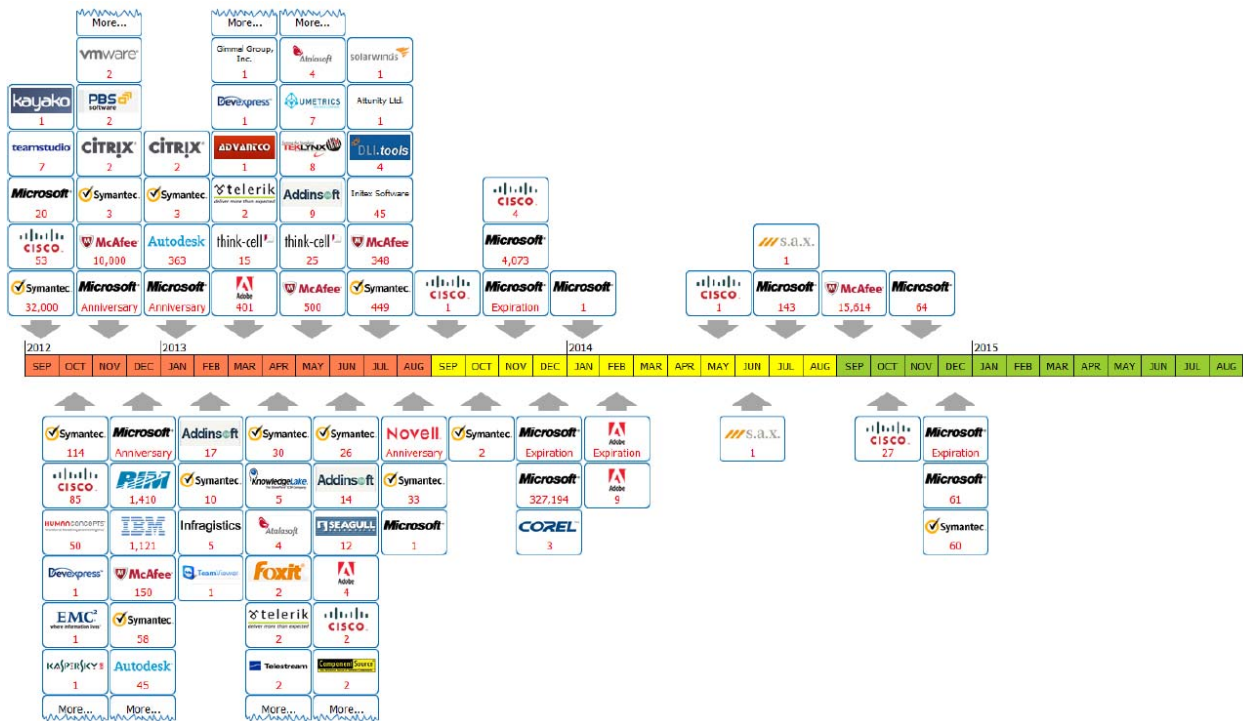
Reporting: SHI offers a breadth of reporting options which are flexible, customized, and available at no cost. We offer custom data capture for reports that track purchases within your organization, e.g. project codes, department codes, business units, etc. Our customers have the option to run these reports online at SHI.COM or to request reports through their SHI Account Team.



- Quarterly Overview provides top products or top manufacturer view
- Select to run a report immediately or set up a report subscription
- Select the report
- Enter report parameters



SHI understands it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: Polaris Renewal Organizer (PRO). Available at no charge to our customers, PRO compiles your technology renewals in a centralized, rolling three year on-line timeline for simplified budgeting and renewal management.



SHI was founded in 1989 as a software reseller. We have been supporting our customers' software and licensing needs for 26 years. We have seen many changes in the industry and we remain nimble in our support structure to ensure we can meet the changing needs of the customers, as well as the software publishers with whom we partner. SHI is the industry leader; no other software reseller provides as effective and efficient support around software license agreements.

2.3 Training

SHI Response:

SHI understands the importance of providing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.
- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Initial and Ongoing Communication Plan

Contract Announcement—Upon award of the contract, SHI will create an Email marketing piece to announce the renewal of the NASPO SVAR Contract with SHI. We will reach out to our existing customer base, as well as entities within the states that are not currently purchasing from SHI. We will announce the availability of the contract and include information and instructions for obtaining pricing and placing orders. The announcement will be similar to the following and will be customized to include contact information, based on the customer entity.

Did you hear the news?

*NASPO ValuePoint has awarded SHI with a
contract for Software & Services*

Public agencies across The United States can now take advantage of our exclusive discounts with a variety of software publishers and IT service providers. Protect your money, time and data with our state-of-the-art bundled solutions. Below are our top software partners, with many hundreds more to choose from.



Many Powerful Solutions. One Innovative Solutions Provider.

Contact your SHI Account Team for more information on NASPO ValuePoint or to request a quote:

Account Executive

Email: XXX@shi.com | Office: XXX-XXX-XXXX | Fax: XXX-XXX-XXXX

SHI International Corp.

www.publicsector.shidirect.com | 888-744-4084

Online Contract Information—SHI will post informational documents on the SHI.COM home pages for Participating States. The documents will include general information about the NASPO ValuePoint SVAR Contract, as well as specific information regarding any relevant details of the contract—including how to make purchases and where to obtain support.

Newsletter— SHI creates a number of very informative newsletters that we send to our customers each month. They contain information regarding important contract dates, product releases or changes, Q&A, upcoming events, etc. Thousands of customers across the country currently receive this newsletter from us. We will be pleased to make these communications available to all interested SVAR contract users.

SHI Blogs— Featuring proprietary information and original content, the SHI Blog helps IT and Procurement professionals cut through IT's marketing fluff to validate how technology is evaluated, selected, deployed and maintained in real-world scenarios. The SHI Blog is authored by SHI subject matter experts who directly support and answer the questions of SHI's 18,000+ corporate, academic and government clients around the globe. Because SHI does not – and will not – accept any funding for content appearing in The SHI Blog, we retain complete editorial control. Feel free to subscribe to and read our most current blogs here: <http://blog.shi.com/>



The screenshot displays the SHI Blog homepage. At the top left is the SHI logo and the title "The SHI Blog". A navigation bar contains links for HOME, HARDWARE, SOFTWARE, SERVICES, SOLUTIONS, MOBILITY, CLOUD, and NEWS. The main content area features a "SOFTWARE" section with an article titled "Paid for, but not used: Why you're probably not using some software entitlements" by Adrian Sferle, dated November 12. The article includes a photo of hands typing on a keyboard and a snippet of text about software licensing. Below the article are social media sharing buttons (Facebook Like, LinkedIn Share, Twitter Retweet, Google+ Share) and tags for IT asset management, ITAM, and Software licensing. A second article title, "Perpetual or subscription licensing for Autodesk? You can choose for now. [UPDATED]", is partially visible at the bottom. The right sidebar contains a "Popular Posts" list with links to articles about Office 365 licensing, Microsoft Enterprise Cloud Suite, Windows 10 upgrade offer, Windows 10 volume licensing, and Adobe Creative Cloud. Below this is a "Subscribe" form with an email input field and a "Socialize With Us" section with links to LinkedIn, YouTube, Facebook, and Twitter. At the bottom of the sidebar is a "Meet the Bloggers" section with four stylized avatars.

sh
The SHI Blog

HOME HARDWARE SOFTWARE SERVICES SOLUTIONS MOBILITY CLOUD NEWS

SOFTWARE

Paid for, but not used: Why you're probably not using some software entitlements
November 12 | Adrian Sferle

Many organizations struggle to keep up with more than just the owned versus deployed positions of their software licensing; additional entitlements, such as software maintenance, are often purchased with the license, but go overlooked and unused. These additional entitlements, the terms of which differ from publisher to publisher, are typically valid for a fixed timeframe, and organizations often fail to act on them within that period. ([more...](#))

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Tags: IT asset management, ITAM, Software licensing

Perpetual or subscription licensing for Autodesk? You can choose for now. [UPDATED]

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- Windows 10 is here: Here's what volume licensing customers need to know
- Adobe Creative Cloud: team versus individual licenses

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Meet the Bloggers

Marketing Pieces—SHI creates hundreds of marketing pieces for our major manufacturer partners. These are made available to customers through a number of avenues – in-person meetings, trade shows, email delivery, mail-outs, etc. The marketing pieces will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to a contract, such as NASPO ValuePoint.

In addition to training on how to best use the product, SHI also makes software product training available to our customers. With regard to product training, SHI partners with companies that specialize in application training. SHI will work with each Participating State to develop a complete offer that meets their needs, from end user training to programs designed for IT representatives. The following training options are available as a fee-based service:

- **Classroom Style Training**—off-site from the customer. This is designed to meet the customer's needs when only a small number of representatives need to receive the training.
- **On-site Training**—a good option for those applications that are used by a large number of users.
- **Computer-based Training**—including training books and educational CDs.

2.4 Software Advisement

SHI Response:

SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

We provide dedicated staff for all of our major partners – **including each of the SVAR Key Itemized publishers**, and many more, including but not limited to the following:

Software Publisher	Authorization & Support
Adobe	Authorized Licensing Center (ranked #2)
	Platinum Partner
	7 Dedicated Sales & Licensing Specialists
	1 Team Manager
ArcServe	Large Account Reseller (ranked #3)
	1 Sales & Licensing Specialist
Attachmate	National Reseller (ranked #1)
	1 Dedicated Sales & Licensing Specialist
Autodesk	Volume Channel Partner - 2014 Volume Partner of the Year
	1 Dedicated Sales & Licensing Specialist
Barracuda	Diamond Level Partner
	1 Security Sales & Licensing Specialist

BMC	Premier Partner 1 Sales & Licensing Specialist
Box	Platinum Partner (ranked #1) 1 Sales & Licensing Specialist
Check Point	Two Star Elite Partner 1 Security Sales & Licensing Specialist
Citrix	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility
Commvault	Platinum Velocity Partner (ranked #3) 1 Dedicated Sales & Licensing Specialist 1 Technical Resource —ESG
CA	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
Corel	Platinum Partner (ranked #1) 2 Emerging Partner Specialists
ESET	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
Google	Premiere Partner 1 Dedicated Sales & Licensing Specialist
IBM	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
Kaspersky	Platinum Partner (ranked #2)

	National Partner of the Year 2014
	1 Security Software & Licensing Specialist
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1) Corporate Reseller of the Year - 2014 1 Dedicated Sales & Licensing Specialist 1 Business Development Manager 1 Technical Resource - ESG
Microsoft	LSP & EDA (ranked #1) Gold Competency Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions 12 time winner of MLGP Operational Excellence Several Technical Resources - ESG
LogRhythm	Partner 1 Sales & Licensing Specialist
Net IQ	Authorized Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Novell	National Partner (ranked #1) 1 Dedicated Sales & Licensing Specialists
Nuance	Managed Partner (ranked #2) 2 Emerging Partner Specialists
Open Text	Corporate Reseller Partner (ranked #1) 2 Emerging Partner Specialists

Oracle	<p>Oracle Global Platinum Partner</p> <p>1 Sales & Licensing Specialist</p> <p>2 SW Technical Sales Representatives</p> <p>1 HW Technical Sales Representative</p>
Proofpoint	<p>Platinum Partner (ranked #3)</p> <p>1 Sales & Licensing Specialist</p>
RedHat	<p>Red Hat Ready Partner (Ranked #1)</p> <p>High Volume Partner of the Year - 2013</p> <p>1 Dedicated Sales & Licensing Specialist</p>
RSA	<p>Signature Level Partner (ranked #3)</p> <p>1 Security Sales & Licensing Specialist</p>
SAP/Business Objects	<p>Silver Partner</p> <p>1 Sales & Licensing Specialist</p>
SolarWinds	<p>Partner</p> <p>1 Sales & Licensing Specialist</p>
Sophos	<p>Platinum Partner (ranked #1)</p> <p>Sophos Partner of the Year - (2011 - 2014)</p> <p>1 Dedicated Sales & Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales & Licensing Specialist</p>
Symantec	<p>Platinum Partner</p> <p>1 Team Manager</p> <p>7 Dedicated Sales & Licensing Specialists, 1 Operations Specialist</p> <p>2 Technical Sales Support</p> <p>2 Business Development Managers</p>
Tenable	<p>Tier 1 Platinum Partner (Ranked #1)</p> <p>1 Security Sales & Licensing Specialist</p>

Trend Micro	National Channel Partner (Ranked #2) 1 Security Sales & Licensing Specialist
Veeam	Platinum Pro Partner (ranked #3) 1 Sales & Licensing Specialist
VMWare	Corporate Reseller 1 Dedicated Sales & Licensing Specialist 1 Presales Storage Solutions Architect
WebSense	Platinum DMR 1 Dedicated Sales Specialist

Enhanced Support for Other Itemized Publishers, and Many More—SHI has a diverse partner ecosystem, supporting over 15,000 unique publishers today. The following logos illustrate only a handful of the fully managed or emerging partners within SHI's partner network. SHI has invested substantially in both Pre and Post Sales resources to better service its customers and their long term needs as they Address, Acquire, and Adopt their software solutions.

"Top Emerging Partners"

...with thousands of other technology solutions sold



SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. In addition, we would like to highlight a few additional services which our customers find especially valuable.

To understand the types of value-added services that SHI offers, it is helpful to envision our Address, Acquire, Adopt model, which is built around the visions of our customers (see graphic below). We understand that in order to fulfill their missions, customers need to move through each phase of the process and to receive the support they need at each stage along the way. Following are some examples of the services (both free and fee-based) that SHI offers at each stage:

- **Strategy:** To assist in developing a strategy, SHI offers our customers strategic planning services and access to the technology roadmaps they need to plan for the future.
- **Solution Design:** SHI's in-house Solutions team offers a variety of assessments to help customers understand their baseline, as well as proof of concepts for technology advancements.
- **Product Selection:** This phase is about so much more than selecting the right product. SHI also helps with identifying the best buying program and procurement timing, as well as software volume license agreement implementation and administration.
- **Transaction:** SHI is well-known for our flexibility and efficiency in conducting transactions for our customers. We offer customized quoting, invoicing, financing, and e-Commerce options to simplify the buying process for our customers.
- **Deployment:** Beyond just delivering the software, SHI welcomes the opportunity to assist our customers with project management and implementation services.
- **Support:** SHI conducts regular reviews with our customers to ensure that their technology is working as expected in their environment. We also provide reporting and licensing position statements, and we proactively assist with future budgeting and renewal management.



At the core of our Address, Acquire, Adopt methodology is SHI's ability to listen to our customers' needs and to propose solutions that address those needs, and help customers achieve their vision. The value-added services that we offer take on many forms, and they continue to evolve along with our customers' changing needs. SHI delivers services through our own resources, as well as through our extensive partner network.

Under the current NASPO ValuePoint SVAR contract, SHI's Account Executives work closely with their customers to understand their vision and to ensure that we are providing the right mix of products, services, and solutions for their organization. We are committed to continuing to partner with our customers in this way throughout the term of the new contract. We provide additional detail around our value-added services within the Methodology attachment of this proposal (Attachment B) as well.

3. Clients

3.1 Provide information on Offeror's current government client list.

SHI Response:

SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients we work with is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.

Here are a few statistics which demonstrate our enthusiasm for and commitment to this customer segment:

- SHI's Public Sector sales overall 2014 revenue was \$1.3B, representing over 24% growth from 2013.
- SHI has 88 Field Account Executives supporting State & Local Government and Education customers throughout the U.S.
- SHI's Small-Medium SLED team, based in our New Jersey office, supports our smaller and remote customers with additional 132 Inside Account Executives helping K-12 schools and local government agencies.
- SHI has 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

With regard to the current NASPO ValuePoint SVAR contract in particular, SHI is proud to hold Participating Addenda in each of the following states:

State	Customer	Contract Name	Manufacturers
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (HP)	HP
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
AK	State of Alaska	NASPO ValuePoint - DataComm (F5)	F5 Networks
AK	State of Alaska	NASPO ValuePoint - Software VAR	All manufacturers
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Adobe	Adobe
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Lenovo	Lenovo
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Microsoft	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Adobe
AL	State of Alabama	Software, Personal Computer Contract	McAfee
AL	State of Alabama	Software, Personal Computer Contract	VMware
AL	State of Alabama	Software, Personal Computer Contract	Symantec
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Nuance
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Attachmate
AR	State of Arkansas	APC Network Infrastructure Solutions	APC
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (HP)	HP
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
AR	State of Arkansas	NASPO ValuePoint - Software VAR	All manufacturers EXCEPT Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	State - Software LAR	Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	Wide Area Networking (WAN)	Cisco
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (HP)	HP
AZ	State of Arizona	NASPO ValuePoint - Software VAR	All manufacturers
CA	County of Santa Clara	County of Santa Clara COTS	All manufacturers
CA	County of Santa Clara	County of Santa Clara Peripherals	All manufacturers
CA	State of California	DGS Target Based De-Duplication	NetApp
CA	State of California	NASPO ValuePoint - Computer Equipment (HP)	HP
CA	State of California	NASPO ValuePoint - Software VAR	All manufacturers
CA	State Compensation Insurance Fund	SCIF Dell Hardware and Peripherals	Dell
CA	State of California	SLP - Adobe	Adobe
CA	State of California	SLP - Attachmate	Attachmate
CA	State of California	SLP - CommVault	CommVault
CA	State of California	SLP - Microsoft Academic Select	Microsoft
CA	State of California	SLP - Microsoft Government Select	Microsoft

CA	State of California	SLP - Novell	Novell
CA	State of California	SLP - Symantec	Symantec
CA	State of California	SLP - Trend Micro	Trend Micro
CA	State of California	SLP - VMware	VMware
CO	State of Colorado	NASPO ValuePoint - Computer Equipment (HP)	HP
CO	State of Colorado	NASPO ValuePoint - Software VAR	All manufacturers
CO	State of Colorado	NCPA - Dell	Dell
CT	State of Connecticut	NASPO ValuePoint - Software VAR	All manufacturers
CT	Town of Bloomfield, CT	NASPO ValuePoint - Software VAR	All manufacturers
DE	State of Delaware	NASPO ValuePoint - Computer Equipment (HP)	HP
DE	State of Delaware	NASPO ValuePoint - Software VAR	All manufacturers
FL	State of Florida	Commercial Off-the-Shelf (COTS) Software	All manufacturers
FL	State of Florida	Microsoft License, Maintenance & Services	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (EMC)	EMC
FL	State of Florida	NASPO ValuePoint - Computer Equipment (HP)	HP
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
FL	State of Florida	NASPO ValuePoint - DataComm (Brocade)	Brocade
FL	State of Florida	NASPO ValuePoint - DataComm (Cisco)	Cisco
FL	State of Florida	NASPO ValuePoint - Software VAR	All manufacturers
GA	Georgia Board of Regents	GA BOR VMware	VMware
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Aerohive
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Meru
GA	State of Georgia	PC Hardware, Related Equipment and Services	HP
GA	State of Georgia	Software and Services	All manufacturers
HI	State of Hawaii	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
HI	State of Hawaii	NASPO ValuePoint - Software VAR	All manufacturers
IA	State of Iowa	NASPO ValuePoint - DataComm (F5)	F5 Networks
ID	State of Idaho	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
ID	State of Idaho	NASPO ValuePoint - Software VAR	All manufacturers
IL	State of Illinois	Adobe Products Statewide Master	Adobe
IN	Big Ten Purchasing Consortium (CICPC)	EndPoint Security Software	Symantec
KS	State of Kansas	Cloud Msg & Collaboration	Microsoft
KS	State of Kansas	IT Security Products & Services	CheckPoint, McAfee, Symantec, RSA
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KS	State of Kansas	NASPO ValuePoint - Software VAR	All manufacturers
KY	Commonwealth of	Enterprise IT Software Reseller	All manufacturers

	Kentucky		
KY	State of Kentucky	KETS Instructional Device (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (HP)	HP
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - DataComm (Cisco)	Cisco
LA	State of Louisiana	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
LA	State of Louisiana	Tripp Lite Computer Peripherals	Tripp Lite
MA	State of Massachusetts	ITC47 - Hardware and Services	Acer, Samsung, Dell, HP, Lenovo, Cisco, EMC, IBM, NetApp
MA	State of Massachusetts	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
MD	State of Maryland	Commercial Off the Shelf Software (COTS 2012)	See list of manufacturers at website
MD	State of Maryland	Consulting and Technical Services+ (CATS+)	All manufacturers
MD	State of Maryland	Desktop, Laptop and Tablet	Dell, Lenovo, HP, Fujitsu, Panasonic, Apple, Belkin, CODi, Ergotron, Kingston, Plantronics, Premier Mounts, C2G, NEC, Planar Systems, Sharp, Viewsonic, Microsoft
MD	State of Maryland	Hardware 2012	See list of manufacturers at website
MD	State of Maryland	Microsoft Software & Services Large Account Reseller	Microsoft
MD	Maryland Judiciary	MJUD COTS Software Master	All manufacturers except Microsoft and Novell
MD	Maryland Judiciary	MJUD Hardware and Associated Equipment and Services	All manufacturers
ME	State of Maine	NASPO ValuePoint - Computer Equipment (HP)	HP
ME	State of Maine	NASPO ValuePoint - Software VAR	All manufacturers
MI	State of Michigan	NASPO ValuePoint - DataComm (Cisco)	Cisco
MN	State of Minnesota	Computers: Enterprise Hardware, Software and Services	See price lists attached
MO	State of Missouri	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
MO	State of Missouri	NASPO ValuePoint - DataComm (Cisco)	Cisco
MO	State of Missouri	NASPO ValuePoint - Software VAR	All manufacturers
MS	State of Mississippi	IT Hardware EPL	Acer, Aerohive, Alcatel-Lucent, Aruba Networks, BenQ, Boxlight, Brother, Chief, Eiki International, EMC, Fujitsu, Howard, HP, Juniper, Lenovo, NEC, Nimble, Oki Data, Panasonic, Ricoh, Samsung, Sharp, Tegile, Tripp Lite, Unitrends, Viewsonic
MS	State of Mississippi	Software EPL	Adobe CLP/TLP, Attachmate, Autodesk, Citrix, Corel, CA, EMC, IBM Passport Agreement, McAfee, Novell, Open Text, Quest, SAP, Sophos, Symantec, Trend Micro, VMware
MS	State of Mississippi	State of Mississippi Microsoft Contract	Microsoft
MT	State of Montana	NASPO ValuePoint - Computer Equipment (HP)	HP
MT	State of Montana	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

MT	State of Montana	NASPO ValuePoint - DataComm (Dell)	Dell
MT	State of Montana	NASPO ValuePoint - DataComm (EMC)	EMC
MT	State of Montana	NASPO ValuePoint - DataComm (F5)	F5 Networks
MT	State of Montana	NASPO ValuePoint - Software VAR	All manufacturers
MT	State of Montana	NCPA - Dell	Dell
National	National	Buyboard	All manufacturers
National	National	E&I Cooperative	All manufacturers
National	National	MHEC - VMware	VMware
National	National	NCPA - Lenovo	Lenovo
National	National	PACE	All manufacturers
National	National	PEPPM 2015 (Alcatel Lucent)	Alcatel Lucent
National	National	PEPPM 2015 (Lexmark)	Lexmark
National	National	PEPPM 2015 (Panasonic)	Panasonic
			Axiom, Chief, Da-Lite, Dell, Higher Ground, HP Printers, HP Computers, HP Servers, Lifesize, Microsoft Surface, RedHat, Samsung
National	National	PEPPM 2015 (Synnex)	
National	National	TIPS - Computers, Equipment, Components and Peripherals	All manufacturers
National	National	TIPS - Copiers, Faxes and Multifunction Machines	All manufacturers
National	National	TIPS - Networking Equipment, Software and Services	All manufacturers
National	National	TIPS - Software	All manufacturers
NC	State of North Carolina	EndPoint Security Software	McAfee, Symantec
NC	USETPA	LAN-WAN Security	Aerohive, Cisco, Dell, Microsoft, Nicus Software, VMware, Xirrus
NC	USETPA	LAN-WAN Security	Lenovo
NC	USETPA	LAN-WAN Security / End User Devices (Synnex)	Acer, HP, Microsoft, Samsung, Ctera, Google, Fortinet, StorageCraft, Tripp Lite, Belkin, Black Box, West Penn Wire, Xerox, Sagemcom, Plantronics, Toshiba, Epson
NC	North Carolina Dept. of Public Instruction (NCDPI)	LEA WiFi	Cisco
NC	State of North Carolina	Mass Storage	Appsense, EMC, Nimble, Nutanix, Symantec, Tintri
NC	State of North Carolina	Microcomputers and Peripheral Components	Lenovo, Samsung
NC	State of North Carolina	Microsoft Software Products	Microsoft
NC	Mecklenburg County	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NC	State of North Carolina	Novell Software and Maintenance Products	Novell
NC	State of North Carolina	Printer and Peripheral Components	HP
NC	State of North Carolina	Printer and Peripheral Components	Brother
NC	State of North Carolina	Printer and Peripheral Components	Samsung
NC	State of North Carolina	Ruggedized Mobile Computing Devices	Getac
NC	State of North Carolina	VMware Software Products and Maintenance	VMware
ND	State of North Dakota	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NH	State of New Hampshire	Computer Software - Reseller	All manufacturers
NH	State of New Hampshire	NASPO ValuePoint - DataComm (Cisco)	Cisco
NJ	State of New Jersey	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (HP)	HP
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NJ	State of New Jersey	NASPO ValuePoint - DataComm (Brocade)	Brocade
NJ	State of New Jersey	NASPO ValuePoint - DataComm (F5)	F5 Networks
NJ	Port Authority of NY & NJ	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NCPA - Dell	Dell
NV	State of Nevada	NASPO ValuePoint - Software VAR	All manufacturers
NY	State of New York	Enterprise Systems (HP)	HP
NY	State of New York	Microcomputer System and Related Services (HP)	HP
NY	State of New York	Microcomputer System and Related Services (Lenovo)	Lenovo
NY	State of New York	Microcomputer System and Related Services (Toshiba)	Toshiba
NY	State of New York	Miscellaneous Software	All manufacturers EXCEPT those in the attached.
NY	State of New York	Office Equipment (Oki Data)	Oki Data
NY	State of New York	Power Protection Equipment (APC)	APC
NY	State of New York	Power Protection Equipment (Tripp Lite)	Tripp Lite
NY	State of New York	Printing and Imaging Equipment (Oki Data)	Oki Data
NY	State of New York	Printing and Imaging Equipment (Samsung)	Samsung
NY	State of New York	Printing and Imaging Equipment (Xerox)	Xerox
NY	State of New York	Software (CA)	CA
NY	State of New York	Software and Related Services (Novell)	Novell
NY	State of New York	Systems and Peripherals (Storage) (EMC)	EMC
NY	State of New York	Systems and Peripherals (Storage) (HP)	HP
OH	State of Ohio	Computer Hardware, Software and IT Services	Citrix, Extreme Networks, Fujitsu, Infoblox, Intermec, Juniper, McAfee, NEC, NetScout, Nuance, Polycom, Riverbed, SAP, Tibco, Palo Alto
OH	State of Ohio	Microsoft LAR	Microsoft
OH	State of Ohio	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	City of Oklahoma City	Computers, Software and Related Supplies/Services	All manufacturers
OK	State of Oklahoma	Desktop Software and Services	Microsoft, Adobe, SAP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
OK	State of Oklahoma	NASPO ValuePoint - Software VAR	All manufacturers
OK	City of Oklahoma City	Office Printers and Related Supplies & Services	All manufacturers
OR	State of Oregon	NASPO ValuePoint - Software VAR	All manufacturers

PA	State of Pennsylvania	COSTARS-3 IT Hardware	Acer, APC, Belkin, Cisco, Dell, EMC, Fujitsu, HP, Intel, Jabra, Lenovo, Nimble, Unitrends, ViewSonic
PA	State of Pennsylvania	COSTARS-6 Software	Adobe, Attachmate, Blue Open Text, CA, Citrix, CommVault, Corel, Dell, IBM, Kaspersky, McAfee, Microsoft, NetIQ, Novell, Nuance, Open Text, Quest, RSA, Solarwinds, Sophos, Symantec, Tenable, Trend Micro, Viewfinity, VMware, Websense
PA	City of Philadelphia	NASPO ValuePoint - Software VAR	All manufacturers
PA	County of Berks	NASPO ValuePoint - Software VAR	All manufacturers
RI	State of Rhode Island	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
SC	State of South Carolina	Aerohive Network Hardware	Aerohive
SC	State of South Carolina	Cisco Network Hardware	Cisco
SC	State of South Carolina	Document Security Software	Win Magic
SC	State of South Carolina	EMC SAN Equipment, Software and Services	EMC
SC	State of South Carolina	FileMaker Software	FileMaker
SC	State of South Carolina	HP Network Equipment	HP
SC	State of South Carolina	Microsoft EES Software	Microsoft
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (HP)	HP
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
SC	State of South Carolina	NASPO ValuePoint - DataComm (Brocade)	Brocade
SC	State of South Carolina	Privilege User and Identity Software and Hardware	Dell
SC	State of South Carolina	QualysGuard Security Products	QualysGuard
SC	State of South Carolina	Rapid7 Security Products	Rapid7
SC	State of South Carolina	Tenable Security Software	Tenable
SD	State of South Dakota	Computer Peripherals (Misc)	Select manufacturers only
SD	State of South Dakota	NASPO ValuePoint - Software VAR	All manufacturers
TN	State of Tennessee	Multi-Manufacturer Software	Microsoft Academic, Adobe, Toad for Oracle
TX	State of Texas	Buyboard	All manufacturers
TX	State of Texas	Choice Partners: Infrastructure as a Service (IaaS)	SHI
TX	State of Texas	Choice Partners: Technology Products & Services	All manufacturers
TX	State of Texas	DIR-SDD-1834 Healthcare IT	ABT Global, Apple, Barco, Ergotron, Good Technology, HP Health, Motorola, NDS Surgical Imaging, Rubbermaid Medical Solutions, Services, Symantec
TX	State of Texas	DIR-SDD-1880 CSI Leasing	CSI Leasing
TX	State of Texas	DIR-SDD-1922 Managed Services	Services
TX	State of Texas	DIR-SDD-1940 CA Software	CA
TX	State of Texas	DIR-SDD-1951 Dell Products	Dell

TX	State of Texas	DIR-SDD-2018 Conferencing Equipment	Cisco, Logitech, Polycom, Ergotron, AverMedia
TX	State of Texas	DIR-SDD-2030 Lenovo Products	Lenovo
			Encryptics
TX	State of Texas	DIR-SDD-2133 Encryptics Products	
			See price list attached
TX	State of Texas	DIR-SDD-2188 IT Security	
TX	State of Texas	DIR-SDD-2500 Miscellaneous Software	See price list attached
			Microsoft, Novell
TX	State of Texas	DIR-SDD-2503 Microsoft, Novell	
TX	State of Texas	DIR-SDD-2504 Adobe Products	Adobe
TX	State of Texas	DIR-TSO-2538 HP Products	HP
TX	State of Texas	DIR-TSO-2542 Cisco Products	Cisco
TX	State of Texas	DIR-TSO-2634 EMC System Peripherals	EMC
TX	State of Texas	DIR-TSO-2636 NetApp Products	NetApp
TX	State of Texas	DIR-TSO-2656 Barracuda Data Communications	Barracuda
TX	State of Texas	DIR-TSO-2823 Data Storage	Brocade, Buffalo Technology, Emulex, Hitachi, Nexsan, Nimble Storage, Overland Storage, Qlogic, Violin
TX	State of Texas	DIR-TSO-3021 Barracuda Data Storage	Barracuda
			Oki Data
TX	State of Texas	DIR-TSO-3039 Oki Data Products	
			Xerox
TX	State of Texas	DIR-TSO-3043 Xerox Products	
			Brother
TX	State of Texas	DIR-TSO-3102 Brother Products	
TX	Health and Human Services Commission (HHSC)	Hardware Acquisition and Leasing	Dell
TX	Health and Human Services Commission (HHSC)	Seat Management Services	SHI
UT	State of Utah	Computers - PC Store	All manufacturers
UT	State of Utah	NASPO ValuePoint - Computer Equipment (EMC)	EMC
UT	State of Utah	NASPO ValuePoint - Computer Equipment (HP)	HP
UT	State of Utah	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
UT	State of Utah	NASPO ValuePoint - DataComm (F5)	F5 Networks
UT	State of Utah	NASPO ValuePoint - Software VAR	All manufacturers
VA	State of Virginia	Desktop Productivity Software	See price list
VA	State of Virginia	Microsoft Large Account Reseller	Microsoft

VA	Fairfax County Water Authority	Microsoft Large Account Reseller	Microsoft
VA	State of Virginia	PC Devices & Peripherals	HP, Lenovo, Microsoft, Panasonic, Samsung
VA	College of William & Mary	VASCUPP EMC Products & Maintenance	EMC
VA	Virginia Tech	Virginia Tech Microsoft Campus Agreement	Microsoft
VT	State of Vermont	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
VT	State of Vermont	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	Cisco Products and Services	Cisco
WA	State of Washington	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
WA	State of Washington	NASPO ValuePoint - DataComm (Cisco)	Cisco
WA	State of Washington	NASPO ValuePoint - DataComm (F5)	F5 Networks
WI	State of Wisconsin	Desktop Symantec Endpoint Protection Software and Maintenance	Symantec
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (HP)	HP
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
WI	State of Wisconsin	VAR Software, Support and Maintenance	All manufacturers
WV	State of West Virginia	Large Account Reseller for Microsoft	Microsoft
WY	State of Wyoming	NASPO ValuePoint - Computer Equipment (HP)	HP
WY	State of Wyoming	NASPO ValuePoint - Software VAR	All manufacturers

- 3.1.3 List government contracts Offeror has lost or resigned over the past three (3) years. Provide an explanation of why they were lost or resigned.

SHI Response:

SHI is proud of our record of success with our customers. We have never had a contract terminated by a customer, nor has SHI ever failed to deliver under a contract.

- 3.2 If Offeror has no government clients, note this in your response and answer questions 3.1.1 through 3.1.3 based on non-government clients.

N/A – SHI has many government clients, as detailed above.

- 3.3 References – Provide information for three (3) client references that replicate or are similar to the requirements of this solicitation. All references shall be for engagements received and completed within the last five (5) years. The State may, at its sole discretion, contact additional clients not presented as references. Reference information is to be provided using the following table format:

SHI Response:

SHI is pleased to provide NASPO ValuePoint with client references that replicate the requirements of this solicitation. We hold many such statewide software contracts across the country. Therefore, we are providing more than 3 references. For your convenience, we are separating them into two groups: references from customers that SHI works with now under the current NASPO ValuePoint SVAR contract, and references from customers that SHI works with now under other statewide software contracts. The State / NASPO ValuePoint are welcome to contact any or all of the below references, as well as additional clients not presented as references.

Current NASPO ValuePoint SVAR References:

Reference Information	Client One	Client Two	Client Three
Company Name	State of Montana	State of Alaska	State of Kansas – Department of Administration
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint All Software
Contact Name, Mailing Address, Phone Number, Email Address	Dale Stout Montana State Information Technology Services Division Software Contracts Specialist 125 N. ROBERTS P.O. BOX 200113 HELENA, MT 59620-0113 406-444-0182 dstout@mt.gov	Jason Grove Department of Administration, Division of General Services Contracting Officer PO Box 110210 Juneau, AK 99811-0210 907-465-5679 Jason.grove@alaska.gov	Neal Farron 900 SW Jackson, 451S Topeka, KS 66612 785-296-3122 Neal.Farron@da.ks.gov
Contract Start and End Date	November 2011 - Present	February 2013 - Present	June 3, 2011 – June 2, 2016
Contract Value	\$8,000,000 / year	\$8,000,000 / year	\$46,264,609

Reference Information	Client Four	Client Five	Client Six
Company Name	State of Oklahoma – Office of Management and Enterprise Services	State of Missouri – Office of Administration, Information Technology Services Division	State of Arkansas – Office of State Procurement
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint Software, plus another software contract for Microsoft, Adobe & SAP	WSCA/NASPO ValuePoint Software	WSCA/NASPO ValuePoint Software, plus another Software LAR contract for Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
Contact Name, Mailing Address, Phone Number, Email Address	Jennifer McCaulla 5005 N. Lincoln Blvd. Suite 200 Oklahoma City, OK 73105 405-521-4772 Jennifer.mccaulla@omes.ok.gov	Russ Craighead 301 West High Street, Room 270 Jefferson City, MO 65102 573-522-1154 Russ.Craighead@oa.mo.gov	Jaime Motley 1509 West 7 th Street, 3 rd Floor Little Rock, AR 72201 501-371-6065 Jaime.Motley@dfa.arkansas.gov

Contract Start and End Date	NASPO SVAR: June 5, 2014 – June 2, 2016 Other software contract: July 26, 2012 – July 25, 2017	January 1, 2011 – June 2, 2016	NASPO SVAR: August 27, 2012 – June 2, 2016 Other software contract: April 1, 2009 – May 1, 2016
Contract Value	NASPO SVAR: \$4,487,386 Other software contract: \$38,038,510	\$3,764,557	NASPO SVAR: \$14,292,905 Other software contract: \$51,829,369

Reference Information	Client Seven	Client Eight
Company Name	Nevada State Purchasing Division *Letter of reference also follows	Arizona Legislative Council (currently, also ADOT and Child Safety)
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum
Contact Name, Mailing Address, Phone Number, Email Address	Marti Marsh 515 E. Musser St., Suite 300 Carson City, NV 89701 775-684-0180 mmarsh@admin.nv.gov	Steve West 1700 W. Washington Phoenix AZ 85007 602-690-4209 Swest@azleg.gov
Contract Start and End Date	June 3, 2011 – June 2, 2016	June 3, 2011 – June 2, 2016
Contract Value	\$2,500,000 / year	Varying spend at multiple AZ agencies during contract term

References From Other Statewide Software Contracts:

Reference Information	Client Nine	Client Ten	Client Eleven
Company Name	Virginia Information Technologies Agency (VITA)	State of New Jersey	State of Alabama
Type of Contract Product and Services Delivered	SHI is our Microsoft Large Account Reseller, they also have other contracts for PC's/ peripherals and Desktop Software	Software Reseller and Related Services	Statewide Software contract covering Microsoft, Adobe, Attachmate, VMware, Symantec, McAfee and Nuance
Contact Name, Mailing Address, Phone Number, Email Address	Gregory Searce VITA 11751 Meadowville Lane Chester VA 23836 804-416-6166 Gregory.Searce@vita.virginia.gov	Lynne Gash Contract Administrator 2 NJ Office of Information Technology 33 West State Street, 8th Floor Trenton, NJ 08625-0230 (609) 777-4121 Lynne.Gash@oit.nj.gov	Mason L. Tanaka Acting Director, Information Services Division State of Alabama Folsom Administration Building 64 North Union Street, Suite 200 Montgomery, AL 36130 (334) 353-7192 Mason.Tanaka@isd.alabama.gov
Contract Start and End Date	LAR contract (10/17/13 – 10/16/19) PC/Peripheral Contract (03/31/14 – 03/30/19) and Desktop Software Contract (04/01/14 – 03/31/19)	9/1/15 – 6/30/20	11/1/12 – 6/30/17
Contract Value	Microsoft LAR Contract value for FY15 (July 1, 2014 – June 30, 2015) = \$40,108,774 PC/Peripheral Contract value for FY15 = \$2,302,689 Desktop Software Contract value for FY15 = \$11,939,010	\$70M	Approximately \$17M / year

Below, we are including an additional Letter of Reference, which was provided by one of the current SVAR references listed above:



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

December 7, 2015

ADSPO – State Procurement Office
100 N. 15th Ave., Suite 201
Phoenix, AZ 85007

Reference for Bid Solicitation: ADSP016-00005829

The State of Nevada, Purchasing Division would like to submit this reference for SHI International Group.

We have been participating in this agreement with SHI since April, 2012 and in October, 2012 made the decision to single source our Microsoft Licensing Agreement to SHI as our designated channel partner. The knowledge possessed by the inside Microsoft Account team has been extremely helpful to all of our State agencies.

The customer service within SHI is first class; we are extremely pleased with their pricing, delivery and super-fast turnaround on quote requests. The timeliness in which SHI responds to our inquiries, requests for quotes or resolving customer issues is outstanding. The team is extremely knowledgeable and friendly. Our designated Account Manager is a delight to work with.

We are hopeful that our relationship with SHI will be able to continue through the next contract term.

Regards,

Marti Marsh

Marti Marsh
Purchasing Officer

4. Financial/Accounting Information and Disclosures

- 4.1 Offeror must provide evidence of financial stability and capability to fund all cost associated with providing the services through the term of the Contract. The latest two (2) years audited annual financial statement(s), including Total Revenue, Net Income, and Total Assets, must be submitted with the Offeror's Offer. If audited financial data is unavailable, explain in full the reason and provide latest non-audited financial information to include Balance Sheet, Income Statement, as well as, Statement of Cash flows and Change in Financial position. Include information to attest to the accuracy of the information provided.

SHI Response:

SHI is a privately owned, financially stable company that operates with no bank debt. In an economy when many companies are downsizing or even closing their doors, SHI remains financially sound and profitable. In fact, we continue to grow through expansion of our product and service offerings, increasing our regional offices, and growing our sales and internal support structure. With an expected \$7 Billion in sales for 2015, you can rest assured that SHI will support your needs today and well into the future.

Please see attached for SHI's audited financial statements for the past 2 years (ATTACHMENT A_Qualifications_SHI_Audited Financial Statements.pdf).

- 4.2 Disclosures – Provide a statement for each item listed below:

- 4.2.1 Information regarding any irregularities that were discovered in any account maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

SHI Response:

SHI does not maintain accounts on behalf of others. There have been no irregularities in any SHI accounts.

- 4.2.2 Full disclosure of any potential conflict of interest, i.e. serving as a member, board member, officer, or having significant financial interest with any company, firm or joint venture with interests in the provision of software.

SHI Response:

SHI does not have any conflicts of interest for this contract.

- 4.2.3 Whether or not, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;

SHI Response:

No, SHI has never filed for bankruptcy or insolvency proceeding. SHI has not undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

- 4.2.4 Whether or not there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.

SHI Response:

No, there are no past or pending SEC investigations involving SHI International Corp.

- 4.2.5 Documenting all open or pending litigation initiated by the Offeror or where the Offeror is a dependent or party in litigation that may have a material impact on Offeror's ability to deliver the contracted services;

SHI Response:

SHI is not involved in open or pending litigation.

- 4.2.6 Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years.

SHI Response:

SHI has never had a contract terminated for cause.



License Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order S325 5 7
Order date 5/ /2015
Customer Account 10237
Customer PO ADSP011-007500:35 9
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
ADSP011-007500:35 9/ evin Lawler
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States

Item No. Mfg Part No.	Description	Qty Ordered
277 9 79 P73-0 309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSP011-007500 Enrollment No.: 8A9181A5 Agreement No.: 7 111 Country of sage: SA	38

* This Is Not An Invoice *
Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Adobe

Adobe Systems Incorporated

345 Park Avenue

San Jose, CA 95110-2704

Phone: 408-536-6000

January 10, 2015

To whom it may concern,

This letter confirms that SHI is an Adobe authorized reseller in good standing with authorizations for Commercial, Government and Education customers.

SHI is authorized to resell Adobe's Desktop Products Worldwide.

Please direct any questions to Bob Seaman at Adobe Systems.

Thank you,

Bob Seaman

Bob Seaman

Adobe Channel Account Manager

516-270-3988

bseaman@adobe.com



Citrix Partner Authorization Letter

Americas

January 15, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873-4145
USA

To Whom It May Concern,

This letter is to confirm that SHI International Corp., Org ID 18272, of Somerset, NJ is a Large Account Reseller (LAR) and is authorized by Citrix to resell all Citrix Products as well as associated maintenance from January 1, 2015 through December 31, 2015.

Regards,

A handwritten signature in cursive script that reads "Donna Buffet".

Donna Buffet
Director, Americas Inside Channel and Operations
Citrix Systems, Inc.

Microsoft Corporation
Attn: Americas Operations Center
6100 Neil Road
Reno, NV 89511-1137



Date 11/18/2015

Re: Microsoft LSP Status Confirmation for the following sales opportunity:

State of Arizona

Microsoft Corporation North America Operations Center hereby confirms that SHI International Corp. is an authorized Licensing Solution Partner (LSP) as of the date above and is approved to provide Microsoft licensed offerings under the specific licensing programs within the specified territory or territories identified on their signed Program Designation Form(s).

We make no representation about the financial strength of SHI International Corp. and third parties should make their own enquiries before entering into business relations.

Regards,

Glenn Morris

Microsoft Sales Executive; National

Microsoft Corporation North American Operation Center



January 26, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

RE: Novell Partner Authorization Status

To Whom It May Concern:


This letter shall serve as confirmation that SHI International Corp. is an active Novell Gold Software Service Agent in the United States and Canada for all Novell/SUSE product lines.

Should you have any questions or need anything further, please feel free to contact me at (801) 861-1573.

Best Regards,

A handwritten signature in black ink, appearing to read "Kristy L. Tingle".

Kristy L. Tingle
Contract Negotiator
Contracts Department
Novell, Inc.



January 7, 2015,

Re: Letter of Endorsement

To Whom It May Concern:

Please be advised that SHI is an active and compliant partner in VMware's Reseller Partner Program. SHI has been a member in good standing since 2006. SHI is allowed to resell all VMware products in all 50 states and Canada.

Please contact me directly if any additional information is required.
Contract documentation is reviewed by VMware's legal department if necessary.

Regards,

Daniel Brodeur

Senior Director of National Partners
VMware
4225 Naperville Road
Lisle IL, 60532

(630) 215-8529
dbrodeur@vmware.com



1/27/2015

SHI International Corp

290 Davidson Avenue

Somerset, New Jersey 08873

Subject: Confirmation of Symantec Partner Program Membership Enrollment

To Whom It May Concern,

This serves to confirm that SHI International Corp is a current member of the Symantec Partner Program (SPP) and has been since 1/2/2002.

SHI International Corp has met the membership requirements of a Symantec Platinum Partner tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

Archiving – Expert	Dynamic Storage and Continuity – Principal
Data Security – Expert	eDiscovery – Principal
Endpoint Security – Expert	Endpoint Management – Principal
Enterprise Backup and Recovery – Expert	Security Monitoring and Management – Principal
Gateway Security – Expert	
Mid-Market Backup and Recovery – Expert	
Mobility - Expert	

SHI International Corp has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and SHI International Corp, and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Thank you,

John Emard

Sr. Director, NAM Channel Operations & Programs

NAM Sales and Marketing Organization

Symantec Corporation

ATTACHMENT B

RESPONSE TO SCOPE OF WORK – METHODOLOGY

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

Instructions:

All materials must be in electronic format that can be received in ProcureAZ (<https://procure.az.gov>), the State of Arizona's electronic procurement system.

- a. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.
 - b. Responses should address the respective requirements set forth in SECTION 3: Scope of Work
 - c. Response to all questions, even if you answer is "Not Applicable".
 - d. Label your response "ATTACHMENT B_Methodology_*companyname*" and state the question number being addressed.
 - e. Narrative response is limited to twenty-five (25) pages. Any narrative response received in excess of the twenty-five (25) pages may not be considered to be a part of the proposal.
 - f. Additional attached information shall indicate the item number and heading being referenced as it appears below.
 - g. The above additional attached information should also include a header labeled, "ATTACHMENT B _Methodology_*companyname_name of additional information*"
 - h. Additional attached information is not included as part of the page total.
1. Offeror shall describe its overall approach to providing solicited services. Include how Offeror plans to meet or exceed requirements of the Scope of Work and Terms and Conditions.

SHI Response:

SHI has extensive experience administering Software Value Added Reseller contracts of this nature, and we are confident that we will meet and exceed the requirements of the Scope of Work and Terms and Conditions. In fact, SHI has enjoyed the opportunity to work with NASPO ValuePoint and the Participating States under the current SVAR contract, and we have taken pride in our ability to administer the agreement to the maximum benefit of the contract users.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each State, while also supporting each individual agency, city, county, township, school district and higher education institution.

Since SHI has supported the NASPO ValuePoint SVAR contract in the past, our implementation will be seamless. Not only have we already proven that we can meet and exceed the requirements, we are ready to do so immediately upon award of the new agreement as well.

Following are some of the steps that SHI takes to ensure the success of our current agreement and to maximize the value to the Participating Members. We will continue with these services for the term of the new contract and will continue to engage with both NASPO ValuePoint and the Participating States to identify areas where we can increase the value we provide.

Account Management & Training—SHI has already identified the members of the Account Teams who support the Participating States—including Account Executives, Inside Account Executives, and Inside Account Managers. The teams meet regularly to discuss the contract, to ensure everyone understands the terms and conditions, and to discuss areas in which SHI is offering, or can offer, additional services in support of the Participating States. Furthermore, SHI's Account Executives regularly meet with individual entities to discuss their purchase history and Volume Licensing

Agreements. We have established a Customer Business Review which is designed to inform agencies about their purchasing history and identify opportunities for consolidation or more efficient use of pricing agreements. We will continue to provide these services with the award of the new NASPO ValuePoint SVAR contract.

Upon award of this contract, SHI will provide training to educate contract users on the new agreement, including training on any new or updated individual State requirements. As appropriate, we will also hire additional Account Executives in Participating States to ensure appropriate coverage for all Government and Education entities. SHI's Account Executive(s) will meet with the State Procurement Office and/or Administration Office for each State to set the timeline for implementation of the new contract and Participating Addenda, and discuss specific procurement and policy initiatives designed by the State. Some examples may include topics such as: Centralized Procurement Policies and Dollar Values, State Specific Software Volume Licensing Agreements, Volume Licensing Key Codes, Enterprise Level Agreement and Bulk Purchases, Authorization Processes, Contract Document Signatories and Processes, Website Review and Discussion, Communication of SHI and the SHI Account Team, State IT Events and Tech Days. SHI's Account Executive(s) will also work directly with each State to ensure the completion of the updated website, and verify document procedures and policies for the SHI Inside Sales Team. SHI's Account Executive(s) will also meet with State Agencies, Cities, Counties and Municipalities to better understand their goals and objectives, purchasing policies, agreements established at the local level, volume licensing management and key code/order confirmation distribution policies. Of course, these will not just be one-time conversations, but rather ongoing communications.

Licensing Programs—SHI regularly reviews all Participating States' Software Volume Licensing Programs to ensure that they are all up to date, and to provide any necessary paperwork and/or procedures for transitioning any Volume Licensing Programs which will be new to SHI. The SHI Account Executives also hold meetings with the Software Publisher Representatives for each State to discuss the State's current and future business initiatives. SHI understands the importance of the relationship between the State, Publisher and Reseller, and we believe that open communication among all three parties is the best strategy to meet the needs of each State. Upon award of this contract, SHI will continue to provide these services and will schedule meetings with key Publishers and each State to discuss purchase history, program changes, and any current or upcoming promotions.

When SHI is involved in setting up a new Volume Licensing Agreement for any State, whether it is at the outset of a SVAR contract or anytime during the contract term, we perform extensive analysis to assist the State in understanding the different Volume Licensing Agreements available and the cost savings between the various Publisher Agreements. SHI invests time in educating each State on the various Software Volume Licensing Agreements, and then assisting the State with any Publisher paperwork necessary to implement the Agreements. SHI's Software Licensing Team is fully engaged with the Account Executive and the State Procurement Officer and Contract Administrator to ensure a smooth process with their Licensing Agreements and assist with the following:

- Contract negotiation and support
- Program requirements and review
- Impact/cost analysis
- Price validation
- Best-practice recommendations
- Organization-wide training, education, reporting and milestone tracking
- Performance metrics and customized reporting
- Organization-wide standardization of contract compliance
- Expiration Tracking and renewals notification
- Maintenance, Subscription and Support
- License Confirmations and proof-of-purchase documents
- Cost-Savings, cost-avoidance analysis
- Allocation and tracking of pre-paid software license agreements
- Electronic Software Distribution
- Media duplication and distribution

Working with Current and New Vendors—SHI adds vendors and products to our databases every day. Our flexibility, breadth of offering, and willingness to evolve along with our customers' changing needs are unique strengths that SHI happily leverages for our customers. Upon award of the new contract, SHI will continue to work with each of the publishers named within Attachment C1 (Pricing Submission Sheet), as well as additional publishers not specifically named in Attachment C1, to make sure we are on the same page and ready to support the new agreement. And of course, we will also reach out to new vendors upon request of contract users, or when we identify new technologies that we believe contract users will want to be able to purchase.

We expect that the publishers will have varying policies and requirements for SHI and for the contract users. Some publishers have additional T's and C's that they will need contract users to review, and some even have their own

agreement for which they will require customer signature. Typically, our Contracts Specialists review the required terms and complete any paperwork that is required of SHI. We also help contract users to navigate through those processes for any paperwork or signatures that the publishers require of the customers. The members of each State's Account Team and SHI's Catalog Team then work together to add the products to the State's customized on-line product catalog.

Web Site—SHI will update the custom product catalog for each State according to the contracted pricing and the State requirements for product inclusion. SHI also offers training sessions and advertises the available training sessions to contract users.

Introductions & Marketing—SHI has a marketing plan for the contract to ensure maximum participation. The contract renewal is a good time to review the plan to make changes and improvements as needed. We will work with the individual states on appropriate timing, and appropriate venues for any face-to-face marketing initiatives. SHI's implementation / transition plan for the new contract provides for a smooth and seamless experience for the States included in the NASPO ValuePoint SVAR agreement, whether they are initial participants or opt to join the contract during the agreement term.

SHI's marketing or outreach to all the participating entities on the contracts we hold is a multi-prong approach:

- SHI's CRM System has been uploaded with every public entity within each State. Each State's Account Executives establish a relationship with each purchasing agent/buyer and IT administrator within the organization and update our CRM so that we can verify that they have been reached. The SHI Account Executive discusses the contract with them and provides them with contact information, website information, and contract guidelines for working with SHI. SHI's Account Executives are proactive in their approach with our customers and prospects, and they regularly engage in on-site meetings and joint phone calls with our publisher representatives.
- SHI's Inside Sales Team members walk individual customers through our www.shi.com website where customers can create quotes, purchase items, obtain order status, and generate reports of their purchases.
- SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter, which contains helpful information on SHI's publishers, new products and promotions, changes to programs, and industry news.
- SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all available entities and discuss SHI's support plan and our partners' solutions.
- SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments.

Each of these elements come together to ensure that SHI meets or exceeds the requirements of the Scope of Work and Terms and Conditions.

Here is what one our customers has to say about her organization's experience working with SHI under the current NASPO SVAR agreement:

"...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and her inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."

- Jennifer Jensen, City of Scottsdale, Arizona

2. Per Section 3.1.3, the SVAR shall Develop and Maintain Website. Describe the website to be established for a state. Address that website's functionalities or special features. You may supplement this response with illustrative screen prints (no more than 10) from one of your company's existing websites. Taking into account the requirements of Section 3.1.3, address at a minimum:

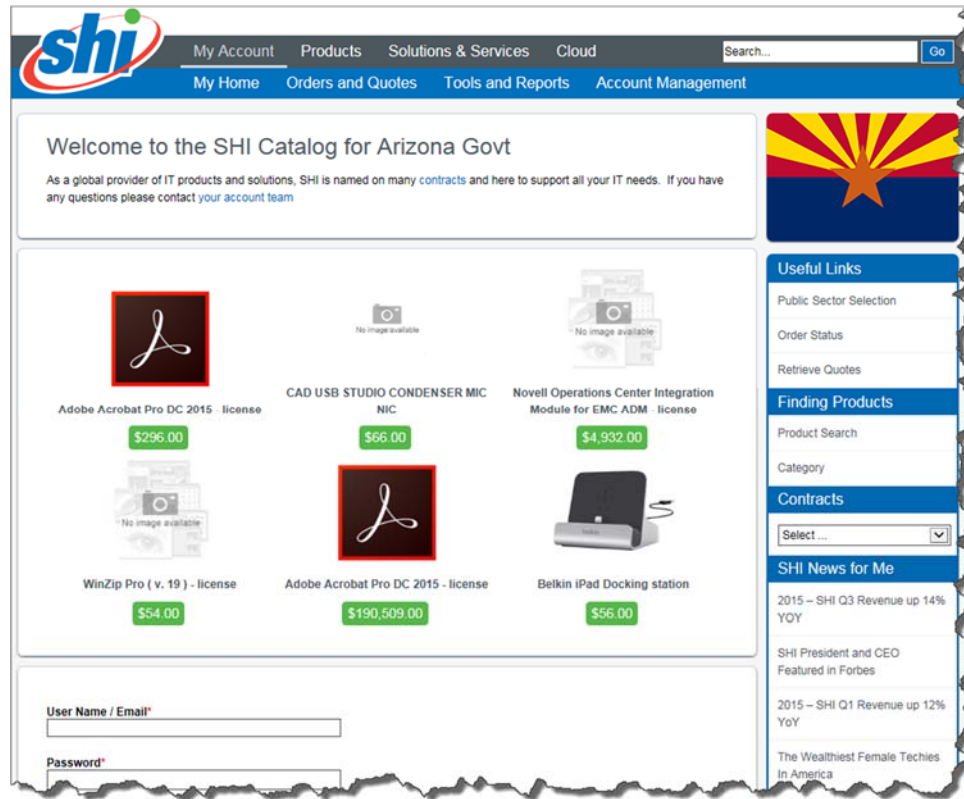
- 2.1 Home page appearance and information;

SHI Response:

The SHI.COM home page (www.publicsector.shidirect.com) provides news announcements, links to industry information, and links to the SHI Blog. Once the customer selects the proper vertical (government or education) and their State, they will see their customized home page, where SHI provides information specific to the State and the NASPO contract, including:

- Account team contact information
- News articles
- Customized product catalog
- Contract information
- Links to quotes, order status, and tracking details

SHI also offers the flexibility to create and post additional content that is specific to the NASPO ValuePoint SVAR contract, and/or to an individual Participating States' purchasing rules or preferences. An example welcome page is shown below:



2.2 On-line tutorials;

SHI Response:

SHI offers webinar tutorials for the navigation of our web site. In addition, the members of your Account Team and the SHI Web Administration Team are available to assist with navigation and any technical issues that may arise.

2.3 Product catalog (include searchable fields, products to be included, how license information is provided);

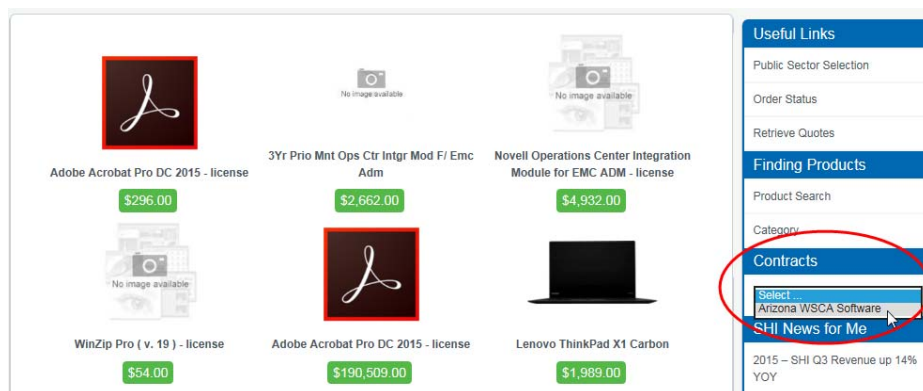
SHI Response:

SHI has created a customized product catalog to reflect the products and pricing under the NASPO ValuePoint SVAR agreement. With thousands of software publishers already available to NASPO ValuePoint SVAR customers within our master catalog, the updated catalog will be available – and robust – immediately upon implementation of the new contract. While the master catalog will be available to all Participating States, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs.

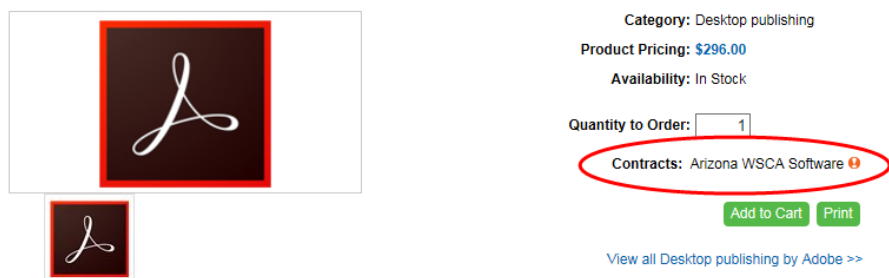
Upon award of the contract and throughout the term of our agreement, SHI updates the product catalog to reflect any product changes. Customers can search by keyword, then filter the search results by various criteria, such as:

- Contract
- Manufacturer
- Product Type
- Licensing Program
- Platform

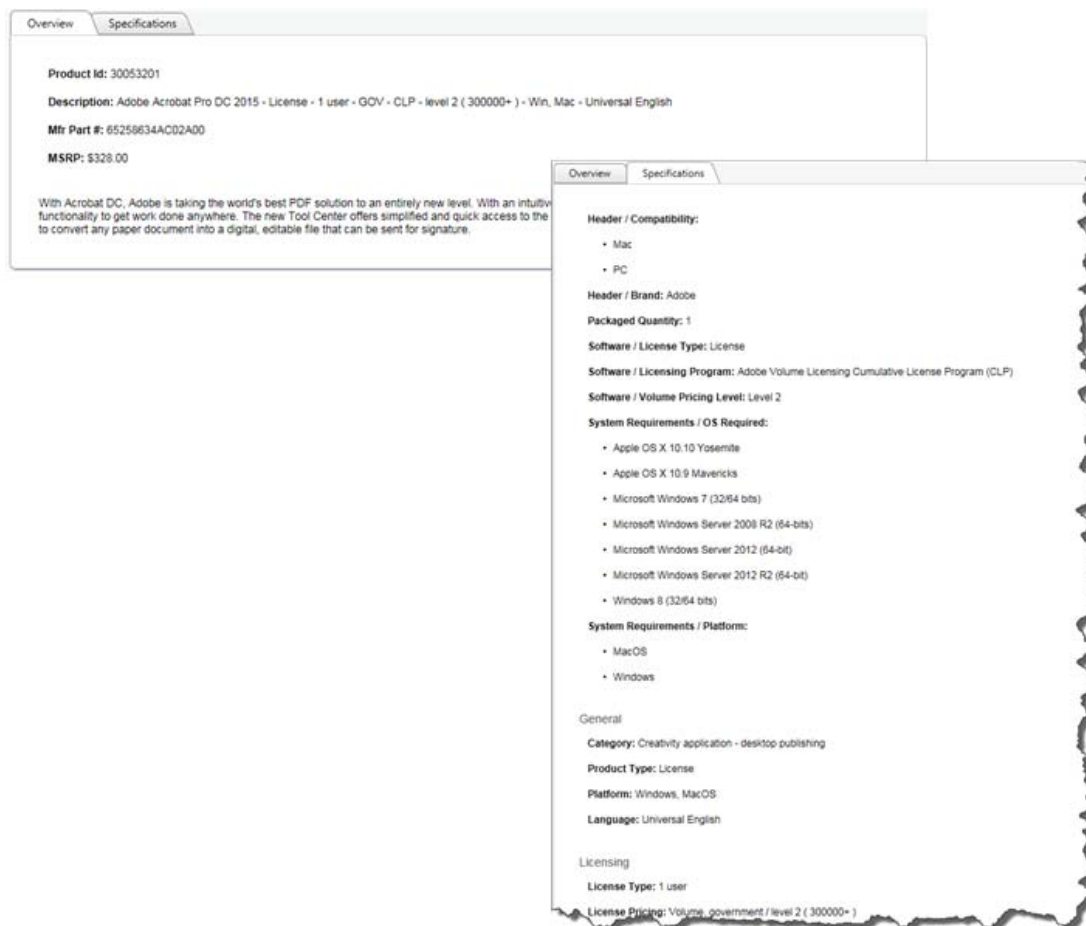
Some examples of searches are shown below:



Adobe Acrobat Pro DC 2015 - license



Within the product catalog, SHI provides detailed product specifications. Please see one such example below:



SHI Response:

SHI has created a website and custom catalog for our current NASPO ValuePoint SVAR contract. Upon award of this contract to SHI, we will work with NASPO ValuePoint and each Participating State to review the catalog and requirements for each State, and to make the appropriate updates.

As an example, following is a link to the current catalog for State of Arizona Government. Note that each Participating State has its own home page at SHI.COM. <http://www.publicsector.shidirect.com/slg/az>

In addition to the functionality described above, SHI's website also provides our customers with links to valuable information such as the SHI Blog, SHI Newsletters, and customer-specific Account Team contact information.

2.5 Downloadable standard reports. Include:

2.5.1 How information is controlled and sorted (e.g. what information LSCA can access);

SHI Response:

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire NASPO ValuePoint SVAR contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or for a Participating State that wants to understand statewide purchasing trends, or for the LSCA to review a comprehensive report of all NASPO ValuePoint SVAR purchases, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. Current SVAR customers find this custom capability helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account, as well as NASPO ValuePoint as a whole, to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

2.5.2 How state Procurement Officer can obtain purchasing profile for Users and volume in State;

SHI Response:

The State Procurement Officers will be granted a higher level of access, allowing them to run reports and view activity across authorized users.

2.5.3 How an individual User can obtain only their information.

SHI Response:

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

2.6 How website is monitored, kept current and accurate.

SHI Response:

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information and pricing, ensuring that contract users are always accessing the latest products and at the correct price.

3.
- Describe your Company's method for tracking software licenses and ensuring that Participating States receive timely notifications of renewals or are advised of volume agreement opportunities or vulnerabilities, etc.

SHI Response:

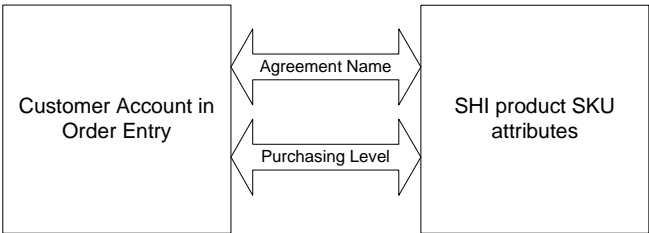
SHI has earned a reputation as the most effective license provider in the industry. Our software procurement consulting services and expertise, our license tracking and reporting capabilities, our robust Software Asset Management (SAM) tools, and our commitment to operational excellence all work together to make it easy for our customers to choose the licensing programs that are right for them, and to effectively manage those programs.

Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

The process begins with the creation of part numbers within SHI's system. Each of SHI's SKU numbers have various attributes associated with them—among them are Product Type, Manufacturer Name, Program Name, Program Level, and Pool. These attributes trigger the license purchase process within our order entry system. So, our system knows that products that have Types of "License Only", "Maintenance Only", or "License with Maintenance" are non-deliverable items. In addition, each SKU is identified according the manufacturer name, Licensing Program name, Purchasing Level, and Pool, as applicable. An example is Manufacturer=Microsoft, Licensing Program=Select Plus, Purchasing Level=D, Pool=Systems. The price for this SHI SKU will always reflect the current price for the product purchased under the Microsoft Select license at purchasing level D.

The next step within the process is to identify those customers within our order entry system who have software Volume License Agreements (VLAs). Once the VLA has been processed with the manufacturer, the SHI Licensing Representatives link the customer's account key in SHI's order entry system to the appropriate licensing agreements, including the contract number, enrollment number, purchasing level, the anniversary dates, and the maintenance dates. The customer's Account Executive works with the Licensing Representatives to ensure that all contract data is accurate. By identifying this information at the account level, SHI ensures the accuracy of our data capture and reporting to both the customer and the Software Publisher.

Once those steps have been completed, your SHI Inside Account Manager can process orders within SHI's systems. Using the data described above, SHI's order entry system compares the customer account to the SHI SKU and validates that the order is being entered correctly.



Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a

data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

3.1 The standard sort-able data fields established for these records.

SHI Response:

It is important to note that SHI not only collects the standard fields we need to process each order, but we also have the ability to collect customized data fields for each individual customer. The following are the standard data fields available, today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

3.2 The information tracked on behalf of Participating States.

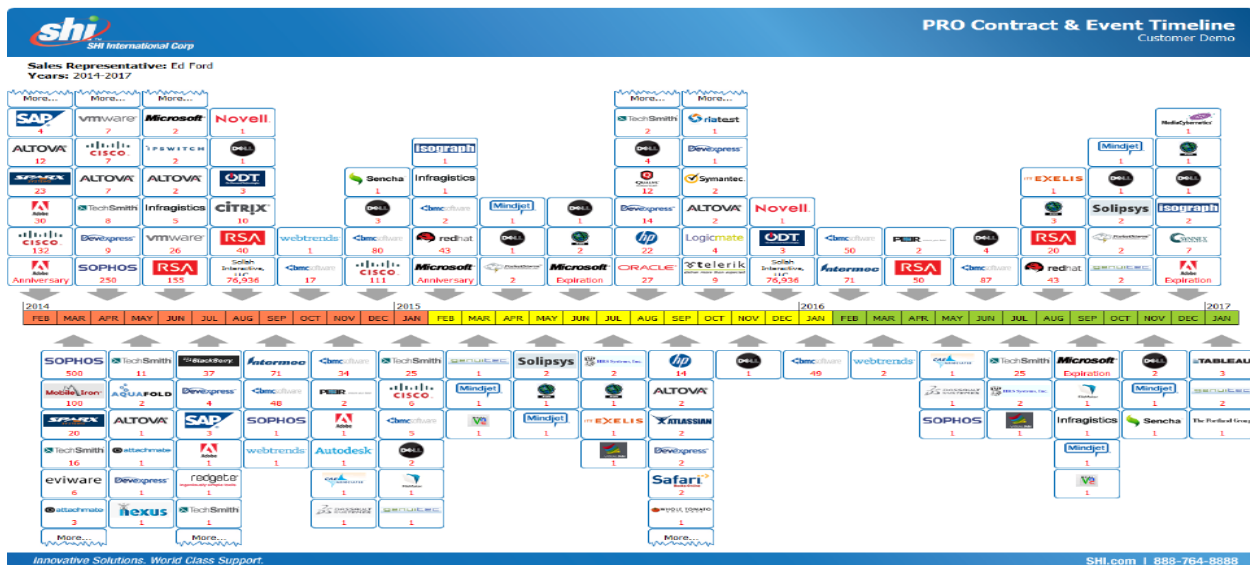
SHI Response:

SHI makes all NASPO ValuePoint SVAR required reporting available by State to each Participating State, and we also have the ability to provide customized reports as requested by each Participating State. In addition to the standard fields described above, SHI also has the capability to collect customized data fields, which can be established at the NASPO ValuePoint Level, at the Participating State level, and/or per individual customer. We are pleased to offer both standard and customized reports to each Participating State, in addition to the overall NASPO contract reporting.

3.3 How reminders of significant dates or volume plateaus are triggered. Include how your Company, as a partner with the Participating State, communicates with the State to ensure no deadlines are missed or opportunities unexplored.

SHI Response:

SHI understands that it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: The Polaris Renewal Organizer (PRO). Available as a value add to SHI customers only, and at no additional cost, PRO compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Following is an example of what a customer can expect to see using the PRO Timeline:



As described above, SHI collects the maintenance expiration date in our order entry system each time a customer purchases maintenance. Through our PRO Renewal Management Service, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software renewal lifecycle efforts. These efficiencies support our customers' existing operating processes and in some instances SHI's PRO service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. Participating States will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with inappropriate software publisher buying programs (e.g., contractual vs. transactional licensing programs, individual vs. cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the Publishers to co-term maintenance contracts, when permitted by Publishers' licensing programs

4. Describe your Company's method of ensuring a Participating State receives documentation of Proof of License that can be provided to requestors (e.g. auditors, in response to FOIA requests, etc.)

4.1 Describe process for providing Proof of License to a buyer. Provide a sample Proof of License.

SHI Response:

SHI understands that many customers require a deliverable with all purchases, and many Publishers' Volume License Agreements themselves do not meet this need. While proof of license may be obtained for some Publishers through the Publisher licensing web site, for example the Microsoft Volume Licensing Service Center (VLSC), similar web sites may not be available for all of the Participating States' licensing programs. To standardize a tracking method across all licensing programs, SHI has established a service through which we provide automatic license confirmations to our customers. At the time of order placement, your Inside Account Manager can enter the Email address of the end user (or other representative within the customer's organization who should receive the license confirmation, e.g. IT Manager). SHI's systems will automatically send the license confirmation to that Email address. Many of our customers use this service to "receive" the product so that their Accounting Department can pay the invoice, or to hold on file as a back-up copy of their proof of license.

SHI is including a Sample Proof of License and a Sample Order Confirmation as attachments to this document. (ATTACHMENT B_Methodology_SHI_License Confirmation.pdf and ATTACHMENT B_Methodology_SHI_Order Confirmation.pdf). Please note that upon the customer's request, SHI can include the License Key information for software installation on the Order Confirmation.

- 4.2 Explain method of retaining back-up copies of Proof of License. State how quickly a duplicate copy can be provided.

SHI Response:

SHI maintains all purchase history data in our order entry system. At any time, we can re-send the license confirmation, the invoice, or a sell-through report to provide proof of license for a customer. In most cases, this duplicate copy may be provided within four business hours of the customer request.

- 4.3 Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a "True Up").

SHI Response:

SHI is well-recognized in the industry for our reporting capabilities, and the Software Publishers whose products we offer accept SHI's reports as proof of license. Our reports carry all of the information required by the SIIA and the Software Publishers to serve as proof of purchase—including the purchase date, the product number, description, and quantity. We will work with each contract user and the Software Publishers during times when licensing compliance must be demonstrated (e.g. during True-ups) to ensure that accurate licensing information is provided. Additionally, SHI can produce copies of invoices to support each report transaction, as needed.

5. Reports

- 5.1 Describe standard reports which can be generated for a State (other than downloadable reports addressed earlier). Provide sample reports.

SHI Response:

SHI offers a wide range of reports, both standard and custom. The following lists the standard fields that are available within a standard detailed report:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

The descriptions below represent just some of the standard report formats that are available. Reports are available weekly, monthly, quarterly, or ad hoc. SHI does not charge for the reports we provide.

Sales History Reports

These standard reports provide an overview of your purchases from SHI. As mentioned previously, our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- ⇒ **Contract Invoice Detail** – details the purchases by contract number.
- ⇒ **Manufacturer Profile** – Summarizes purchases over the past 12 months by manufacturer name.
- ⇒ **Invoice Details** – provides detailed transactions and can be run for selected manufacturers or across all manufacturers. The report can detail each transaction or summarize the spend by part number.
- ⇒ **Spend by Customer, by State, or for all NASPO ValuePoint** – to put the right information in the right hands, each of the above reports can be pulled based on a specific organization, State, or across the entire contract.

Reports are available on-line to those customers who have the authorization level to run reports or can be requested through your Account Team.

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

- 5.2 Describe on-line, real time, reporting capabilities using established state website reports:
 - 5.2.1 Standard Reports. Provide sample reports.
 - 5.2.2 Reports that can be generated by the LSCA.
 - 5.2.3 Reports that can be generated by the Participating State. Provide sample reports.
 - 5.2.4 Reports that can be generated by the User agency. Provide sample reports.

SHI Response:

SHI provides an online tool for generating reports. The user's ability to run reports online is based on permissions assigned to the user names; therefore the LSCA, any authorized users within each Participating State, and any authorized users in the User Agencies will be permitted to run reports specific to their level of access. While the report options will be the same, the reporting results will be customized. In other words, the LSCA will be able to run reports based on purchases under the contract and across the Participating States. The authorized representatives within the Participating States and User Agencies will be able to run reports according to the level of data to which they have access (i.e. statewide or specific department/agency within the State).

SHI customers may access reports by requesting them from their Account Team or by running reports directly from our website. To run a report online, the user will simply select the report type and the date range for the report, and then the Email address or addresses for delivery of the report. In addition, the user may select the desired report format, i.e. Microsoft Excel, html, tab delimited text file, or fixed width text file. Once the form is complete, our server will run the report and send the Email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI has the ability to provide more than 25 different types of standard reports for customers, depending upon the type of information and level of detail that the customer wishes to see. Reporting information is viewable online or available as an export to a file (as described above).

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

- 5.3 Address whether your Company is able to provide "Custom Reports" as an optional service to Participating States, should State determine to utilize this service? (See Section 3: Scope of Work, 3.7.3 Custom Reports)

SHI Response:

Yes, SHI is able to provide Custom Reports for any State which wishes to utilize this service. SHI fully understands NASPO ValuePoint's need for flexibility in reporting. In addition to the standard data we capture for each order, SHI also has the ability to capture custom fields as requested by our customers; these fields are customizable at the customer billing account level. SHI works with each Participating State and User Agency under the contract to understand their reporting needs and to ensure we are capturing the data required. Once the information is captured in our order entry system, it is available for inclusion on reports and invoices. SHI is already providing these types of custom reports to many NASPO ValuePoint SVAR contract users today, and we will also review these requirements upon award of contract and make any necessary changes or additions.

- 6. Describe how your Company works with a State and publisher to maximize the State's value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:
 - 6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements.

SHI Response:

SHI is proud to support the software licensing requirements of the Participating States today, and we look forward to continuing to provide this support under the new contract award. Our Account Executives are knowledgeable about and experienced with the Software Publisher Licensing Agreements, and our Software Licensing Department is staffed with specialists who are available to meet with our customers, to discuss their licensing requirements, and to review their options for meeting those requirements in the most advantageous way possible. SHI regularly works with each Participating State and each applicable Publisher to provide the following services:

- Review current agreements to assist the customers in understanding the terms and to ensure the licensing agreements meet the customers' current needs.
- Assist with allocation of licensing benefits (e.g. Microsoft SA benefits such as training days and the Home Use Program) to help customers achieve maximum value from each licensing agreement.
- Track license purchases, review purchase history, and discuss forecasts and future plans to identify current agreements that may be re-leveled, or additional agreements that may be of value.
- Recommend new volume licensing agreements or alternatives to the software Publishers on our customers' behalf, and proactively assist with negotiations, paperwork, and implementations.
- During Customer Business Review Meetings, SHI Account Executives review the customers' purchases to ensure they are on track with their license commitments and contract milestones, and to help customers plan and budget.

6.2 Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all State's.

SHI Response:

SHI understands that our customers, and especially our public sector customers, need to reduce costs, identify areas for savings, and ensure that they are achieving best value for their IT spend. SHI will continue to work with all of the Participating States and individual contract users to identify savings not only within each State, but across all NASPO ValuePoint participants, whenever possible.

SHI is not always the only source for a particular software title. However, we do possess a unique advantage in the industry. Our knowledgeable team members, long history with public sector customers, and top-level Publisher relationships all allow us to understand how to leverage our customers' cumulative purchase history and volume in order to better manage the Software Contracts, consolidate the spend, and identify areas for cost savings.

Every day, SHI identifies ways that our customers can reduce their expenditures on IT software. We partner with our customers, and we negotiate on their behalf, in order to obtain the most favorable terms possible. The following demonstrates some of the ways we identify cost savings opportunities for our customers today.

- **Licensing**—Whenever possible, the SHI Account Team provides quotes for licenses, rather than shrink-wrap software; licensing options can offer tremendous savings over shrink-wrap. Even within licensing programs, there are often additional nuances to consider. For example:

Transactional Licensing Programs — These types of licensing programs can offer significant savings to customers who purchase in large quantities, but who are not able to make a contractual commitment or forecast buying estimates. These license programs usually require a first time buy-in (sometimes as few as 1-5 licenses will qualify), which sets the discount level. The terms and conditions will vary by publisher, but whenever a purchase is eligible for these discounts, the SHI Inside Account Managers will provide the information to the customer at the time of quote. The SHI Account Executives will also identify these types of opportunities during meetings with each Participating State, to provide additional visibility to savings opportunities.

Contractual Licensing Programs—SHI Account Executives regularly make recommendations for contractual licensing programs after reviewing each customer's, and each State's, purchase history. These opportunities cannot usually be identified based on single quotes; instead the AE uses SHI's comprehensive purchase history reports to monitor each customer's purchases over time. The SHI AE not only reviews one-off purchases to identify opportunities for new Volume License Agreements, but also reviews all purchases under existing agreements and makes recommendations for when a customer should be negotiating for higher discount levels and/or better terms.

- **Discount for shrink-wrap**—If a particular customer has purchased and/or will purchase a single product in large volume, but the software publisher does not offer a licensing program, that customer still may be able to receive a

better discount. In these cases, SHI Account Executives work with the publisher and the contract user to forecast volumes and to negotiate pricing on those forecasts. The publisher may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by that contract user and that reflects the additional discount. In another scenario, the publisher may require a one-time volume buy-in. In this case, SHI can hold the inventory in our warehouse and ship the product on an as-need basis to the customer site. Again, these products would be inventoried under a State-specific SKU, so no other customer can purchase that inventory.

- **One-off Price Discounts**—SHI is experienced at negotiating one-off price discounts based on volume on a case-by-case basis. When your SHI sales team receives an inquiry for a large quantity of products, the team will make every effort to negotiate an additional discount with the software publisher. SHI will then pass this additional discount through to the State.
- **License Re-deployment**—SHI has a tool that makes it easy to hold licenses in “virtual inventory” and then re-deploy them within the organization. This way, licenses owned by a particular group or business unit within an agency that are no longer required can be re-assigned to another business unit that needs them (subject to publisher licensing rights), thus eliminating the need to purchase those licenses again. At times SHI charges a nominal fee for this service; however the customer recognizes significant savings over procuring a net new license.

Depending upon the needs of the Participating States and the flexibility of the publishers’ programs, each of the cost savings opportunities mentioned above may be able to be applied at the individual customer level, the State level, or even for all NASPO ValuePoint participants. SHI’s detailed reporting and regular review of spend give us the visibility and information needed to work with software publishers on your behalf and to create the most possible savings opportunities.

6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.

SHI Response:

SHI communicates regularly and at the executive level with the industry’s top software publishers, and they respect the knowledge and perspective that SHI is able to offer. SHI is well-known for our active participation in contracts such as the NASPO ValuePoint SVAR contract, and for our ability to advocate on our customers’ behalf for advantageous pricing and terms under a contract of this nature. With our performance under the current SVAR contract, we have already laid the groundwork for this type of leverage within the software publisher community.

As one example, in 2014 SHI worked very closely with the state of Alaska and with Adobe to build out a customized Adobe Enterprise Agreement, otherwise known as an ETLA. The project required a huge effort by all three parties consisting of much analysis and a series of meetings over an extended period of time. All of these efforts ultimately allowed the state to recognize a huge return on their investment, resulting in substantial cost savings as well as providing a significant reduction in administrative cost. The cost savings became evident to the State when they realized that they would be able to leverage their bulk, cumulative spend to qualify for a custom deeply discounted Enterprise Agreement. This new Enterprise Agreement provided the State with pricing that was locked in over a multi-year term, and available to all departments regardless of their individual size or spend level. Administratively, this agreement was also very beneficial to the State because they were able to eliminate the challenges of managing multiple disparate one-off software and maintenance purchases, and instead transition to streamlined and consolidated annual payments. SHI worked with the State to provide custom invoices to each individual state department to ensure that their individual allocations of the Enterprise Agreement were appropriately distributed so that each agency could accurately plan and budget for this expenditure, which ultimately benefited the departments by turning an unpredictable capital cost into consistent and structured operational costs. This agreement allowed the State to achieve clear and substantial cost savings, while also ensuring access to the latest and greatest Adobe products and support.

SHI has engaged in similar efforts with Adobe in other current Participating States as well, and our efforts have been so successful that we are continuing to roll out this formula in additional States as well. And of course, this is just one example of our partnership with one publisher. We have achieved these types of successes across all Participating States, and for a wide range of software publishers. In short, SHI has the people, the processes, the licensing expertise, the industry credibility, and the desire to help all NASPO ValuePoint SVAR participants to access better licensing options and achieve greater savings than they would have otherwise been able to accomplish.

6.4 Working with State and publisher to obtain the best quote on a high volume purchase.

SHI Response:

SHI regularly works with our customers and our publisher partners to obtain the best quote on a high volume purchase. At times, the customer brings it to our attention that they are planning a large buy. At other times, we notice a trend of increased spend for a particular publisher or product and we bring it to our customers' attention. In either case, we proactively work with our internal licensing and purchasing teams, the publishers, and if applicable the publishers' authorized distributors to determine all options for the most economical purchase.

One recent example occurred when the SHI Account Executive working with the State of Montana noticed a trend where there were multiple agencies within the State who were inquiring about a certain software publisher, Varonis, at around the same time. Rather than just providing standard pricing and looking at each opportunity individually, the SHI Account Executive took the opportunity to introduce the Varonis sales representative to the Montana State Contract Officer to initiate a conversation around volume savings. Working closely with Varonis and the State, SHI was able to help negotiate a set discounted price based on the forecasted cumulative spend of all departments, so that all departments could purchase independently at their discretion but benefit from the volume of all departments' purchases.

6.5 If, and how, your Company uses historical purchase information to provide targeted assistance to State.

SHI Response:

Yes, SHI absolutely uses historical purchase information to provide targeted assistance to the State and to each contract user. As one example of how we put this into practice, SHI Account Executives work with each State to establish a schedule for Customer Business Review meetings, typically held quarterly. While these meetings can cover a wide range of topics, including goals, SHI services, emerging technologies, and impending licensing changes, SHI Account Executives also share information regarding spend with SHI in order to identify additional areas for cost savings and provide targeted assistance to each Participating State. During this business review meeting, SHI provides customizable reports in detail and summary formats, to help customers analyze their software spend and identify potential areas for savings. SHI also provides a "dashboard" view of a customer's purchase history with SHI.

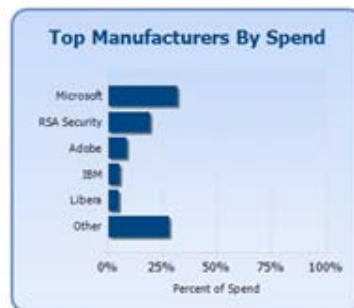
SHI is including a Sample Customer Business Summary on the page which follows.



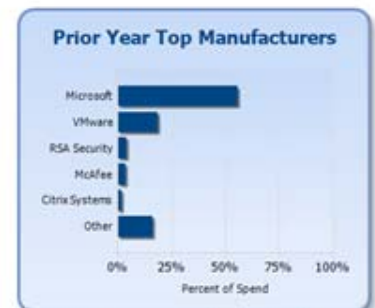
Summary	
# of Customer PO's Invoiced in Period	208
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	83
Total Spend:	4,122,899



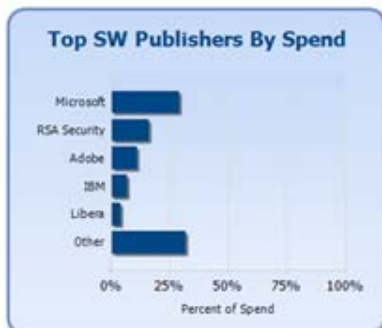
Product Type	Revenue	% Spend
Software	3,202,104.73	77.66%
Service	883,359.00	21.42%
Hardware	37,435.00	0.90%



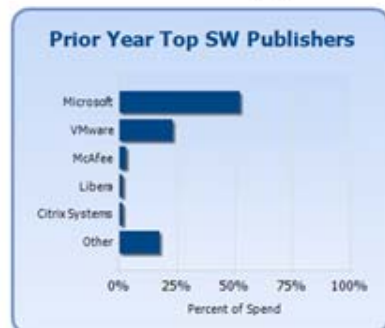
Manufacturer	Revenue	% Spend
Microsoft	1,329,249.06	32.24%
RSA Security	798,753.00	19.37%
Adobe	366,328.00	8.88%
IBM	245,778.00	5.96%
Libera	220,933.00	5.35%
Other	1,161,857.67	28.20%



Manufacturer	Revenue	% Spend
Microsoft	5,286,831.24	55.76%
VMware	1,763,506.64	18.60%
RSA Security	396,860.00	4.18%
McAfee	340,768.00	3.59%
Citrix Systems	164,102.00	1.73%
Other	1,528,206.45	16.14%



Manufacturer	Revenue	% Spend
Microsoft	930,272.06	29.05%
RSA Security	517,072.00	16.14%
Adobe	366,328.00	11.44%
IBM	233,902.00	7.30%
Libera	136,924.00	4.27%
Other	1,017,606.67	31.80%



Manufacturer	Revenue	% Spend
Microsoft	3,990,028.24	52.31%
VMware	1,763,506.64	23.12%
McAfee	256,500.00	3.36%
Libera	134,424.00	1.76%
Citrix Systems	133,050.00	1.74%
Other		

Top Products by Spend

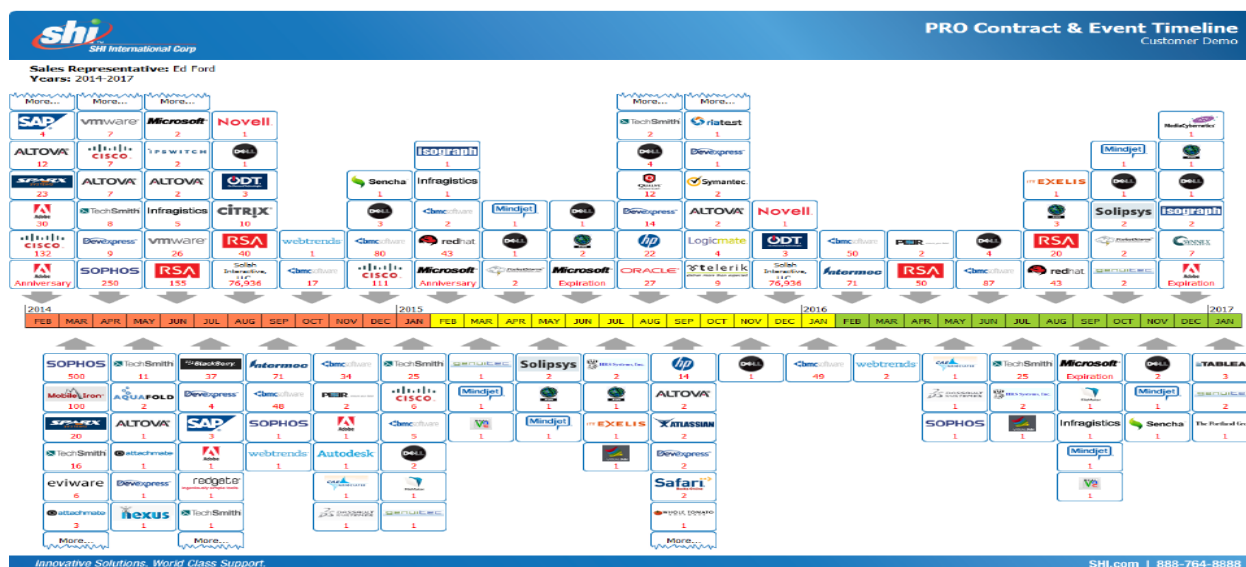
Manufacturer	Manufacturer Part #	Description	Qty	Revenue	% Spend
Microsoft	U7S-00008	Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - GOV - EA Subscription - All Languages	8,500	\$X,XXX,XXX	31.17%
Microsoft	NPN-MICRO-PREMI	Microsoft Premier Support Services	1	\$XXX,XXX	8.69%
Adobe	1st Term Year	12month Term License and M&S for 2 CPU's of LiveCycle Forms, Output, PDF Generator,	1	\$XXX,XXX	8.04%
RSA Security	PS_CUS_ARC_RSDNT	Hours of Archer Professional Services Resources to do the Architecture, Design & Implementation	1,198	\$XXX,XXX	6.45%
Microsoft	USJ-00028	Microsoft Enterprise CAL Suite Bridge for Office 365 - Step-up license & software assurance - 1 user CAL - upgrade from Core CAL Suite Bridge for Office 365 - Enterprise - Win - All Languages	8,500	\$XXX,XXX	4.53%

6.6. How maintenance support is to be made available.

SHI Response:

All maintenance support available through SHI from the Software Publishers is included within SHI's product catalog. Depending upon the publisher, the maintenance support may be bundled with the license or may be purchased separately. When a customer has questions about how to purchase the maintenance support or what is covered in the purchase, SHI's Inside Account Managers understand these programs and provide assistance.

SHI then tracks the maintenance purchase in our order entry system. In addition to the standard information captured for all purchases, SHI captures the maintenance expiration date. SHI uses this information to provide the renewal timeline on SHI.COM and renewal reports. The following is a sample of the renewal timeline:



6.7 Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.

SHI Response:

At SHI, we understand that purchasing the right products at the right price is important, and of course we strive to assist our customers with selecting the best products to address their needs and helping them to acquire those products efficiently and economically. But we understand the customer's experience with their products doesn't end there, and so our involvement doesn't end there either. In order to help our customers to truly achieve best value from their IT spend, we want to support our customers in fully adopting that technology as well. As depicted on the graphic below, each of these elements are critical to understanding our customers' vision and helping them obtain best value. We regularly assist NASPO ValuePoint customers with their installation and use of products by ensuring that they receive any necessary key codes and licensing and installation information, and we also help our customers to engage with our publisher partners to discuss relevant Case Studies and best practices for product use. For customers who require additional assistance for complex use cases, SHI also provides additional fee-based services for deployment and support.



SHI strives to help our customers achieve best value from all their software purchases. Toward that end:

- SHI provides pre-sales support teams to assist our customers with their licensing strategy and the design of the solutions that address their specific needs. SHI remains vendor agnostic in our pre-sales support, ensuring the customer is always receiving the solution that best meets their needs, rather than the needs of an individual Publisher.
- SHI's teams are available to assist with the selection of the product, licensing models, and the transaction process. In most cases, the software is available for download directly from the Publishers' web sites. SHI's Software & Licensing Specialists are available to assist customers through the process and navigating the Publisher sites.
- SHI supports our customers initiatives around deployment planning, product training (classroom or computer based), and post-sales support options. Many of these services are fee-based and the SHI Account Executive will assist the customer with understanding their options.

7 A significant aspect of this service is to be Value-Added Services.

7.1 Describe how your company handles the complexities related to enterprise license agreements (e.g. Microsoft EA, Adobe CLP, etc.). Include how you assist customers (especially first time customers) through this process to ensure they are comfortable moving forward, and are knowledgeable about the agreements once they are complete?

SHI Response:

As described throughout this proposal, SHI has many resources in place to ease the burden many organizations face in the management of the varying requirements of the Publisher's Volume License Agreements. SHI understands that there is much more involved in successfully implementing a Volume Program than just signing the contract. Each publisher has a different set of terms, conditions and requirements, which can leave a customer with the burden and expense of putting resources in place to manage their license programs. SHI offers resources to relieve our customers of that burden and expense.

SHI's goal is to allow our customers to realize the benefits and cost savings from software license agreements without having to change their internal processes and/or workflow. SHI helps our customers to compile information from any pre-existing license agreements, along with the requirements of any new license programs, to establish a single source of information and minimize your license tracking requirements. SHI also helps our customers to integrate the requirements of the

Publisher's Licensing Agreements with their existing procurement process to maximize the benefits.

SHI stands apart from other software resellers as the Number One enterprise software advisor to the world's largest organizations with the most complex IT environments. Our success has been based on the resources we have allocated to software license program management, in support of both our customer relationships and our publisher relationships. Furthermore, SHI offers a wide range of tools and services designed to ease the management of license purchases and deployments. Our focus starts with ensuring that each customer is educated on all the options available, and continues all the way through to the Asset Management Tools that allow our customers to manage those intangible assets throughout their organization.

Assisting Customers Through this Complex Process—The SHI Account Executives have the expertise, the public sector experience, and the internal resources necessary to evaluate a customer's existing system and application environment to provide an analysis of their licensing options. SHI Account Executives work closely with the Participating States to understand standards and future direction, with an emphasis on leveraging your existing install base, future rollouts, and competitive upgrades and maintenance. These efforts, combined with realistic forecasts, assist each customer with comparing the various options available and the savings realized by executing the identified Volume License Agreement.

Our Licensing Department is staffed with manufacturer-dedicated and certified experts who are available to assist the Account Executives in recommending and supporting their customers' licensing agreements. They work closely with our software partners to understand the ins and outs of their complex volume licensing agreements, to ensure that SHI has the most up-to-date information available, and to distribute this information to SHI's sales force. SHI Licensing Representatives are responsible for reporting the customers' purchases to the manufacturer within the timeframe and format required. These representatives are available to assist the members of the SHI Account Team and SHI customers with questions regarding software Volume Licensing Agreements. **To give you an idea of the breadth of experience within our Licensing Department, we are providing a list of licensing resources available to support this contract as an attachment to this document (ATTACHMENT B_Methodology_SHI_Software and Licensing Team.xlsx).**

In short, SHI understands that enterprise licensing agreements can be quite complex – but these agreements also provide significant benefits in terms of cost savings and reduced administration costs. The SHI Account Team endeavors to simplify the process for our customers, while ensuring that they receive maximum benefits from the agreements.

- 7.2 Describe how your company handles transitioning a group of customers from an account manager with whom they have built a relationship to an account manager who is new to them?

SHI Response:

There are two types of scenarios in which we would need to transition a group of customers from an account manager with whom they built a relationship to an account manager who is new to them:

One scenario is if SHI has earned a new contract, and we helping a customer to transition to SHI from another reseller. SHI has a great deal of successful experience transitioning customers to our organization, and we have an implementation plan that will make the process as seamless as possible. SHI had the opportunity to work with a large number of NASPO ValuePoint SVAR customers to transition them to SHI when the term of the current SVAR contract first began. Any of our current SVAR references could provide input on their experience with this transition. And because we already have accounts and ordering processes established with these customers, the implementation of the new contract will be seamless.

Another scenario during which SHI would need to transition customers to a new account manager would be for current SHI customers who are transitioning from one SHI Account Executive to a new SHI Account Executive. Because the tenure of SHI's field sales team is so high, we do not have much turnover. Most current NASPO ValuePoint SVAR customers have worked with the same SHI Field Account Executive throughout the contract term. However, we do occasionally need to transition a customer. At times, we add new members to our sales team to ensure that our current team members maintain enough bandwidth to serve our customers proactively, and this sometimes requires a transition.

One way that we ensure a smooth transition is by providing our customers an Account Team approach. Our customers at SHI have access to both a field Account Executive and an Inside Sales team. There are multiple people who are familiar with each customer and understand the customer's needs and processes. We also document our customers' needs within our internal systems. These things ensure continuity during absences and vacations, as well as at a time of transition.

Regardless for the reason for the transition, there are steps we take to ensure that process is smooth:

- 1) Hold an introductory meeting to understand the key contacts/roles within the customer and how they are organized
- 2) Introduce SHI key contacts – inside and outside team and ensure customer has up to date contact information and understands who to contact for specific requests
- 3) Discuss current processes and best practices
- 4) Understand the customer's goals and vision, and what are they trying to accomplish in the next 3-5 years so we can begin (or continue) to bring appropriate solutions together
- 5) Conduct ongoing health checks to ensure that the customer is getting the best service and gaining efficiencies where possible

Here is what one current SVAR customer has to say about his organization's experience when transitioning to SHI from a previous reseller:

"In September 2011, the City of Phoenix adopted the State of Arizona Software Value Added Reseller contract with SHI. Thanks to the hard work by the account manager and her inside sales team, the transition from the previous supplier to SHI was seamless. SHI has been a great partner to the City during the last four years."

- Larry Jue, Senior Buyer, City of Phoenix

7.2.1 How do you ensure that all of the customers' needs are met?

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular communication with our customers. SHI Account Executives meet with the Participating States and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

SHI encourages and actively solicits customer feedback. Our Director of Quality collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under the current NASPO ValuePoint SVAR agreement. SHI holds the most Participating Addenda and has achieved the most volume under the contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.

Here is what one SHI customer has to say about SHI's ability to meet his organization's needs under the current SVAR contract:

"I am writing this letter to recommend SHI as a value added reseller of Software for the State of Arizona. I worked as an IT infrastructure manager for the Department of Corrections for six years and have been working at the City of Phoenix the past three years. I can attest that during my career in Information Technology I have never worked with a vendor that was more responsive and provided better customer service than SHI. When a quote was needed for software, SHI always provided timely service and never left us waiting. In addition SHI would contact and meet with our teams to make sure the needs of our organization were being met. When help was needed reconciling licensing SHI was accommodating and quick to help by providing useful reports. SHI is a great resource and truly an exceptional partner. I wholeheartedly recommend their services."

-John Ryan, City of Phoenix Information Technology Services

7.2.2 How do you ensure the new account manager is given the resources necessary to be successful in the new role?

SHI Response:

SHI understands how important it is for our customers to receive support from a representative who has the proper training and resources to best serve you. At SHI, the Account Executives who support the Participating States are solely dedicated to supporting Public Sector customers, and each has access to a wealth of resources within SHI and our publisher community. SHI Account Executives have the training, knowledge, experience, and resources needed to support the unique needs of government and education accounts. SHI offers on-going training to the members of the Account Teams in order to ensure we are providing the highest level of customer service to all of our customers. We describe our initial and ongoing training below.

SHI Account Executives –

Initial Training

All new SHI Account Executives are brought to our headquarters in Somerset, NJ for an orientation. During this time, the Account Executives meet the support personnel who are available to assist them in supporting the customers' requirements, and they learn the tools that SHI provides for supporting customers, such as quoting tools, catalog management, e-procurement, etc. In addition, the Account Executive learns detailed information about SHI's mission, our unique capabilities, and the services that we provide. Each Account Executive is supported by a Regional Director who works exclusively with Public Sector and has significant experience with Public Sector contracts.

On-going Training

- Annually, SHI holds a sales conference and all Account Executives are required to attend. During this time, the Account Executives receive refresher training and learn the new tools and services that SHI will be introducing. At this event, we also hold orientation sessions with key publisher partners, who provide product and program training, so the Account Executives have a current understanding of the products they sell.
- SHI Account Teams also attend quarterly Regional Huddles, and monthly Regional Team Calls, to ensure that we are staying up to date and sharing new ideas and best practices across all States.
- Bi-Weekly Public Sector Conference Calls—All Account Executives attend a conference call twice per month. One call is vertical-specific (i.e. State and Local, Higher Education or K-12) to help our sales team to best address the needs specific to each customer's market, and the other is a general Public Sector call where they learn the latest about Publisher programs and products as well as being updated on internal SHI resources that have been added or changed.
- Web Conferences—as needed, our manufacturer partners or SHI's Product Champions will host an internal web conference to train our representatives on their products, procurement programs, new releases and upgrades, and their technology.

7.3 Describe the training available regarding the use of this contract and how to obtain best value from it, other than on-line tutorials.

SHI Response:

SHI is proud to be a NASPO ValuePoint SVAR contract holder, and we have the privilege of working with many Participating States currently. We understand the value of this contract and the importance of supporting the current contract users, as well as bringing on new participants. Whether a customer is new to the contract, or a long-time participant, SHI offers various methods to educate our customers on the use of this contract and how to obtain best value from it.

SHI understands the importance of providing ongoing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training

sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.

- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

- 7.4 Explain what unique Value-Added services your Company will make available under a resultant contract. State whether they are to be provided at no cost. If there are costs, identify these costs on the applicable Pricing Sheet in the Cost Section.

SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. Below, we would like to highlight a few additional services which our customers find especially valuable. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Value-Added Service	Description	Free or Fee-Based
Software Expertise and Advice	SHI's dedicated Public Sector sales team has the experience and resources to provide our customers with the information and advice they need to make the right decisions for their software spend. Our expertise and advice allow our customers to save money and to achieve best value from their purchases.	Free
Pre-Sales Support-Licensing Team	The members of SHI's Software Licensing Team provide support around our customers' licensing needs, ensuring they are maximizing the benefits of their volume license agreements.	Free
Contract Training and Education, and Customer Business Reviews	The range of software options can be complex and overwhelming, and the available products and buying alternatives change frequently. SHI provides initial and ongoing training and communications to help our customers to use the contract effectively and make smart choices for their software spend.	Free
Negotiation Assistance	SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our unparalleled experience with Public Sector customers gives us keen insight into the range of available software options for customers across the country. We leverage these things to help our customers negotiate favorable pricing and terms.	Free
License Tracking and Reporting, and Renewals Management	SHI's involvement does not end when we process a software transaction. We partner with our customers throughout the contract term to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance.	Free
FinePrint	Through SHI's Fine Print Service, our customers can review a set of publicly available EULAs on our web site (from www.shi.com , click on: My Account > Tools and Reports > Fine Print). Fine Print is a contract management and indexing system that organizes agreements by separating contract text into standardized clause types and Identifies which terms apply to various products and use cases, and then organizes the data into an easy to find format.	Free

Software Solutions Services	Our Solutions team will help you to identify the right software tools and technology, and then (if desired) execute the implementation of in-scope services so that you can focus on your business. Our services help accelerate your time to productivity and value – so that you can deliver results to your organization sooner.	Free or fee-based, depending upon the scope of the requirements
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8. Explain how your Company will:

8.1 Retain publisher certification levels and improve on them.

SHI Response:

SHI is a top tier reseller for the publishers included within this RFP. We have met or exceeded the publishers' certification requirements during the current SVAR term, and we will continue to do so over the term of the next agreement as well. As evidence of our certifications and commitment to partnering with the publisher community in support of the SVAR agreement, SHI is providing letters of authorization for the key itemized publishers (**ATTACHMENT B_Methodology_SHI_Letters of Authorization.pdf**), a listing of SHI's major Publishers and our authorization/certification level with each (**ATTACHMENT B_Methodology_SHI_Reseller Certification.docx**), as well as a sample report of publishers represented under the contract over the last calendar quarter of the contract (**ATTACHMENT B_Methodology_SHI_Represented Publishers.xlsx**). SHI's product catalog contains a vast number of Software Publishers and Hardware Manufacturers—more than 15,000 at present time. We would be pleased to provide you with information regarding our authorization level and capabilities around any publisher you request.

8.2 Work to reduce costs to obtain publisher products?

SHI Response:

SHI has earned top-tier status with the major software publishers, which means that we have access to highly discounted pricing levels. In addition, we regularly communicate with our customers and with our publisher partners to identify opportunities for even further savings. Here are just a few ways in which we regularly reduce costs and save our customers money for their software needs:

- Review purchasing alternatives such as subscription vs. perpetual, and on-prem vs. SaaS, to help our customers identify potential cost savings
- Request special pricing for Government or Education customers – sometimes reduced costs are available for customers once SHI demonstrates their Public Sector status
- Monitor promotions and temporary discounts, and help our customers to time their purchases so that they can take advantage of these cost savings
- Track customer spending and trends, and proactively work with publishers to negotiate volume discounts based on transactions and/or cumulative spend
- Understand, analyze, and present our customers with Volume License Agreement options which will reduce costs
- Leverage our license tracking and reporting to help our customers understand the quantities in which they need to purchase; often customers spend more than they need to in order to be sure of compliance, and we can help reduce costs by verifying proper licensing
- With the visibility of our PRO timeline for renewal management, SHI can identify opportunities to consolidate and co-term purchases to reduce customers' costs

8.3 How does your Company respond to customer complaints and service issues?

SHI Response:

SHI is committed to providing high quality customer service and support. The Account Teams are available during normal business hours, with emergency coverage also provided by the Account Executives and the Regional Directors.

By empowering the Account Teams to manage all aspects of customer service and to resolve issues, SHI provides a simple,

streamlined, and effective escalation path. Most issues are resolved without the need for escalation outside the Account Team. However, all members of the SHI team will welcome escalation and feedback at any time.

8.4 What is your Company's escalation process?

SHI Response:

Customers are invited to engage any member of the SHI team to escalate a concern. When a customer is looking for guidance on the best way to escalate a potential concern, our recommended escalation process is as follows.

Escalation Point	Responsibilities	Response Time
Inside Account Managers	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executives	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager	Responsible for the management of the daily activities of the Inside Account Managers	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director of Inside Sales	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution
Senior Director of Public Sector Sales	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution

9. Problem Resolution

- 9.1 **Scenario 1:** Describe at least one recent situation where your Company made a major error that resulted in dire consequences for a customer. Detail the error and what changes your Company has made to avoid repeating the error in the future. In this situation, the problem is not solved in time to take care of the customer, and the customer is likely lost.

SHI Response:

In 2012, SHI had the opportunity to work with Citizens Property Insurance in Florida for various projects, including their HP needs. SHI made an error in our shipping and actually sent a number of products earlier than the customer had anticipated. This disrupted the operations of Citizens Property Insurance so significantly that they decided to move their HP business away from SHI. This proved to be an important learning experience for SHI, because we discovered that at that time we were not familiar enough with this customer's mission, or aware enough of the tight timeframe in which they needed to operate.

Citizens Property Insurance deals with disasters in the State of Florida, and their business is highly cyclical and yet very difficult to predict. Some aspects of their operation lie dormant during parts of the year, but require substantial resources at other parts of the year, such as during hurricane season. As a result, they require vendor responses to be extremely fast, and they need access to product deliveries in a very narrow window of time. For example, they may expand their organization by 1,300 or 1,400 temporary staff members during times of hurricane activity. They need any IT deliveries for that supplemental staff to be delivered on time – not too late and (as we learned) not too early.

SHI has made a couple significant advancements in our mindset and our approach since we encountered this challenge in 2012. One advancement is that we now make it a priority, organization-wide, to better understand our customers' missions. SHI has always taken pride in our transactional efficiency, but we recognize that providing best value to our customers means so much more than just delivering products quickly or at the lowest cost.

Another advancement that we have made is in our ability to better customize a customer's experience to help them realize the most benefits from their partnership with SHI. For Citizens Property Insurance, we realized that the nature of their business means they

simply cannot afford any surprises in their order and delivery schedule. In certain situations like this, we now have the ability to assign a project manager to closely manage all details of the customer's experience working with SHI. We are currently in the process of designing a custom solution to offer Citizens Property Insurance that will include a project manager, and – depending on volume – perhaps a full-time SHI representative who will be based on-site at the customer location. We are hopeful that, with these changes in mindset and approach, we will have another opportunity in the future to work with Citizens Property Insurance for their HP needs.

With the volume of business that SHI handles, there are times when errors or misunderstandings occur. We make every effort to maintain a very low rate of errors and to act quickly when an error does occur. While SHI never wants to lose the opportunity to serve a customer, we try to take advantage of every opportunity to learn and grow as a partner for our customers. SHI is proud of the advancements that we have made, and continue to make, in helping our customers to achieve their mission. Far from just being a transactional reseller, SHI strives to help all of our customers identify the right products to address their needs, acquire those products in the manner that makes sense for their unique requirements, and successfully adopt the technology they have acquired.

9.2 Scenario 2: Describe at least one recent situation where your Company made a major error that had potential dire consequences for a customer. Detail the error and what was done to correct the situation. To what lengths did your Company go to take care of the customer? What changes (if any) did your Company make to avoid repeating the error in the future? In this situation, the problem is solved in time to take care of the customer, and the customer is likely not lost.

SHI Response:

In the spring and summer of 2015, SHI had been working closely with the Oregon Department of Human Services and Oregon Health Authority on their MAGI Project to build an ACA solution that would replace the previously implemented Cover Oregon. Over the course of a few months, the SHI team worked with DHS/OHA, Deloitte, and various publishers to make sure that the software needed to make the project successful was licensed and priced appropriately, while also ensuring everything could be fully delivered prior to the end of June. Many quotes saw numerous iterations as they were fine-tuned, and there were multiple extensions of the quotes' expiration dates as talks went on. One such Ipswitch quote that needed to be updated and extended was requested through Ipswitch's distribution partner. It was on this quote that the distributor accidentally misplaced a decimal point, which would amount to a very costly mistake.

Unfortunately, SHI did not immediately catch the error on the quote that we had received from Ipswitch's distribution partner, and we quoted DHS/OHA based on the new, much lower quote we had just received. DHS/OHA placed their order with us and we placed ours with distribution, who eventually kicked it back due to a major pricing discrepancy – the new quote that had totaled roughly \$29,000 should have actually been almost \$58,000. By the time SHI was made aware of the discrepancy, DHS/OHA was already in desperate need of the Ipswitch software so that they could keep the project on schedule and utilize the funds that had been earmarked for that purchase.

Distribution refused to absorb the loss as they said SHI should have recognized the error before sending the quote to DHS/OHA. Taking the financial burden of the additional \$29,000 difference was out of the question for DHS/OHA. Ipswitch did not want to discount further as the error did not originate with them. SHI was caught in the middle, since the original error was not ours, but we certainly knew it was not the customer's responsibility to come up with additional funding. As SHI brainstormed solutions and pursued various routes to rectify the issue, precious hours and days were slipping by, leaving the customer more frustrated with every lost minute. Eventually, DHS/OHA offered to pay a portion of the difference. Knowing this was not the customer's fault and that accepting their offer would only damage our relationship, we did not accept.

With all other options exhausted, SHI escalated the issue high enough within our company that we could leverage the potential loss of SHI's relationship and purchasing power to force the distributor into accepting our order at the misquoted \$28K. We worked with the distributor and Ipswitch to ensure that the order was then processed and expedited through everyone's systems. The license keys and download links were delivered to DHS/OHA in enough time so as not to negatively impact their project timeline or budget. Our communication with all parties, problem-resolution skills, and status in the industry all culminated in the customer receiving the software on-time and at half the cost, turning a potentially dire situation around, and restoring the solid relationship we had been building up until that moment. To this day, SHI and DHS/OHA still work side-by-side on a daily basis. They remain SHI's largest customer in Oregon, and they have indicated that SHI continues to be one of their most trusted partners.

SHI places a great deal of value on the relationships that we hold with our customers and our suppliers. We understand that during large, complicated projects with multiple iterations, sometimes errors can occur. Our commitment is to always address any such errors promptly and courteously, and with the customer's mission in mind. One change that we implemented as a result of the situation described above is to add internal checks and balances when dealing with multiple iterations of the same quote. This ensures that we always know which version is most current and better enables us to immediately identify any significant changes in the quote value, giving us the opportunity to verify the accuracy within the information we receive from our publishers and their authorized distributors prior to putting anything in front of the customer. In addition, immediately upon becoming aware of this issue,

the SHI Account Executive for the State of Oregon implemented a regular status check with the customer to go over all open issues on the project until they were wrapped up to the customer's satisfaction. These changes are consistent with SHI's continuing commitment to helping our customers achieve their mission – a commitment that we intend to uphold for all customers under the new SVAR agreement.

10. Product Return Process

Describe the proposed product return process in the following situations:

- 10.1 **Scenario 1:** Product was ordered. The order was filled and shipped correctly. After the order was accepted, AP discovered it ordered the wrong product and wants to return the product.

SHI Response:

Upon discovery that the wrong product has been ordered, the Authorized Purchaser may contact their Inside Account Manager at SHI to request the return. Provided the product is within the manufacturer's return policy, we will issue the return authorization. If the product is non-returnable, but it is a standard/stocked item, SHI will accept the return from the AP. We also will negotiate with the manufacturer on behalf of the customer and make every effort to obtain a return exception, as necessary.

SHI does not impose restocking fees; however, if a fee is charged to SHI from the manufacturer, we will pass that through to the customer.

- 10.2 **Scenario 2:** Product was ordered. The order was filled and shipped. After the order was accepted, AP discovered the product delivered did not match the product that was ordered. AP would like to return the product.

SHI Response:

To remedy this situation, the Authorized Purchaser need only notify SHI within 30 calendar days of receipt of incorrect shipment. The Inside Account Manager will issue the return authorization and will process a replacement order for the correct order to be expedited to the AP. Since this scenario is not the result of an AP error, but rather an order entry or shipping error made by SHI or a software publisher or distributor, naturally the AP would not be responsible for any fees. Please note also that even if the error is caught more than 30 days after receipt, SHI will make every effort to work with the software publisher or distributor on the AP's behalf to facilitate a return.

11. SVAR Performance - Describe the process to be used to track and document the SVAR's performance, to include "Cost Savings" achieved, under this Contract. See Section 3: Scope of Work, Items 3.5.3 and 3.5.4.

SHI Response:

As described in this proposal, SHI regularly conducts meetings with contract users and Participating States to review purchasing trends and identify areas for cost savings. We would welcome the opportunity to meet quarterly with the LSCA and each PSCA to conduct a review of sales volumes, trends, and savings that have been achieved or which we plan to achieve by implementing new programs. Since not all publishers provide meaningful list prices, we believe the best measure of savings under new programs will be observed by comparing prior spend and benefits with new spend and benefit levels.

SHI also looks forward to meeting with the LSCA and the Sourcing Team each year. We have taken these meetings seriously over the term of the current contract and used them as an opportunity to analyze the contract status, understand LSCA and Sourcing Team priorities, and look for ways to enhance our performance under the contract even further. We agree to perform customer satisfaction surveys and self-audits prior to the annual meetings, and we welcome feedback from the LSCA and the Sourcing Team as well.

SHI places great value on our partnership with NASPO ValuePoint, the LSCA, the Sourcing Team, and each Participating State. We would be honored to continue this partnership, and to continue to derive even greater benefits on your behalf, over the next contract term.



Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order S325 5 7
Order date 5/ /2015
Customer Account 10237
Customer PO ADSP011-007500:35 9
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States
ADSP011-007500:35 9/ evin Lawl

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
277 9 79 P73-0 309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSP011-007500 Country of sage: SA	38	57 .00	21,888.00

note: 95793 7

Sales Balance	21,888.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	1,81 .71
Total	23,704.71
Currency	USD

* This Is Not An Invoice *
Thank You for Your Order
The Products offered under this order confirmation are subject to the SHI Return Policy posted at
www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

SAMPLE OF SOFTWARE PUBLISHERS PROVIDED BY SHI TO CURRENT SVAR CUSTOMERS UNDER THE CURRENT CONTRACT TERM

This is not intended to be a comprehensive list, but rather a representative sample of actual Software Publishers whose products SHI has supplied under the current contract. We will continue to supply any and all software that SVAR customers request, and that Software Publishers are willing to offer via resellers. We will research and source new Software Publishers and new products under this contract throughout the contract term, to ensure maximum contract value and ease of use for Contract Users.

1E

2BrightSparks

4D

Abacus Data Systems

ABBYY Software House

AbleBits

Abrosoft

Absolute Software

Accellion

Access Data

Accusoft Pegasus

Accuvant

AccuZIP

ACDI

Acer

ACL

ACL Services

ACL SERVICES LTD

Acesso Software

Acro Software

Acronis Software

AcrossSoft

ActiGraph

Actionable Intelligence Technologies, Inc.

activePDF

ActiveState

ActSoft

Actuate

Acunetix

Adept Computer Solutions

ADInstruments

Adiscon

Adlib Software

Admin Arsenal

Adobe

Advanced Global Systems

Aerohive Networks

Affixa

Agate Software
Agilaire
Agilent Technologies
AgiSoft
AGS Ltd.
Ai Squared
AINS, Inc.
AirMagnet
AirServer
AirWatch
Akamai
AKVIS
Alfred Publishing
AlgoSec
Alicat Scientific, Inc.
AlienVault
ALK Technologies
Alliance Enterprises
Allround Automations
Alpha Card
Alpha Software
Alsoft
Altaro
Alternative Technologies
Alteryx
Altima Technologies
Altova
Altrinsic Solutions
amCharts
AM-Microsoft
Ampad
Amrein Engineering
Analytic Technologies
Andrews Technology
ANSYS
Antenna House
Anylogic
ApexSQL Software
AppAssure Software
AppDynamics, Inc.
Apple
Applied Biomathematics
Appriss
Appsense Technologies
Aptean
Apycom Software
Aqua Connect

Aquaveo
Araxis
Arbutus
Archetonomy, LLC
Argent Software
Ariett
Arrow Enterprise Computing Solutions
Articulate Global
ARX Inc.
ASG
ASG Software Solutions
Ashisoft
Aspose
Asprise
AssetWorks
Associated Press
Astute Graphics
A-T Solutions
Atalasoft
Athena Computer Power Corporation
Atlas Business Solutions
Atlas TI
Atlassian
A-TSolutions
Attachmate
Audience Resonse Systems
Audimation Services
AudioCodes
August Tenth Systems
Auresoft
AutoCoder
Autodesk
Automic
AVADA
Avangate
Avanquest Software
Avanstar
Avante Solutions, Inc.
Avantstar
Avenza Systems
AvePoint
AVG Technologies
AVID
Avid Technology
Avocent
Avoka
Avolve Software

Aware, Inc.
Awareness Technologies
Axceler
Axiom
Axis Communications
Axle Video LLC
Axosoft
Axure Software Solutions
Axway
AXWAY INC
B2Gnow
Backbone Communications
Balesio
Balsamiq Studios
Barracuda Networks
Baystate Consulting
Beacon Application Services Corp
BeezWax
BeLight Software
Ben Software
Benthic Software
Bentley Systems
Berichthaus Software
Best Practical Solutions
BeyondTrust Software
Big Bang LLC
Bind Tuning
Biner AB
Biomatters
Biosoft
Birch Grove Software, Inc.
Biscom
Bitdefender
Bitvise
Black Ice Software
BlackBag Technologies
BlackBerry
Blackboard
Blanco
Blue Marble
Bluebeam Software
Bluesnap
BlueStripe Software, Inc.
BMC Software
Boinx Software
Bombich Software, Inc.
Bomgar

Bosch Group
Box
Bradford Networks
Brady
BrainStorm
BrightWork
Brocade Communications Systems
Brooks Internet Software
Browserstack
Burstek
Business Management Systems
ByteScout
C2C Systems
CA Technologies
CadSoft Computer
Caliper Corporation
Campbell Scientific
CampusCE
Capital Software Inc
Carahsoft Technology Corp.
Carahsoft-Adobe
Cardinal Systems
Carlson Software
Cassidian
Castelle
Catalogic Software Inc.
Catch Intelligence
CBT Nuggets
CBTClips.com
Cell Trust
Cellebrite
Cellebrite USA, Inc.
Centrify
Centurion Technologies
Century Software
Cenzic
Cerberus
Cerebrata
ceTe Software
CGTech
Check Point Software Technologies
Checkpoint Systems, Inc.
Cherwell
Chevin Fleet Solutions
Chicago Soft Ltd.
Chicago-Soft
Ci Technologies, Inc.

Ci Techonologies, Inc.
Circle Systems
CIRCLE SYSTEMS INC.
Cireson
Cisco Systems
Citilabs
Citrix Systems
Citrix Systems-IBM
Civiltech Software
Classapps.Com
CLC BIO
Clearpicture
Cleverbridge
Click Studios
Cloud Nine Solutions
Cloud TC
Cloud9
CloudFlare
Clover Technologies Group
CMMS Data Group
CoCENTRIX
Cocobolo Software
Code42 Software
CodeSmith Tools
CodeWeavers
Codework
Cogniview
Collabion
CollabNet
Collaboris
Collegesource
Columbitech
Column Technologies, Inc.
ComFit Learning LLC
CommVault Systems
ComponentOne
ComponentSource
Computer & Structures, Inc.
Computer Lab Solutions
Computer Systems Odessa
Compuware
COMSOL
Conduviv Technologies
CONNEX Solutions
Constant Contact
ContentWatch
ContextMagic

Continental Imaging and Tech
Control Point
ConvergePoint
Converter Technology
Copernic Technologies
Core Security Technologies
Core Tech
Corel
Correlog
Cortada
Corticon Technologies
Corwin Press
Cosign by Arx
CozyRoc
CPL Systems
Cranel Imaging
Creditron
Crosscheck Networks
Crown Pointe Technologies
CrushFTP
Crypton Computers Ltd.
CyberArk
Cyber-Ark Software
Cyber-Ark Software, Ltd.
CyberLink
CyberPatrol
CyberScrub
CyberTeams
Cycling 74
D3 Secruity
Dancing Dots
DASSAULT SYSTEM
Data East
Databank IMX
Datacard Group
Datachem Software
DataCore Software
Datamation
Datanamic
Datawatch
DB Solo
dBase
Debenu
DecisionPro, Inc
Dedoose
Deep Freeze
Delcam

Dell
DeLorme
Design Science
Devart
Developer Express
Devolutions
DHI
DigiCert
Digital Airware
Digital Intelligence
Digital River
Digital WarRoom
DigitalPersona
Diligent
Distinct
Divergent Media, Inc.
Dlt Solutions
DME Forensics
DNN Corp
DocuSign
Dolphin Computer
DotNetNuke
Dovestones Software Ltd
dtSearch
Dubmenow, Inc.
Duxbury Systems
Dyn
Dynamsoft Corporation
E. Crane Computing
Easeus
EasyLobby
EasyTools
Easyvista, Inc.
EazyDraw
eCivis
ECNetworks
Econ Technologies
ECOPRINTQ
Editor Software
Editplus
EDS
eEye Digital Security
Effective Agile Development, LLC
EFI Electronics
Egress Software Technologies Ltd
Ej-technologies GmbH
Ekahau

Ektron
ElcomSoft
eLearning Force
eLearningArt
Elixir
Elsinore Technologies, Inc.
EMA Design Automation
Embarcadero Technologies
EMC
Emco Software
Emergent Systems Exchange
Emerson Electric
EMS Database Management Solutions
Encase
enChoice
Encore Software
Encryptomatic, LLC.
EnergyCAP
Enfocus Software
Ensoft, Inc.
Enterprise Networks Solutions
Entrinsik
Entrust
EnviroSim Associates Ltd
Envoy Data
Ephox Corporation
Eplus
Ericom Software
ERP Accessories, LLC
eSchool Solutions, LLC
ESET
Esi 911
ESi Acquisition
Esker Software
Estima
Evanced Solutions
Everbridge
Evermap Company
EViews
EVO PDF
ExactSolutions
ExclamationSoft
Executive Information Systems
Exelis Visual Information Solutions
Exepron
EXP Systems
Experian QAS

Express Metrix
Extensis
Extensis Corporation-acad
Extrahop
Extreme Networks
F5 Networks
FabulaTech
Famatech
Faronics
Faster Asset Solutions
FastReports
FastSpring
FaxBack
Fdr Innovations
Febooti software
Fernico
Fiberlink Communications
FileHold
FileMaker
FilmLight
FireEye
FishNet Security
Flexera Software
Flexsim
FLO-2D Software, Inc.
FluidSurveys
Fluke
FMS
Follett Software Company
Fonts.Com
ForensiT
Formsoft
Formulasoft
Fortify Services
Fortinet
Fortres Grand
Foxit Software
Freedom Scientific
FSPro Labs
Fujitsu
Fusion Charts
FutureSoft
GameSalad
Gaming Informatics
GAMS Development Corporation
Gehry Technologies
Gentleware

Genuitec
Genus Technologies
Geofeedia
Geo-Slope
GeoTrust
Geowise
GFI Business Solutions
GFI Software
GIGATRAK
GL Solutions
Gleim
Global Classroom, Inc.
Global Knowledge
Globalcerts
GlobalSCAPE
Globalsign, Inc.
GLOBO MOBILE
Go2Group
GoCanvas
Golden Software
Good Technology
Google
goQ
GovDelivery, Inc.
Goya
GPS Heroes
Gps Navigation For Pdas
Grahl Software
Granicus
Graphon Corp.
GraphPad Software
Gravic
Gravic, Inc.
GreyHeller
GroupLink
Gt Software, Inc.
Guidance Software
Guidebook
GuideK12
Gupta
Gurock Software GmbH
GWAVA
Gwava, Inc.
Harbinger Group
Harte-Hanks, Inc.
Hdi
HDRsoft

HDS
Health Financial Systems
HeathLandscape
Helicon Soft Ltd
HELIOS Software Solutions
helpIT systems, inc
Helpstar
Hemoco
Heritage
Hewlett Packard
HiBase Group
HID Global
Highsoft
Highstock
HiSoftware
Hootsuite
Hostbridge Technology
HP Autonomy
hugin
Hydromantis
Hydronia
Hyland Software
IBE Software
IBM
Iboss Security
Icewarp
Icm Conversions
ICM Document Solutions
Idea
IDENTICARD
Idera
IDM Computer Solutions
IDMS
Ifax Solutions, Inc.
iGrafx
IHS Global Inc.
iLinc Communications
Ilium Software
Image Solutions
ImageWare Systems
Imagine Solutions
Imagine That
Imation Corp.
Impulse Point
IMS Software
IMSI/Design
INAalert

Inbit
inData Corporation
Independence Science
InfinaDyne
Info Group
Infor
Infor Public Sector
InfoRad
Informatica
Information Builders
Information Shield
Informative Graphics
InfoSol
Infragistics
Infusion
Ingram Micro
Innotas
Innovation Data Processing
Innovative Data Processing
InRule
Insight
Insight Software Solutions
InsightSoftware.com International
Insperity
Insperity Business Services
Inspiration Software
Inspyder Software
Intel
Intellaspaces
Intellisoft
Intercrypto Ltd
Interface Technical Training
Intermedix Emsystems
InterSect Alliance
Interwork Technologies, Inc.
Inteset LLC
Intime Solutions
Intuit
Investintech.com
IOGEAR
Iolo Technologies
IOPLEX Software
ipConfigure
Ipro Tech, Inc.
Ipswitch
Iron Networks, Inc.
IS Decisions

Isee Systems Inc.
i-Sight
ISIMTEC
iSpring Solutions
IssueTrak
ISYS Search Software
iZotope
JAM Software
Jama Software
JAMF Software
Jaspersoft
JavaScriptSpellCheck.com
Javelina Software, LLC.
Jaws
JB&A
Jbanda
Jeff-Net
JetBrains
JFrog
Jiji Technologies
JIVE SOFTWARE
JMS Software
Jolly Giant Software
JSI
Jspell
Jump Forward
JumpStart Guides
Juniper Networks
JW Software
Kaltura
Karamasoft
Kaspersky Labs
Katana Forensics
Kayako
Keelio Software
KEMP Technologies
Kernel Data Recovery Software
Keyoti
Knowledge Lake
Knowledge Matters
Knowledge Presenter
KnowledgeBroker
KnowledgeLake
KnowledgeNet
Kodak
Kofax Image Products
Kovai Ltd

Kronos
Kurzweil Educational Systems
KWizCom
LabStats
Lancope
LANDesk Software
Lansweeper
Larsa
Laserfiche
LaserSoft Imaging
Latitude Geographics Group
LAWBASE
Layton Technology
LBM Systems
LEAD Technologies
LeanSentry
LeapFrogBI, LLC
Learning Objects
Legal Files Software
Leica Geosystems
Lenovo
Lepide Software Pvt. Ltd
Levi, Ray & Shoup, Inc.
Lexipol
LexisNexis
Libera
Lieberman Software
Lifeboat Distribution
LightGov
Lightspeed
Lightspeed Systems
Lightspeed Systems Sales, Inc.
LIMINEX INC.
Linoma Software
Linqpad
LiveAction
Livestream
LizardTech
Lmhsoft
Loadbalancer
LoadStorm
Logic Extension Resources
LogicMonitor
Login VSI
Logmein, Inc.
LogRhythm
L-Soft International, Inc.

LSoft Technologies
Lucid Software
Lucion Technologies
Lumension Security
Lynda.com
Lynk Software
Lyris
M86 Security
MacKichan Software
MacKinney Systems
MACROSCHEDULER
MadCap Software
Magnet Forensics
Magnetic Forensic
MailStore Software GmbH
Mainstream Software Inc.
Malewarebytes Corporation
Maltego
Malwarebytes
ManagerPlus
Maptech
Mariner Software
Marshall And Swift
MASS Group Inc.
Master Lock Company
MatchWare
Materialise
Matrix Science
Mavbridge
Mavro Imaging
MAXON Computer
Mayer Johnson
McAfee
MCM Technology
Mctrans
MDX Software
Media Cybernetics
Mediasite
Mekentosj
MELISSA DATA
Melissa Data Corp
Messaging Architects
MESTRELAB RESEARCH
Meta-Analysis
MetaGeek
Metalogix
Meyer Instruments, Inc.

M-Files
Micro Focus
Microcall
Micromain Corporation
MicroMat
Micromat Inc.
Micron Systems, Inc.
Microsoft
Midasoft Inc.
Milestone Systems
Millennium Software
Millet Software
Millisecond Software
Mindgems
MindJET
Minitab
MiniTool Solution
Mitchell Snow
Mj Photocopy
MJT Net
MK Partners
Mobatek
MochaSoft
Montala
Morphotrak
Mozy
MPI Tech
Mrc Systems, Inc.
Multiforce
mutualink
MX Tools
MyCommerce
Myeclipse
MyFonts.com, Inc
MyTopo
Nagios
Nagios Enterprises
Namescape
NanoPac Inc.
National Instruments
Navarre
Navicat
NBS
NCH Software
NCP Network Communications Products Engineering
NEOGOV
Nero

Net Support, Inc.
NetApp
Netbrain Tech
NetCentric Technologies
NETEC International, Inc.
Netflexity
Netikus.net
Netlib
Netmail
NetManage
NETMINER CYRAM
NetMotion Wireless
NetOp
NetSupport
Net-Wall
Network General
Network Instruments
Network Solutions
NetWrix Corporation
New Relic
Newell Rubbermaid
Nexic, Inc.
Next Level Assistive Technology
Next Level Security Systems
NextLevel Software
Nexus Technology
nFocus Solutions
Nginx, Inc.
Nicus Software
Nintex
Nitro PDF
NMS Imaging
Nobeltec
Norex
North Atlantic Publishing Systems, Inc
Northrop Grumman Corporation
Northwest Performance Software
Notify Technology
Nova Development
Novell
Nsoftware
NTP Software
Nuance Communications
Nulana
Numara Software
Nvivo
O2 solutions

Odysseyware
Office Tracker
Office Tracker
OfficeView Software
OfficeWork Software
Okta, Inc.
OmniGroup
Onbase
ONLC Training Centers
Onyx Graphics, Inc.
OOKLA
OpenIm Ltd
OpenText Corporation
Opex Corporation
OPSWAT
Optimal Idm, LLC.
Oracle
Organization Metrics
Orion
Orion Healthcare Technology, Inc.
ORPALIS
Orsyp Software, Inc.
Osam
Osam, Inc.
OSR International
Outlook Import
Overland Storage
Oxygen Software
Pacific Systems Group
PackTrack
Paessler Software Solutions
Palisade
Palo Alto Networks
Panasonic
PaperCut Software
PAR, Inc.
Paraben Corporation
Paragon Software Group
Parallels
Parature
Park Place Technologies
Parsons Technology Inc.
Passware
PastPerfect Software
PastPerfect Software, Inc.
Payne Consulting Group
PDS

Peak Performance Solutions
Peer Software
Peernet, Inc.
Pendragon Software
Pen-Link
People Services
Perceptive Software
Percussion Software, Ltd
Perforce
Perforce Software
Persistent
Personable Inc.
Perspective Software
PG Music
Pgi
PHD Virtual Technologies
Phire
PictoColor
Pilot Edit
Piriform
Pitney Bowes
Pitss
Pixologic, Inc.
PKWARE
plixer International
Pluralsight
Polaris Software
PolicyPak Software
Polk Software
Polycom
Polyworks
PortSwigger
Power Admin
Power Software
Powermapper
Pragma Systems
Pragmatic Works
Precision Interface Electronics
PremiumSoft CyberTech
Prezi
PRIMER-E
PrinterLogic
PRISM Europe
Progress Software
Project Manager Online Ltd
Pronexus
Proofpoint

Proteome Software
Provalis Research
Provisio
PROVISIO GmbH
Provisio, LLC.
Psigen
Ptv America
Public Engine
Puppet Labs
PushOk Software
Pyware
QQQ Software, Inc.
Qscend Technologies, Inc.
QSR International
Quadralay Corporation
Qualtrax, Inc.
Qualtrics
Qualys
Qualys, Inc.
Quantivate
Quantum
Quark
Questica
Quite Software
R&D Computer Systems
R:Base Technologies
Radware
Rainbow Scientific, Inc.
RandomPicker.COM
Rapid Quality Systems Ltd
Rapid7
Rave Mobile Safety
Raxco Software
RBASE
Readerware Corporation
ReadSpeaker
Reallusion
Realtime Soft
RealVNC
Rebex
Red Gate Software
Red Giant Software
Red Hat
ReDiscovery
RefinedWiki
Registar Systems
REL Software

Relational Architects Intl
Reliance Communications Inc.
Relsoftware
Remark Office
Renovo Software
RepliWeb
Research In Motion - Government & Education
Resource Mate
Response-Systems
Results Positive
Retrospect
Retrospect Inc.
Revisionfx
Revq
Richardson Software
Ricoh
RightAnswers
Rightfax
Rio
Riverbed Technology, Inc.
Roadmax
Robert McNeel and Associates
Rocket Division Software
Rocket software
Rocket Software, Inc.
Rocketready
RockWare
Rocscience
Roland DGA Corporation
Ron Winter Consulting, LLC.
Roxio
RPR Wyatt
RSA Security
Runner Technologies
Running With Crayons Ltd.
Runrev
Runtime Software
Safari Books Online
Safe Software
Safe Software, Inc.
SafeNet
Sage
Salesforce
Salford
Samaritan Technologies
SAND Technology
Sanitas

SANS Institute
SAP
SAP BusinessObjects
SAP National Security Services
SAPIEN Technologies
SAS Institute
Sassafras
Sata
Satori Software
Savance
SC Solutions
Scaleout Software, Inc.
Schrodinger
Schrödinger, LLC.
Scooter Software
ScreenConnect
Screwdriver
ScriptWarp
SDI Technologies
Seagull Scientific
Seapine Software
Secureauth
SecureNet Associates
Security Transcends Technology
Seiko Group
Sencha
Sencha, Inc.
SendGrid
Serena Software
ServiceNow
Service-Now.Com
Sferyx
Shahrabani & Associates
Sharegate
SharePoint Solutions
Shavlik Technologies
Sherpa Software
SHI CONFIG
SHI International Corp
SHI PSO
Siber Systems
Sidra Solutions
Sierra Analytics, Inc.
Signalscape
SignCAD
SignUp4
Simplemaps.com

Simpleware Ltd.
Simx
Singular Inversions Inc.
Sitecore
Siteimprove
Sketchup
SkillSets Online
SkillSurvey
SmartBear Software
SmartCode Solutions
SmartDraw.com
SmarterBetterCities AG
Smartxls
Snail Software
Snap Surveys
Snapt
Snaptrends
Snowtide
Socrata
SoftArtisans
Softera
Softerra
Softomotive Ltd
Software AG
Software Shelf International, Inc.
SoftWright
SolarWinds
SonarTRX
Sonatype
Sonic Foundry
Soniclear
SonicWALL
Sony
Sophos
Sorenson Media
Sotel Systems, LLC.
SOTI
Sourcecode
South River Technologies
SP Marketplace
Spamtitan
Sparkol
Sparx Systems
Specops Software
SpectorSoft
Spellex Development
Splunk

SQLBI.com
Squirrels LLC
SRA International, Inc.
Stack Ideas
Stanford Business Software, Inc.
Stanley Black & Decker, Inc.
Stardraw
StarNet Communications
Stata Corp LP
Stata Corporation
StataCorp
Statera
StatPoint
Statseeker
Stealthbits
Stealthbits Technologies, Inc.
Stimulus Software
Stoneware
Storage Engine, Inc.
StorageCraft Technology
Stormwind
STORServer
Strategic Matching
Stream Link Software
StreamLink Software
StruCalc
Sublime Text
SubMain
Sumtotal
SumTotal Systems
Surveygizmo
SurveyMonkey
SusTeen
SweetScape Software
Swiftpage
Symantec
Symantec - Verisign Licensing
Symmetry
Symtrex
Syn-Apps
SynchroniMedia
SyncRO Soft
Syncsort
Synergy Software
Sysinfo Tools
Systat Software
System Automation

System Innovators
System Tools Llp
Systems Technology Inc.
SystemTools
SystemTools Software, Inc.
TAB Products
Tableau
Tac 10, Inc.
TAL Technologies
Tangent
Tavultesoft
TDMobility
TeamSolutions
TeamViewer
TeamViewer GmbH
Tech Data
Technology Solutions
Technosolutions Corporation
TechSmith
Tecplot
Tectia
Teel Technologies
Teklynx International
Telerik
Telestream
Telog Instruments
Tenable Network Security
Terminal Works
Tetra4D
Texas Instruments
Texthelp
Thawte
The Eye Tribe
The MathWorks
The OpenNMS Group
The Portland Group
The Software Company
The Software Labs
TheBrain Technologies
TheEscapers
ThinClient Computing, LLC
ThinkBuzan
ThinkTank
Thomson Reuters
Thought Communications
ThreatGuard
ThreatTrack Security

ThreatTrack Software
Thunderhead
Thunderstone Software
Thycotic Software
Tibco Software
Tiger Tables
TigerText
Timeclock Plus
TimeValue Software
TLO
TMS software
TNT Software
Toad Software
Tobii
Tools4ever
Tracker Products, LLC.
Tracker Software
Trafficware
Transoft Solutions
Transtech Systems
TransUnion
Trend Micro
Tricerat
Trident Services
Trilead
Trillion Software
Trimble Navigation
Trimble Navigation Limited
Tripwire
Trivantis
Troikatronix
Trustwave
tsaADVET
Tuffin Technologies
Tufin Software Technologies Ltd
Turning Technologies
Twin Star
TypingMaster
TZWorks, LLC
Ubiquia
UFS Explorer
UIU
Unicom Systems, Inc.
Unidesk
Unitrends Software
Universal Imaging Utility
Untangle

UsableNet
VanDyke Software
Vanguard Usa
Varonis
Varonis Systems
Vasco
Veeam Software
Verbi GmbH
VeriFone
Verint
VeriSign
Verismic
Vernier Software & Technology
VersataSoftware
Vervypdf
Video Blocks
Video Copilot and Final Image
Viewer Central, Inc.
Vigilant Software
Visible Systems
Vision
Vision Software Solutions
Vision Solutions
VisionSolutions
VisionWare
Visual Click
Visual Computer Solutions, Inc
Visual SVN Software
Visualclick
VisualSVN
Visualware
VMTurbo
VMware
Vormetric
Vound
Vroman Systems
VSoft Technologies
Vyoooh, LLC.
Wacom Technology
WareCentral.com
Wasp Barcode Technologies
WatchGuard Technologies
Waterford Technologies
Waterloo Hydrogeologic, Inc.
Wave Software
Wave Systems
WeAgeSolutions

Webcheckout
WebEx
WebMO
WebQA, Inc.
Webroot Software
Websense
WebSupergoo Software
Webyog, Inc
WhiteSmoke
WildPackets
Wilson WindowWare
WinAutomation
WinEdt
Winfrasoft Corporation
Wingware
Wintertree Software
WinWay
Winway Corporation
Wirecast
WIZIPLE
Wiziq
Wolfram
Wondershare Software
WordTech
World Software Corporation
Worldox
Wowza Media Systems
Wreally
Wrensoft
Wyse Technology
X1 Discovery
Xamarain
xAssets
Xerox
Xmind Ltd
XpoLog
Xtools
X-Ways Software
Zasio
Zebra Technologies
Zend Technologies
Zennaware
Zenoss
ZeroTurnaround
Zerto
Zimbra
Zipinfo

Zix Corporation
ZOHO Corporation
Zonar Systems
ZyLAB
zz-GETDATA PTY LTD



Software Publisher	Authorization & Support
Adobe	Authorized Licensing Center (ranked #2) Platinum Partner 7 Dedicated Sales & Licensing Specialists 1 Team Manager
ArcServe	Large Account Reseller (ranked #3) 1 Sales & Licensing Specialist
Attachmate	National Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Autodesk	Volume Channel Partner - 2014 Volume Partner of the Year 1 Dedicated Sales & Licensing Specialist
Barracuda	Diamond Level Partner 1 Security Sales & Licensing Specialist
BMC	Premier Partner 1 Sales & Licensing Specialist
Box	Platinum Partner (ranked #1) 1 Sales & Licensing Specialist
Check Point	Two Star Elite Partner 1 Security Sales & Licensing Specialist
Citrix	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility



Commvault	Platinum Velocity Partner (ranked #3) 1 Dedicated Sales & Licensing Specialist 1 Technical Resource --ESG
CA	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
Corel	Platinum Partner (ranked #1) 2 Emerging Partner Specialists
ESET	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
Google	Premiere Partner 1 Dedicated Sales & Licensing Specialist
IBM	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
Kaspersky	Platinum Partner (ranked #2) National Partner of the Year 2014 1 Security Software & Licensing Specialist
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1)



	<p>Corporate Reseller of the Year - 2014</p> <p>1 Dedicated Sales & Licensing Specialist</p> <p>1 Business Development Manager</p> <p>1 Technical Resource - ESG</p>
Microsoft	<p>LSP & EDA (ranked #1)</p> <p>Gold Competency</p> <p>Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions</p> <p>12 time winner of MLGP Operational Excellence</p> <p>Several Technical Resources - ESG</p>
LogRhythm	<p>Partner</p> <p>1 Sales & Licensing Specialist</p>
Net IQ	<p>Authorized Reseller (ranked #1)</p> <p>1 Dedicated Sales & Licensing Specialist</p>
Novell	<p>National Partner (ranked #1)</p> <p>1 Dedicated Sales & Licensing Specialists</p>
Nuance	<p>Managed Partner (ranked #2)</p> <p>2 Emerging Partner Specialists</p>
Open Text	<p>Corporate Reseller Partner (ranked #1)</p> <p>2 Emerging Partner Specialists</p>
Oracle	<p>Oracle Global Platinum Partner</p> <p>1 Sales & Licensing Specialist</p> <p>2 SW Technical Sales Representatives</p>



	1 HW Technical Sales Representative
Proofpoint	Platinum Partner (ranked #3) 1 Sales & Licensing Specialist
RedHat	Red Hat Ready Partner (Ranked #1) High Volume Partner of the Year - 2013 1 Dedicated Sales & Licensng Specialist
RSA	Signature Level Partner (ranked #3) 1 Security Sales & Licensing Specialist
SAP/Business Objects	Silver Partner 1 Sales & Licensing Specialist
SolarWinds	Partner 1 Sales & Licensing Specialist
Sophos	Platinum Partner (ranked #1) Sophos Partner of the Year - (2011 - 2014) 1 Dedicated Sales & Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales & Licensing Specialist
Symantec	Platinum Partner 1 Team Manager 7 Dedicated Sales & Licensing Specialists, 1 Operations Specialist 2 Technical Sales Support 2 Business Development Managers
Tenable	Tier 1 Platinum Partner (Ranked #1) 1 Security Sales & Licensing Specialist



Trend Micro	National Channel Partner (Ranked #2) 1 Security Sales & Licensing Specialist
Veeam	Platinum Pro Partner (ranked #3) 1 Sales & Licensing Specialist
VMWare	Corporate Reseller 1 Dedicated Sales & Licensing Specialist 1 Presales Storage Solutions Architect
WebSense	Platinum DMR 1 Dedicated Sales Specialist



Standard Invoice Reports

Below is a list of the standard invoice reports SHI can provide to the customer.

Reports:	Report Columns:
ATOS Invoice Extract	AccountName
Contract Invoice Detail - V2	AccountNumber
Customer 12 Month Manufacturer Spend Profile	Manufacturer
Customer 12 Month Manufacturer Spend Profile from Date	Description
Customer Business Summary	Version
Customer Invoice Detail - V2	OperatingSystem
Customer Invoice Detail - Zen-Tally Format	Media
Customer Invoice Detail Consolidated by Part	Language
Customer Invoice Detail for Manufacturer	BuyingProgram
Customer Invoice Detail with Serial Numbers	LicensePointValue
Customer Invoice Detail with Serial Numbers - for Totalling	AgreementNumber
Manufacturer Invoice Summary	AgreementName
Manufacturer Invoice Summary with Cust Hierarchy	EnrollmentNumber
	EnrollmentName
	OrderDate
	InvoiceNumber
	InvoiceDate
	SHIPart
	MfgPart
	QtyInvoiced
	CustPONumber
	ShipToName
	ShipToAddress1
	ShipToAddress2
	ShipToAddress3

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Report Description:

This produces an extract of SHI invoice activity for a customer in a format required for import into ATOS License Manager.

In addition to our standard invoice reports, SHI can also provide standard reports on quotes, orders, and entitlements, and we also provide some types of reports in a graphical summary format.

Following are samples of some of our most popular and commonly requested types of standard reports.



Sample Reports

Below are samples of just a few of the standard reports that SHI can provide to the customer. These are screen shots of actual reports for current SVAR customers. Note that these reports do not include all available fields, in order to fit the screen shot into this attachment, but we would be happy to send a complete report upon request. Also, customer Account Names have been removed to protect our customers' privacy.

Reporting												
<div>Send this Report by Email Save Report Setting Send Feedback to BIAAdmin Close</div>												
14 1 of 27 100% Find Next												
Customer Invoice Detail												
Account Number	Account Name	Manufacturer	Order Date	Invoice Date	Cust PO #	Order Number	Invoice Number	SHI Part	Mfg Part #	Customer Unit Price	Customer Extended Price	Qty Invoiced
1023566		SHI International Corp	8/10/2015	10/6/2015	ADSP011-007500-4024	538129470	CR-206904	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	ADSP011-007500-4194	539739345	CR-207104	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	ADSP011-007500-4194	539739345	804061105	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	1
1011534		Signalscape	10/5/2015	10/7/2015	ADSP011-007500-4305	541274552	804063382	31209123	MTAG-GSA	1,534.00	1,534.00	1
1028952		Adobe	10/5/2015	10/7/2015	ADSP011-007500-4317	541274551	804063377	27708706	65227508B/C01A32	757.00	2,271.00	3
1024170		Screwdriver	9/30/2015	10/1/2015	IT-82012	541016747	804044295	22784253	RNW-R5CR64T54	438.00	3,066.00	7
1023744		Adobe	9/30/2015	10/2/2015	ADSP011-007500-4296	541050148	804048059	27912583	210-3280-1	409,987.00	409,987.00	1
1011062		DigiCert	9/22/2015	10/2/2015	ADSP011-007500-4266	540524755	804047734	22677378	NPN-C02C-WLDC-A	1,458.00	1,458.00	1



Customer Invoice Detail, Consolidated by Part

Manufacturer	Mfg Part	Product Name	Item Type	Product Type	Version	Operating System	Media	Language	License Pool
Osam	IDMP11	FULL TEXT INDEXING SERVER LICENSE FOR AUTONOMY IDOL - MAINTENANCE	Software	Software		Multiple platforms	Other	English	None
Malwarebytes	MAM12N25	Malwarebytes Anti-Malware for Business - subscription license (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
Microsoft	R18-00129	Microsoft Windows Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Adobe	65227508BC01A12	Adobe Creative Cloud for teams - subscription license renewal (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
SAS Institute	PC-ENTSP5M	SAS PC Enterprise Statistical Package for 5 users-PC, Windows, Annual Maintenance	Software	Software		Multiple platforms	Other	English	None
Axway	MGE-MA-E-001500-XX-P	Mail Gate Edge Maintenance Renewal (1500 users)	Software	Software Maintenance Only		Multiple platforms	Software Licenses	English	None
Microsoft	5HU-00215	Microsoft Lync Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Cellegite USA, Inc.	TRN-FOR-ILT-BNDLS	5 Days Mobile Examiner Online ON DEMAND course Bundle - 2 days CCLD and 3 days CCPA	Service	ESD Media			Other	English	None
Microsoft	35A-00172	Microsoft System Center Configuration Manager Client ML - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers

Customer Manufacturer Summary

Date Range Label	Report Start Date	Report End Date
Quarter to date	10/1/2015	12/11/2015

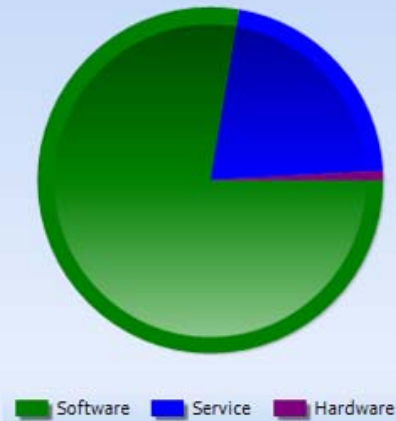
Manufacturer	Customer Extended Price	% of Spend In Period
activePDF	5,872.00	0.14%
Acunetix	2,297.00	0.05%
Adobe	432,914.99	10.09%
Advanced Toolware	1,718.00	0.04%
Agate Software	64,828.00	1.51%
Ai Squared	612.00	0.01%
Airtame	792.00	0.02%
Altova	191.00	0.00%
AppAssure Software	870.00	0.02%
Apple	1,543.00	0.04%



Monthly Historical Spend



Spend by Product Type



Summary	
# of Customer PO's Invoiced in Period	208
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	83
Total Spend:	4,122,899

Product Type	Revenue	% Spend
Software	3,202,104.73	77.66%
Service	883,359.00	21.42%
Hardware	37,435.00	0.90%

Partner	Contact Name	Contact Title
Adobe	Pat Breslin	Licensing Team Manager
Adobe	Drew Fike	Sales Specialist - Adobe
Adobe	Brian MacDougall	Sales Specialist - Adobe
Adobe	Jose Colon	Sales Specialist-Corp-SMB
Adobe	Lauren Tedesco	Sales Specialist - Adobe - Enterprise
Adobe	Tim Chen	Sales Specialist - Adobe
Adobe	Jay Martell	Sales Specialist - Adobe - Enterprise
Adobe	Dan Masiello	Sales Specialist - Adobe
Adobe	Mike De Tore	Sales Specialist - Adobe
Adobe	Emily White	Sales Specialist - Adobe
Arcserve	Chris Testa	Sales Specialist - CA and Arcserve
Autodesk	Jack Barrett	Sales Specialist - Autodesk
Autodesk	Peter Quinio	Business Development Manager - Autodesk
Brocade	Christina Polidura	Networking Partner Specialist
CA Technologies	Chris Testa	Sales Specialist - CA and Arcserve
Check Point	Jim Tierney	Sales Specialist- Check Point and Tenable
Citrix	Joe Palmieri	Sales Specialist - Enterprise & Public Sector
Citrix	Allen Darrah	Sales Specialist - Corp
CommVault	James Fitzgerald	Sales Specialist - CommVault
CommVault	Kevin Kehoe	Systems Engineer - CommVault
Emerging Partners	Katie Delloso	Licensing Support Specialist
Emerging Partners	Cristina Rodriguez	Licensing Support Specialist
ESET	Regina Robinson	Emerging Security Specialist
IBM Software	Rodrigo Jimenez	Business Development Manager - IBM Software
IBM Software	Bonnie Cho	Sales and Licensing Specialist - IBM Software
IBM Software	Liz Gallagher	Sales and Licensing Specialist - IBM Software
Kaspersky	Andrew Goncalves	Sales Specialist - Barracuda & Kaspersky
Licensing Operations	Marilyn Nagel	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Heena Amin	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Aneta Wywrot	Operations Manager -Adobe, IBM, Novell, Citrix
Licensing Operations	Kendra Goss	Operations Specialist -Adobe, IBM, Novell, Citrix
Licensing Operations	Jon Perina	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Kristina Diamantis	Operations Specialist-Adobe,IBM,Novell,Citrix
Licensing Operations	Brian Saffer	Operations Specialist-Adobe,IBM,Novell,Citrix
LogRhythm	Regina Robinson	Emerging Security Specialist
McAfee	Marcus Aris	Business Development Specialist - McAfee
McAfee	Jennine Lewis	Operations Specialist - McAfee
Microsoft	Carolyn Loffredo	Operations Specialist-Microsoft ESA Fees
Microsoft	Erin Davidson	Operations Specialist-Microsoft ESA Fees
Microsoft	Aleksandra Drobik	Microsoft Channel Incentives Administrator
Microsoft	George Sentaows	Microsoft Channel Incentives Administrator
Microsoft	Alexandria Brummell	Microsoft Cloud Onboarding Support Specialist
Microsoft	Ernesto Romero	Contracts Specialist-Microsoft-D
Microsoft	Kristin Prizzi	Contracts Specialist-Microsoft-D
Microsoft	Nicole Bonante	Contracts Specialist-Microsoft-1
Microsoft	Joy Delasalas	Contracts Specialist-Microsoft-E
Microsoft	Andrew Morse	Contracts Specialist - Microsoft - 1
Microsoft	Dania Hunt	Contracts Specialist-Microsoft-2
Microsoft	Janelle Downes	Contracts Specialist - Microsoft - 2
Microsoft	Danielle Sydlo	Contracts Specialist-Microsoft
Microsoft	Kristen Flazon	Contracts Specialist - Microsoft - 2
Microsoft	Joanna Banack	Contracts Specialist - Microsoft - E
Microsoft	Maraika Najimian	Contracts Specialist - Microsoft - E
Microsoft	Beth Wetzel	Contracts Specialist - Microsoft - E
Microsoft	Lauren Sutura	Contracts Specialist - Microsoft - 1
Microsoft	Jasmine Philippe	Contracts Specialist - Microsoft - 1
Microsoft	Matt Leopold	Contracts Specialist-Microsoft-Temp
Microsoft	Pierre James	Contracts Specialist-Microsoft
Microsoft	Leanne Sephton	Sales Specialist-Microsoft - LE UK
Microsoft	Nada Issa	Sales Specialist-Microsoft - EMEA (UK)
Microsoft	Leo McDonald	Sales Specialist-Microsoft - LE UK
Microsoft	Megan Gironda	Microsoft Enablement
Microsoft	Michelle Forister	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Helene Pearn	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lauren Anastas	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lisa Carbonaro	Sales Specialist-Microsoft - LE Corp
Microsoft	Michael Stack	Sales Specialist-Microsoft - LE Corp
Microsoft	Jessica Olson	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Cathy Mullin	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Dan de Matos	Sales Specialist- Microsoft - LE Public Sector
Microsoft	Jared Rupprecht	Sales Specialist-Microsoft - LE Corp

Microsoft	Lisa Ragantesi	Sales Specialist-Microsoft - LE Corp
Microsoft	Mallory Santucci	Sales Specialist-Microsoft-Junior LE Public Sector
Microsoft	Michelle Coats	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Tarah Urban	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Andy Bernard	Sales Specialist-Microsoft - LE Corp Canada
Microsoft	Katherine Hajewski	Sales Specialist-Microsoft - LE Corp
Microsoft	Kelly Cochran	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Kelly Krieger	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Nate Lessmann	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Tracy Shatto	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Caitlin Prusik	Sales Specialist-Microsoft-LE SMB SLED
Microsoft	Calley Wienk	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Carrie Watts	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Blake Allen	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Grant Marquardt	Sales Specialist-Microsoft - LE Corp
Microsoft	David Parkman	Sales Specialist-Microsoft-Junior LE Corp
Microsoft	Jessica Molzahn	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Nick Hakala	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Melinda Galindo	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Ryan Blakeman	Sales Specialist-Microsoft - LE Corp
Microsoft	Chris Calabrese	Sales Specialist - Microsoft - LE Corp SMB
Microsoft	Sarah Daniels	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Darius MeherHomji	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Christopher Tripi	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Julia Trinh	Sales Specialist-Microsoft - Junior LE
Microsoft	Blake Gollnick	Director - Microsoft Licensing
Microsoft	Heather Sheridan	Senior Manager - Licensing Project Management
Microsoft	Karen Infusino	Manager - Microsoft Contracts
Microsoft	Deborah Childress	Microsoft Licensing Strategy Manager - Enterprise
Microsoft	Kyle Timm	Manager - Corp LE
Microsoft	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Tim Levers	Manager - Microsoft Operations
Microsoft	Renee Yohannan	Manager - Enterprise/Public Sector LE
Microsoft	Mary Lefebvre	Marketing Specialist - Microsoft
Microsoft	Doug Klamm	Marketing Specialist-Microsoft
Microsoft	Jeana Kelly	Marketing Specialist - Microsoft
Microsoft	Adam Aleksuk	Manager - Microsoft Operations
Microsoft	Brendan Tyrrell	Microsoft Licensing Operations Specialist - Tier 1
Microsoft	Alison Richman	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	Gina Segali	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	John Gregorio	Operations Specialist-Microsoft
Microsoft	Ron Rosario	Operations Specialist-Microsoft
Microsoft	Steve Lyness	Operations Specialist-Microsoft
Microsoft	Rob Zakowski	Operations Specialist-Microsoft
Microsoft	Brian Carney	Operations Specialist-Microsoft
Microsoft	Melanie Dombro	Microsoft Operations Specialist - Tier 1
Microsoft	Corey Bell	Microsoft Operations Specialist - Tier 1
Microsoft	Eric Lawton	Microsoft Operations Specialist - Tier 1
Microsoft	Jamie Ledgister	Microsoft Operations Specialist - Tier 1
Microsoft	Abdulai Abu-Bakarr	Sales Specialist-Microsoft SPLA
Microsoft	Devon Connor	Product and Licensing Specialist-Microsoft
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Kimberly Barrett	Microsoft Support Team Lead
Microsoft	Brian DOnofrio	Product and Licensing Specialist-Microsoft
Microsoft	Carolyn Fippinger	Product and Licensing Specialist-Microsoft
Microsoft	Shelby Holliman	Product and Licensing Specialist-Microsoft
Microsoft	Tracy Lee	Product and Licensing Specialist-Microsoft
Microsoft	Hannah Sura	Product and Licensing Specialist-Microsoft
Microsoft	Rachel Mamola	Product and Licensing Specialist-Microsoft
NetIQ	Jim Tierney	Sales and Licensing Specialist
OneLogin	Beth Russo	Cloud Partners Sales Specialist
OneLogin	Angela Arias	Manager - Cloud Partners
Oracle	Amy Wilkinson	Technical Sales Rep - East
Oracle	Amy Wilkinson	Technical Pre-Sales - Oracle Software
Oracle	Roger Arnold	Technical Pre-Sales Public Sector - Oracle Software
Quest	Mike Beal	Sales Specialist - Quest
Red Hat	Ryan Hotchkin	Sales and Licensing Specialist
Red Hat	Travis McKay	Sales Specialist - Google & Red Hat
RSA	Helaina Cohen	SHI Sales Specialist - RSA, Sophos
Software & Licensing Management	Joseph Lentine	Manager, Software Partners
Software & Licensing Management	Angela Arias	Cloud Partners Manager

Software & Licensing Management	Jacque Goldstein	Director - Software Partners
Software & Licensing Management	Blake Gollnick	Director - Microsoft
Software & Licensing Management	Mark O'Brien	Senior Manager - EMEA Partners
Software & Licensing Management	Sandy DeVico	Manager, Software Partners
Software & Licensing Management	Erika Burnett	Manager - Software Partners
Software & Licensing Management	Tim Levers	Manager - Licensing Operations
Software & Licensing Management	Aneta Wywrot	Manager, Non MS Operations
Software & Licensing Management	Jessica Lemmon	Manager, Symantec
Software & Licensing Management	Christopher Lajiness	Manager, Software Partners
Software & Licensing Management	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Software & Licensing Management	Karen Infusino	Manager - Microsoft Contracts
Software & Licensing Management	Adam Aleksuk	Manager, MS Operations
Software & Licensing Management	Deborah Childress	Microsoft Licensing Strategy Manager
Software & Licensing Management	Heather Sheridan (Hinz)	Senior Manager - Licensing Project Management
Sophos	Kristin Laffey	Business Development Manager - Sophos - Corp & Enterprise
Sophos	Helaina Cohen	Sales Specialist- Enterprise & Corp
Sophos	Lisa Hartwig	Sales Specialist - Sophos - Corp SMB
SUN/Oracle	Sheryl Tucker	Business Development Manager
SUN/Oracle	Roger Arnold	Technical Sales Rep - West & Public Sector
SUN/Oracle	John Giachero	Solution Architect - Oracle Hardware
Symantec	Jennifer Torrence	Sales Specialist-Symantec
Symantec	Isaac Stewart	Presales Architect - Symantec Security
Symantec	Steven Calvaruso	Sales Specialist - Symantec
Symantec	Herb Grigsby	Sales Specialist - Symantec
Symantec	Urvi Khatri	Sales Specialist
Symantec	Jessica Lemmon	Symantec Team Manager
Tenable	Allison Beach	IAE - Corp
Tenable	Jason Harvey	IAE - Corp
Trend Micro	Imani Williams	Sales Specialist - Trend Micro Sales
VMware	Mike Jackson	Senior Pre-Sales Solution Architect-VMware
VMware	Jon Palmer	Pre-Sales Solution Architect-VMware
VMware	Alicia Baczowski	Senior Specialist
VMware	Kelly Buist	Renewals Specialist
VMware	John Boni	Renewals Specialist
VMware	Carlos Romascindo	Senior Specialist
VMware	Elise Castaneda	Sales Specialist
VMware	Kathleen Barnes	Sales Specialist
VMware	Malika Gordon	vCloud Air Specialist (vCHS)
VMware	Kjetil Skalvik	Systems Engineer vCloud Air, vCloud Air Network
VMWare	Alison Fleischer	VMware Team Manager
Websense	Imani Williams	Sales Specialist - Websense & Kaspersky
Wyse	Jaclyn Bailey	Sales Specialist - Dell Client

ATTACHMENT C - COST PROPOSAL

The Cost Proposal will be evaluated independent of other sections of the Offeror's response. The Cost Proposal is to be submitted as a separate document. **Do not embed cost proposal in the technical proposal response.** Any narrative explanation of the Pricing Sheet forms is to be submitted as part of Attachment C – COST PROPOSAL. Offeror shall provide pricing that includes all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

Label your response "ATTACHMENT C_COST PROPOSAL_companyname".

SHI Response:

SHI is pleased to offer NASPO ValuePoint an aggressive cost-plus pricing model which will result in advantageous pricing for all NASPO ValuePoint members. This pricing model will stand the test of time because pricing is aggressive for our entire range of current software offerings, as well as for all future offerings. Our markups are maximum or "not to exceed" markups, and there may be times when we are able to reduce the markups further.

As instructed, the markups proposed within our Cost Proposal are inclusive of the 0.25% NASPO ValuePoint Administrative Fee. In order to offer each Participating State the best possible pricing, we did not incorporate any State-Specific Administrative Fee (including the State of Arizona 1.0% fee) into the pricing model proposed within Attachment C1. Any State Administrative Fees will be added to the markups in Attachment C1 to arrive at that State's pricing model; we do understand that the fees may not be charged in the form of a separate line item. We would be happy to provide separate markup schedules per State and inclusive of any applicable Administrative Fees upon request.

Additionally, in order to offer each contract user the best possible pricing, we did not incorporate credit card fees into the pricing model proposed within Attachment C1. For customers who wish to use credit cards, the credit card transaction cost will be added to the markups in Attachment C1 to arrive at that customer's markup for the credit card transaction.

With regard to Services, as detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described within Attachment C2.

As mentioned in our proposal, SHI's offering to NASPO ValuePoint consists of thousands of Software Publishers for whom we are already authorized (and currently providing to NASPO ValuePoint customers), as well as additional publishers requested by NASPO ValuePoint customers in the future. Please note that some publishers or service providers will require additional paperwork to be signed in order for contract users to access the most advantageous pricing and licensing options. When that is the case, SHI will work with the contract users to advise them of the publisher's paperwork requirements and walk them through the process to complete the documentation. Our goal is to provide a comprehensive software offering, so that this contract is valuable and easy to use for all Participating States and contract users, throughout the contract term.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

PUBLISHERS

MARKUP/DOWN

Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers

The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")

Note: All markups include the 0.25% NASPO ValuePoint Administrative Fee. Any additional State Administrative Fees will be added to these markups.

KEY ITEMIZED	ADOBE	0.50%
	CITRIX	0.75%
	MICROSOFT	0.25%
	NOVELL	0.50%
	SYMANTEC	0.50%
	VMWARE	0.75%
OTHER ITEMIZED	AI SQUARED	1.00%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.00%
	ALLIANCE ENTERPRISES	1.50%
	APPLE	1.00%
	ATTACHMATE – MICROFOCUS	1.00%
	AUTODESK	1.50%
	AUTONOMY – HP	1.00%
	BAKBONE – DELL	1.50%
	BARRACUDA	1.00%
	BOMGAR REMOTE SOFTWARE	1.00%
	CA TECHNOLOGIES	1.50%
	CISCO	1.50%
	COMPUTRONIX USA	1.00%
	COMPUWARE	1.50%
	COREL	1.00%
	DOUBLETAKE	1.00%
	EMC	1.50%
	ENCHOICE	1.00%
	ESET	1.00%
	ESRI	1.00%
	FREEDOM SCIENTIFIC	1.00%
	GUARDIAN EDGE – SYMANTEC	0.50%
	GW MICRO	1.00%
	IBM	1.50%
	ICM CONVERSIONS	1.00%
	INFOR	1.00%
	INTERMEDIX EMSYSTEMS	1.50%
	HP	1.00%
	HUMANWARE	1.00%
	INFORMATION BUILDERS	1.00%
	KRONOS SOFTWARE	1.50%
	LANDESK	1.50%
	LASERFISCHE	1.00%
	LIQUIDWARE STATUSPHERE	1.00%
	MICROFOCUS INC	1.50%

PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET
 NASPO VALUEPOINT
 SOFTWARE VALUE-ADDED RESELLER (SVAR)

MINJET	1.00%
MPS	1.00%
MQSOFTWARE – BMC SOFTWARE	1.50%
NCIRCLE	1.00%
NETOP	1.00%
NUANCE	1.50%
ORACLE	1.50%
OSAM	1.50%
PASSPORT	1.00%
PATCHLINK	1.00%
PROOFPOINT	1.50%
RSA SECURITY	1.50%
REFERENCIA SYSTEMS	1.00%
SAP AMERICA	1.50%
SAS	1.50%
SOLUTIONS SOFTWARE	1.00%
SOPHOS	1.50%
SPLUNK SOFTWARE	1.50%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	1.00%
STELLEMENT – ORACLE	1.50%
SUNGUARD	1.00%
SYBASE	1.00%
TECHSMITH	1.00%
TREND MICRO	1.50%
TRUSTWARE	1.50%
ULTRABAC	1.00%
VORMETRIC	1.00%
WEBSense	1.50%
any other non-listed publisher	2.00%

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES
 NASPO VALUEPOINT
 SOFTWARE VALUE-ADDED RESELLER (SVAR)

Service being Offered as a Separate Charge	Rate	Unit of Measure
Sr. Services Provider - In-Scope Software Services	\$ 220.00	Hourly
Services Provider - In-Scope Software Services	\$ 182.00	Hourly
Sr. Project Manager - Software	\$ 220.00	Hourly
Project Manager - Software	\$ 182.00	Hourly
Sr. Engagement Manager - Software	\$ 220.00	Hourly
Publisher Provided - In-Scope Software Services	As established by the Software Publisher, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Publisher's offerings)
Third Party Provided - In-Scope Software Services	As established by the Third Party Services Provider, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Third Party Provider's offerings)

As detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described above.

Instructions:

1. Under Column A. **Service being Offered as a Separate Charge** - State the name of the Service and provide a description of the Service.
2. Under Column B. indicate Rate
3. Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)



Attachment D – Executive Summary - Submit no more than two pages which briefly describe the Offer. *Attachment D – Executive Summary* should highlight the major features of the Offer. The reader should be able to determine the essence of the Offer by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

SHI International Corp. is pleased to submit our response to the NASPO ValuePoint Request for Proposal ADSP016-00005829 for Software Value Added Reseller (SVAR) Services. SHI has been in business for over 26 years, specializing in Software Volume Licensing Agreements and Software Asset Management since our inception.

SHI's proposal supplies details of the Public Sector experience, dedication to customer service, account and license management expertise, e-Procurement capabilities, and competitive pricing that we offer to our current customers. We intend to bring these same benefits to NASPO ValuePoint and each Participating State under the new SVAR contract as well.

To highlight the major features of our offer:

- SHI has had over 20 years of experience supporting State and Local Government and Education customers and managing statewide software contracts. Our response details our experience managing IT contracts that are used in all 50 states.
- In particular, SHI has had the privilege of working with WSCA/NASPO ValuePoint during the term of the current SVAR contract. We have devoted the people, resources, and new ideas to make the SVAR contract a success; this is evident in the number of Participating Addenda signed with SHI and our revenue through the contract, as well as in the strong customer relationships we have formed. Together in partnership with NASPO ValuePoint and each of the Participating States, we have truly put the SVAR contract's benefits to work for customers across the country. We have been thankful for the opportunity and look forward to achieving even more for the Participating States with whom we partner under the new contract.
- SHI's account teams have significant tenure supporting the IT needs of State and Local Government and Education. Our field and inside sales teams are dedicated exclusively to Public Sector customers.
- SHI's e-Procurement systems are highly advanced and customized for our customers. Our quoting, ordering, tracking, and reporting capabilities are all customizable to help simplify our customers' processes.
- SHI's pricing methodology is competitive and stands the test of time. We understand that government entities need to identify cost savings wherever possible. SHI's proposal not only offers a competitive markup, but also provides additional opportunities to assist customers with real savings and help you to achieve best value in your procurements. Your SHI team will work with you every day to help analyze your spending, your current and future projects, and buying alternatives. The savings that States realize when working with SHI to plan and negotiate their Software Volume Licensing Agreements can be in the thousands, hundreds of thousands, or even millions of dollars.

SHI's response to Attachment A, Qualifications, provides NASPO ValuePoint with an overview of our experience and expertise working with states across the country in fulfillment of their software needs. We also provide details on the SHI sales and support team members who will support the new SVAR contract, just as they have supported the current agreement.



SHI's response to Attachment B, Methodology, provides NASPO ValuePoint with specific details of how we will support the day to day needs under the contract for NASPO ValuePoint, the Participating States, and each individual contract user. Our responses are based on real data from Participating States and the actual teams and processes that we have put in place to support this contract.

SHI has demonstrated that we are a top partner for NASPO ValuePoint Participating States. We are confident in our ability to meet and exceed your expectations and requirements under this contract. There are only a few areas where we have provided comments or requested clarifications within a separate section of the offer, per the instructions for Section 2: Solicitation Requirements, Information and Instructions to Offerors, section 2.3.4.

SHI would welcome the opportunity to discuss our proposal with you in more detail. We hope you find our proposal compelling, based upon the elements of this offer and also based upon the last five years of strong partnership under the SVAR contract. We have worked very hard to make the current SVAR contract a great resource for all contract users, and we are committed to enhancing our offerings, services, and team even further over the next contract term. We are confident in our ability to provide excellent support to NASPO ValuePoint and each Participating State under the new contract, and we look forward to working with you!

Electronic Approval History				
	User ID	Approver Name	Datetime	Description
1	M004758	James,Mickey	12/20/2018 12:49:01PM	Agency Fiscal Approval
2	S003602	Jones,Sandy	12/20/2018 12:59:53PM	IOT Approval
3	R238371	Clarke,Robert	12/27/2018 3:16:19PM	IOT Approval
4	D231271	Neely,Deward	12/28/2018 7:53:06AM	IOT Approval
5	S004382	Redding,Sandra D	01/03/2019 1:35:01PM	IDOA Legal Approval
6	T278748	Glickman,Tammera	01/07/2019 4:05:09PM	IDOA Legal Approval
7	A332943	Atwell,Aaron Nicholas	01/10/2019 9:35:36AM	SBA Approval
8	M338811	Skarbeck,Molly H	01/10/2019 9:42:21AM	Attorney General Approval
9	S306218	Mullaney,Stephanie Jude	01/17/2019 2:19:18PM	Attorney General Approval