

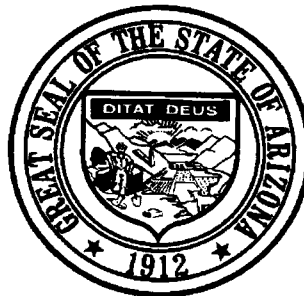
**Software Value-Added Reseller (SVAR) Services  
MASTER PRICE AGREEMENT**


**with**

**SHI INTERNATIONAL, CORP.  
Contract No. ADSP016-130651**

**State of Arizona  
Lead State**

**Effective: April 8, 2016 to April 7, 2018**



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

*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

E-Mail Alison\_Turner@shi.com

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

5<sup>th</sup>

day of

April

2016

Procurement Officer

*Alison Turner*



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

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

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# Master Agreement

## Section 1: General Information

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State Procurement Office  
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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. 15<sup>th</sup> 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





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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](http://www.naspovaluepoint.org) and [www.naspo.org](http://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

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**“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  
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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.



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- 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.



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- 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);
  - 2.1.3.2.2 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).
  - 2.1.3.2.3 Information on use of website,
  - 2.1.3.2.4 Quote and ordering information; and,
  - 2.1.3.2.5 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



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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.



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### 2.2 COTS Products

#### 2.2.1 Software which requires little or no services

LICENSING TYPE	IN SCOPE Offerings		OUT OF SCOPE Offerings
	COTS	Individual Licensing Volume Licensing Enterprise Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	none
Delivery	Shrink-Wrap	Download	none
HOSTING as part of delivery & use.	On Premise	Off Premise	Managed Service <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> <a href="http://mspalliance.com/definition-of-managed-services/">mspalliance.com/definition-of-managed-services/</a>

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



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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:





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- (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



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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

<b>KEY ITEMIZED PUBLISHERS</b> Certification as Direct Reseller.	<b>OTHER ITEMIZED PUBLISHERS</b> Certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate	<b>NON-ITEMIZED PUBLISHER</b> 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

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	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	



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	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



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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

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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
<b>SOFTWARE &amp; LICENSING TYPE</b>	COTS	Volume Licensing	Custom/Customized
<b>LICENSING PERIOD</b>	Perpetual	Subscription	Not Applicable
<b>Delivery</b>	Shrink-Wrap	Download	Not Applicable
<b>Hosting as part of delivery &amp; use</b>	On-Premise	Off-Premise	Managed Services
<b>SERVICES</b>	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



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### 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

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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





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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  
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### 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 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

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**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

a. 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.

b. 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



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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

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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

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- (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



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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.



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### 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 \$50,000

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





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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



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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



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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



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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



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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; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) 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 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



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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.



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### 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.



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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 15<sup>th</sup> 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.



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### 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



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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



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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



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- 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](mailto: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



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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



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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.



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### 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,





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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,



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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



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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



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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



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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.



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- 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;



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- 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



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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





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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



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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



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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;



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- 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



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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



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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 15<sup>th</sup> 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:

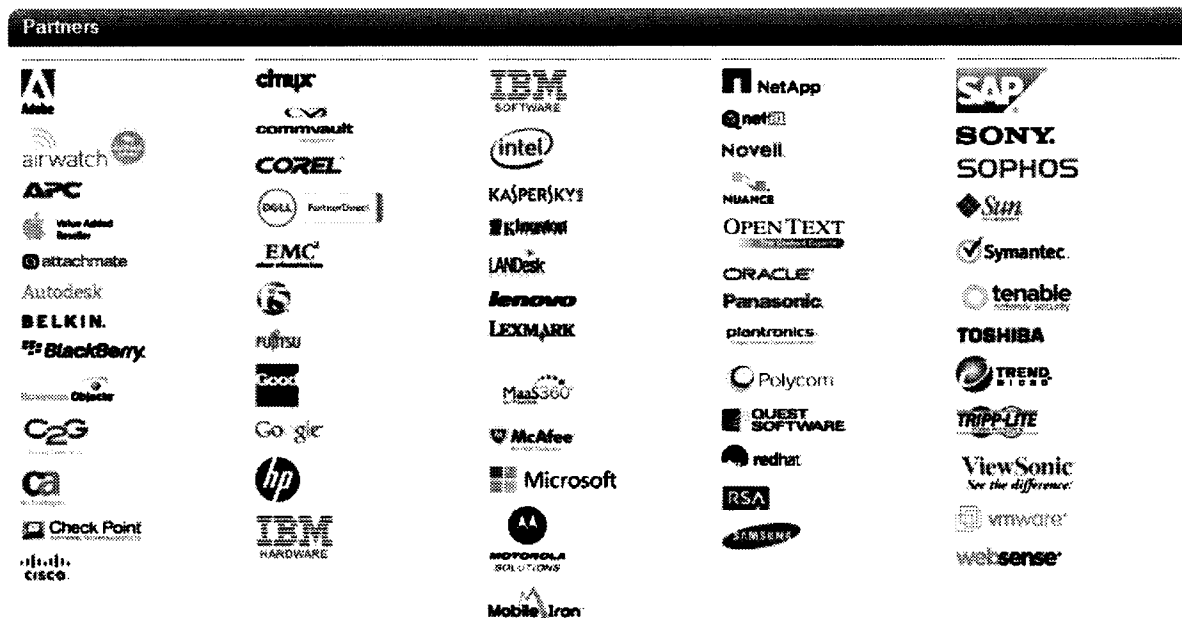
- **A dedicated Public Sector account and service team.** This team is empowered to commit all of SHI's resources to address the needs of our customers.
- **A flexible service approach** that allows SHI to adjust its processes, procedures, and offerings to meet the changing needs of our customers.
- **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



attachmate



CITRIX



McAfee

Microsoft

Novell

ORACLE

QUEST SOFTWARE



Symantec

vmware

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.

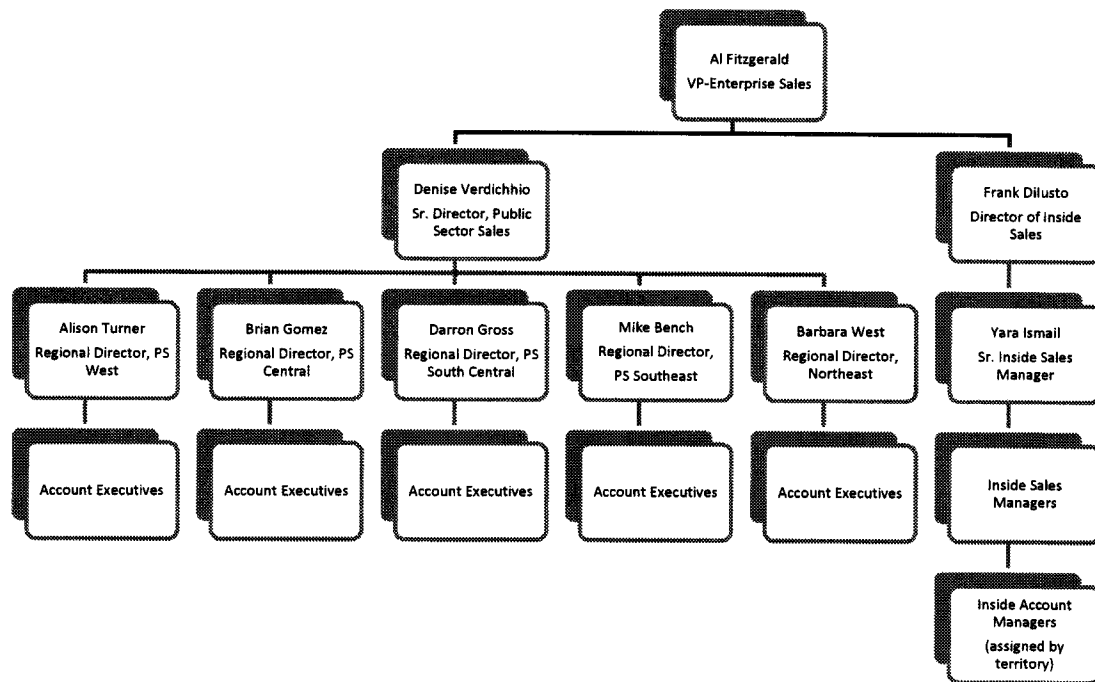
**SHI Response:** SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

- 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**

<b>Required Information</b>	<b>Offeror's Response</b>
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><b>Primary Business Contact for this RFP:</b> Alison Turner Director, Public Sector West 425-974-5997 <a href="mailto:Alison_Turner@SHI.com">Alison_Turner@SHI.com</a></p> <p><a href="http://www.shi.com">www.shi.com</a></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.)	<p>SHI International Corp. is a privately owned Corporation, incorporated in New Jersey</p> <p>52% owned by Thai Lee 40% owned by KoGuan Leo 8% held in trust</p>
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  <a href="mailto:Alison_Turner@SHI.com">Alison_Turner@SHI.com</a></p> <p>Public Sector Contracts Team Contact:  Nick Grappone  Public Sector Sales Contract Specialist  732-537-7166  <a href="mailto:Nick_Grappone@SHI.com">Nick_Grappone@SHI.com</a></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  <a href="mailto:Alison_Turner@SHI.com">Alison_Turner@SHI.com</a></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"><li>• Senior Director for SHI's Public Sector field sales team across the country</li><li>• Responsible for all SHI Public Sector contracts</li><li>• Dedicated to excellence and continuous improvement in offerings and customer service</li></ul>

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"> <li>Coordinates SHI efforts in support of the NASPO ValuePoint SVAR contract across the country</li> <li>Manages the SHI SLED field sales team in the Western US</li> <li>Maintains strong relationships with NASPO ValuePoint and each Participating State in the West</li> <li>Attends annual NASPO ValuePoint meetings, conducts regular status checks with Participating States, guarantees service under the contract, point of contact for contract questions, etc.</li> </ul>

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"> <li>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</li> <li>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</li> </ul>

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"> <li>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</li> <li>Lynn's high energy, positive attitude, and customer-focused approach have helped her build long-term customer relationships</li> </ul>

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"> <li>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</li> <li>Andrea is committed to showing up for her customers, both literally and figuratively. Her customers appreciate her dedication and positive attitude</li> </ul>



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"> <li>• Brandon is a Field Account Executive who works closely with the State of Oregon under the State's SVAR Participating Addendum</li> <li>• Brandon regularly receives compliments from his customers on his detailed knowledge of software licensing and his excellent customer service</li> </ul>

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"> <li>• Heather is a Field Account Executive who works with State of Colorado entities under the State's current SVAR Participating Addendum</li> <li>• While newer to SHI, Heather brings a great deal of industry experience and has quickly made a strong impact for her customers</li> <li>• Heather's past experience includes managing a software licensing team, and her knowledge of licensing programs and attention to detail are second to none</li> </ul>

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"> <li>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</li> <li>Dan is known for his integrity, his hard work, and his desire to understand his customers' missions as thoroughly as possible</li> </ul>

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"> <li>Debbie is a Field Account Executive who supports local government accounts in Northern California under the State's SVAR Participating Addendum</li> <li>Debbie's long tenure in the industry and with SHI make her a wealth of knowledge for her customers</li> </ul>

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"> <li>Guillermo is a Field Account Executive who supports local government accounts in Southern California under the State's SVAR Participating Addendum</li> <li>Guillermo approaches his role with enthusiasm and enjoys helping his customers to craft IT solutions in new and more efficient ways</li> </ul>

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"> <li>Martin is a Field Account Executive who works closely with the State of Connecticut under the State's SVAR Participating Addendum</li> <li>Martin combines his knowledge of products and programs with his passion for making his customers' lives easier</li> </ul>

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"> <li>• Kevin is a Field Account Executive who supports the states of North Dakota and South Dakota under their SVAR Participating Addenda</li> <li>• Kevin has a great deal of tenure in the industry and in working with public sector customers</li> </ul>

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"> <li>• David personally supports, and manages a team who help support, the MOKA states under their current SVAR Participating Addenda</li> <li>• David's 17+ years in various roles for SHI provide him with the background and knowledge to get things done right for his customers</li> <li>• David is known for his responsiveness and positive attitude</li> </ul>

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"> <li>• Senior Inside Sales Manager for SHI's Public Sector inside sales team across the country</li> <li>• All regional Public Sector Inside Sales Managers and their teams report up to Yara</li> <li>• Point of escalation for customers and Public Sector Directors to address urgent matters</li> <li>• Sets new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers</li> </ul>

- 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.

# Denise Verdicchio

908.884.1389  
denise\_verdicchio@SHI.com

202 Gregory Lane  
Branchburg, NJ 08876

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## 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

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### **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**

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### **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 102<sup>nd</sup> Place NE  
Kirkland, WA 98033

425-974-5997  
alison\_turner@shi.com

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*Sales Leadership • Collaboration • Customer Focus*

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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.

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### 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**      **November 2007 – October 2011**  
**Dell, Seattle WA**

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**      **May 2007 – November 2007**  
**ASAP Software, Seattle WA**  
And formerly

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

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**      **September 1999 – March 2001**  
**ASAP Software, Seattle WA**

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.

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## **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

**Microsoft**  
**CERTIFIED**

*Technology  
Specialist*

Volume Licensing Specialist, Large Organizations

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## **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.

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## AMELIA G. JAKUBCZYK

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### 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.*

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### EDUCATION & ACTIVITIES

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**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. 4<sup>th</sup> Place • Phoenix, AZ 85020 • 602.692.6261 • LynnFarmerAZ@gmail.com

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## *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.

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**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.

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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](mailto:brandon_barkley@shi.com)

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

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#### **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**

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**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

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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](http://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](http://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](http://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](http://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**

- 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**

- 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**

- 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**

- Responsible for maintaining stock of parts and assisting users.
- Administrative support and data entry.

## Education

1990–1993 San Jose State University San Jose, CA

- M.S. Clinical Psychology.

1986-1990 Santa Clara University Santa Clara, CA

- 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](mailto: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           | ▪ Customer Service   | ▪ Solutions focused   |
| ▪ Training & Communications | ▪ Account Management | ▪ Account Management  |
| ▪ Management & Development  | ▪ Project 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.

**SLED Regional Management Team**

**Senior Director of Public Sector Sales**  
**Denise Verdicchio**  
 908-684-1389  
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**WEST**  
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**CENTRAL**  
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**Michael Bench**  
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**EAST**  
**TBH**

**NORTHEAST**  
**Barb West**  
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Innovative Solutions. World Class Support.
SHI.com | 888-764-8888

## Public Sector, Government/Education West **shi**

**EDUCATION**

- K12/WE** Brandon Barkley
- HE** E. Lupof, Slender
- K12** Renee Smith
- K12** John Lupo
- K12** Kristina Tiquet
- K12/HE** TBF
- K12/HE** Heather Fritzsche
- K12/HE** Dan Pressley
- K12/HE** Lynn Farmer

**GOVERNMENT**

- State** Julie Gabale
- Local** Debbie Blaser
- Local** Guillermo Ortiz
- S&L** Andrea Kiere
- S&L** Dan Pressley
- S&L** Heather Fritzsche
- S&L** Lynn Farmer
- S&L** Brandon Barkley
- S&L** Annela Jakubczyk

**HEALTHCARE**

**Healthcare** Sean Whelan

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## Public Sector, Government/Education Central **shi**

**EDUCATION**

- K12/HE** Tom Wampler
- K12/HE** Emilio Vargas
- HE** Kevin Farrell
- K12/HE** Michael Landagan
- K12/HE** Tawnya Bonaarte
- K12/HE** Scott Special
- K12/HE** Misty Harper
- K12/HE** Joe Franzen

**GOVERNMENT**

- S&L** Emilio Vargas
- S&L** TBF
- S&L** Andrew Harrison
- S&L** Jerry Francis
- S&L** Greg Rickler
- S&L** Steve Bonaarte
- S&L** Ron Nagel
- S&L** Misty Harper
- S&L** Joe Franzen
- S&L** Kevin Farrell
- S&L** Tom Wampler

**HEALTHCARE**

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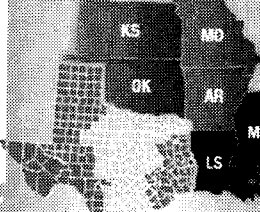
**Scott Special**  
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## Public Sector, Government/Education South Central

**EDUCATION**



**MOKA**

- KS** James Lynch
- MO** Ashley Myers
- AR** Casey Delapenger
- MS** Patrick Powers
- LS** Adrienne Pubytki
- LA** Lindsay Clausen
- TX** Tracy Blaser
- TX** Tara Hayes
- TX** Paul Thomas

**Darron Gross**  
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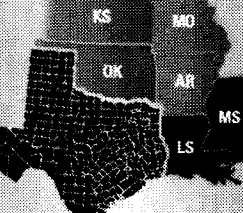
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**GOVERNMENT**

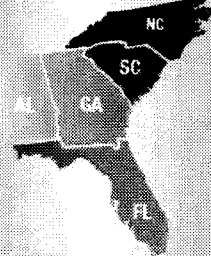


**MOKA**

- KS** Mike Jones
- MO** David Rounds
- AR** Laurie Conrad
- MS** Meghan Kapper
- LA** Darron Gross
- TX** Dave Morris
- TX** Jon Sonnen
- TX** Craig Bailey

## Public Sector, Government/Education Southeast

**EDUCATION**



**K12** Willie Ivory

**NE** Orinda Rose

**GA** Willie Ivory

**FL** Orinda Rose

**K12/NE** Laura McAlester

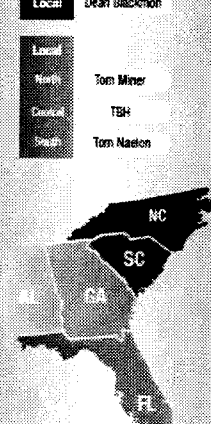
**K12/NE** Christine Wikerson

**North** Stephen Forsythe

**South** Tracy Megierie

**South** Lorraine Kennedy

**GOVERNMENT**



**SL** Tony Santini

**MD** Trevor Golden

**SD** Michael Bench

**State** Michael Bench

**State** Carly Higginbotham

**Local** Dean Blackmon

**Local** Tom Miner

**Local** TBH

**Local** Tom Naeon

**Healthcare** Kyle DeVYoung

**Michael Bench**  
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## Public Sector, Government/Education East



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- NY: John Anderson
- PA: Amanda Calomone
- DE: Gerald Bianco
- MD: Daniel Gorman
- WV: Angela Menach
- VA: Bryan Rosenbalm
- NY: Tim Martin
- PA: Matt Markle
- DE: John Grady
- MD: Jennifer Dorney
- TBHI

**GOVERNMENT**

- NY: Dean Howell
- PA: TGH
- DE: Gora Gentile
- MD: Emmy Diebi
- WV: John Minnelli
- VA: Matt Markle
- NY: Mac Nachles
- PA: Eric Schneider

**EDUCATION**

- NY: John Anderson
- PA: Amanda Calomone
- DE: Gerald Bianco
- MD: Daniel Gorman
- WV: Angela Menach
- VA: Bryan Rosenbalm
- NY: Tim Martin
- PA: Matt Markle
- DE: John Grady
- MD: Jennifer Dorney
- TBHI

**GOVERNMENT**

- NY: Dean Howell
- PA: TGH
- DE: Gora Gentile
- MD: Emmy Diebi
- WV: John Minnelli
- VA: Matt Markle
- NY: Mac Nachles
- PA: Eric Schneider

## Public Sector, Government/Education Northeast



**EDUCATION**

- ME: MaryEllen Dube
- MA: Barb West
- CT: MaryEllen Dube
- RI: Barb West
- ME: Jeff Levin
- MA: Barb West
- CT: Shantelle Wright
- RI: Barb West
- ME: Art Gordon
- MA: Michael Dempsey
- CT: Shantelle Wright
- RI: Shantelle Wright

**GOVERNMENT**

- ME: Barb West
- MA: Nick Repp
- CT: Nick Repp
- RI: Amanda Spence
- ME: Michael Dempsey
- MA: Martin Berrett

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 Barrick	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).

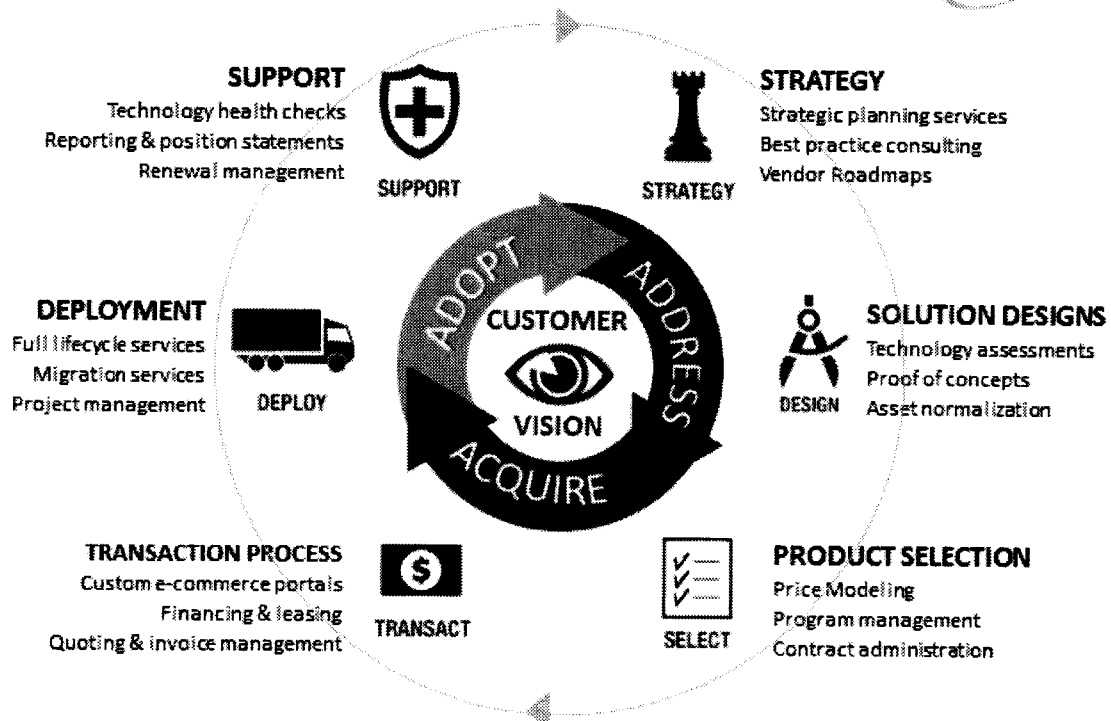
**SHI Response:**

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.

## Complete Value



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.

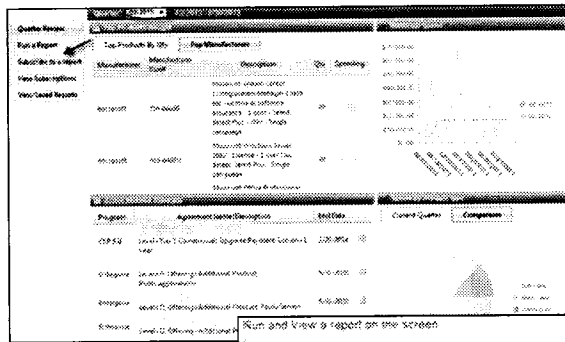
#### SHI Response:

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.

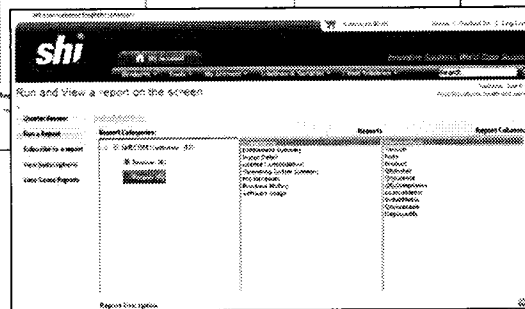
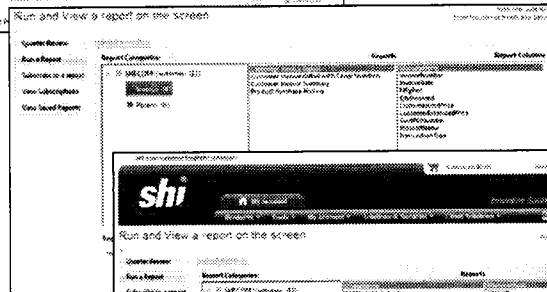
**SHI Licensing Team:** SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing 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.

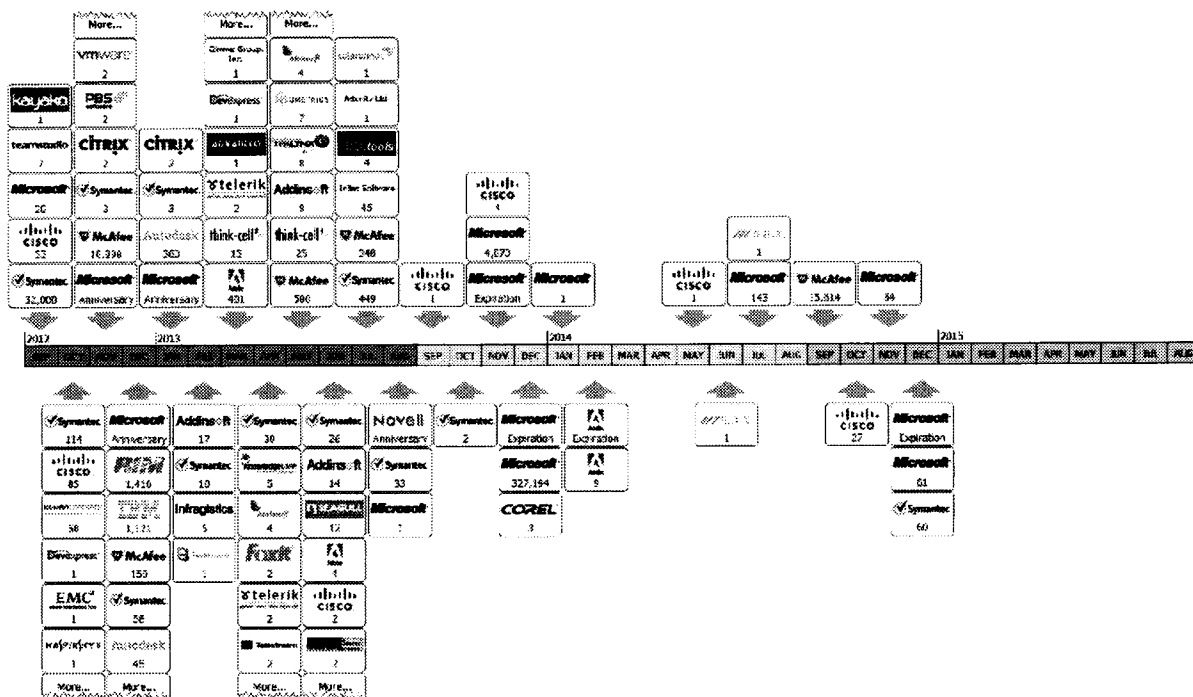
**Reporting:** SHI offers a breadth of reporting options which are flexible, customized, and available at no cost. We offer custom data capture for reports that track purchases within your organization, e.g. project codes, department codes, business units, etc. Our customers have the option to run these 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

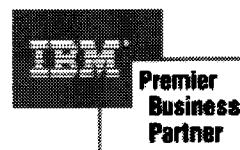
**Contract Announcement**—Upon award of the contract, SHI will create an Email marketing piece to announce the renewal of the NASPO SVAR Contract with SHI. We will reach out to our existing customer base, as well as entities within the states that are not currently purchasing from SHI. We will announce 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](mailto:XXX@shi.com) | Office: XXX-XXX-XXXX | Fax: XXX-XXX-XXXX

SHI International Corp.

[www.publicsector.shidirect.com](http://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 SHI Blog

HOMEHARDWARESOFTWARESERVICESSOLUTIONSMOBILITYCLOUDNEW

## 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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### Perpetual or subscription licensing for Autodesk? You can choose – for now. [UPDATED]

**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

<b>BMC</b>	Premier Partner 1 Sales & Licensing Specialist
<b>Box</b>	Platinum Partner (ranked #1) 1 Sales & Licensing Specialist
<b>Check Point</b>	Two Star Elite Partner 1 Security Sales & Licensing Specialist
<b>Citrix</b>	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility
<b>Commvault</b>	Platinum Velocity Partner (ranked #3) 1 Dedicated Sales & Licensing Specialist 1 Technical Resource —ESG
<b>CA</b>	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
<b>Corel</b>	Platinum Partner (ranked #1) 2 Emerging Partner Specialists
<b>ESET</b>	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
<b>Google</b>	Premiere Partner 1 Dedicated Sales & Licensing Specialist
<b>IBM</b>	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
<b>Kaspersky</b>	Platinum Partner (ranked #2)

	<p>National Partner of the Year 2014</p> <p>1 Security Software &amp; Licensing Specialist</p>
LANDesk	<p>National Sales Partner - Premier (ranked #3)</p> <p>Americas NSP Partner of the Year - 2013</p> <p>2 Emerging Partner Specialists</p>
McAfee (Intel Security)	<p>Authorized Reseller (ranked #1)</p> <p>Corporate Reseller of the Year - 2014</p> <p>1 Dedicated Sales &amp; Licensing Specialist</p> <p>1 Business Development Manager</p> <p>1 Technical Resource - ESG</p>
Microsoft	<p>LSP &amp; EDA (ranked #1)</p> <p>Gold Competency</p> <p>Team of 70+ Dedicated Licensing &amp; 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 &amp; Licensing Specialist</p>
Net IQ	<p>Authorized Reseller (ranked #1)</p> <p>1 Dedicated Sales &amp; Licensing Specialist</p>
Novell	<p>National Partner (ranked #1)</p> <p>1 Dedicated Sales &amp; 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>

<b>Oracle</b>	<p>Oracle Global Platinum Partner</p> <p>1 Sales &amp; Licensing Specialist</p> <p>2 SW Technical Sales Representatives</p> <p>1 HW Technical Sales Representative</p>
<b>Proofpoint</b>	<p>Platinum Partner (ranked #3)</p> <p>1 Sales &amp; Licensing Specialist</p>
<b>RedHat</b>	<p>Red Hat Ready Partner (Ranked #1)</p> <p>High Volume Partner of the Year - 2013</p> <p>1 Dedicated Sales &amp; Licensing Specialist</p>
<b>RSA</b>	<p>Signature Level Partner (ranked #3)</p> <p>1 Security Sales &amp; Licensing Specialist</p>
<b>SAP/Business Objects</b>	<p>Silver Partner</p> <p>1 Sales &amp; Licensing Specialist</p>
<b>SolarWinds</b>	<p>Partner</p> <p>1 Sales &amp; Licensing Specialist</p>
<b>Sophos</b>	<p>Platinum Partner (ranked #1)</p> <p>Sophos Partner of the Year - (2011 - 2014)</p> <p>1 Dedicated Sales &amp; Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales &amp; Licensing Specialist</p>
<b>Symantec</b>	<p>Platinum Partner</p> <p>1 Team Manager</p> <p>7 Dedicated Sales &amp; Licensing Specialists, 1 Operations Specialist</p> <p>2 Technical Sales Support</p> <p>2 Business Development Managers</p>
<b>Tenable</b>	<p>Tier 1 Platinum Partner (Ranked #1)</p> <p>1 Security Sales &amp; Licensing Specialist</p>

<b>Trend Micro</b>	National Channel Partner (Ranked #2) 1 Security Sales & Licensing Specialist
<b>Veeam</b>	Platinum Pro Partner (ranked #3) 1 Sales & Licensing Specialist
<b>VMWare</b>	Corporate Reseller 1 Dedicated Sales & Licensing Specialist 1 Presales Storage Solutions Architect
<b>WebSense</b>	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*





## 2.5 Other (specify)

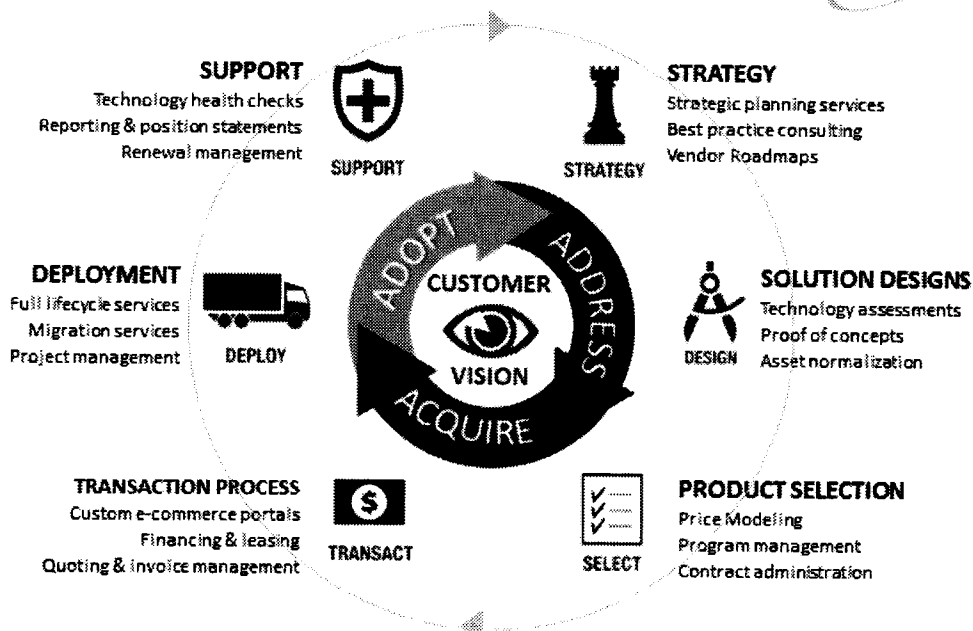
### SHI Response:

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.

### Complete Value



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.**

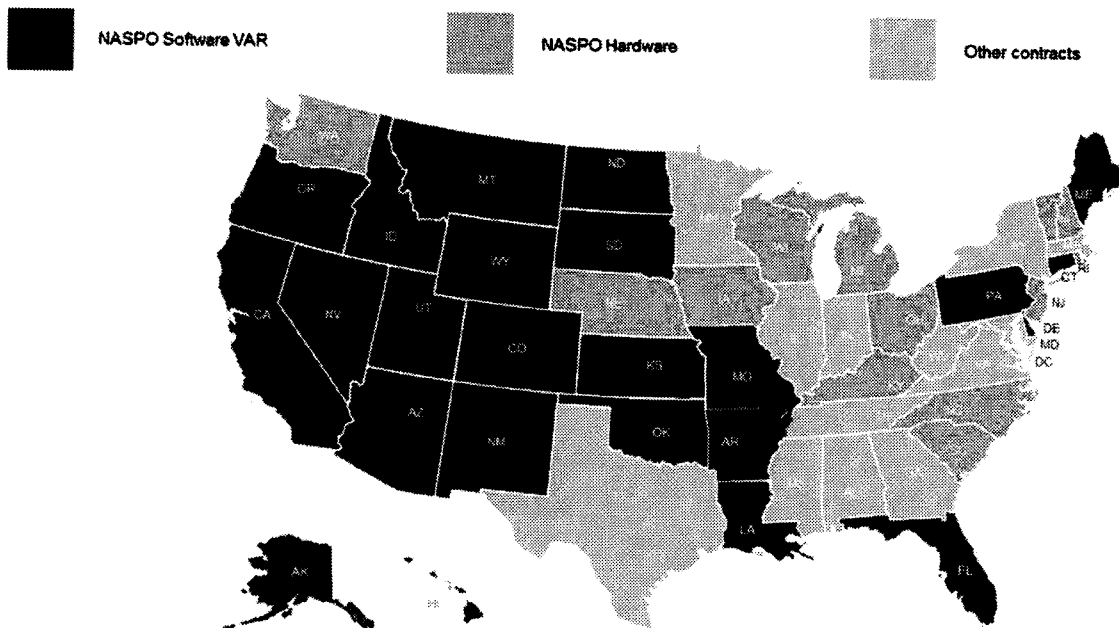
##### **SHI Response:**

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:



SHI will continue to invest in our support for the government and education markets. We are uniquely positioned to help you to address, acquire and adopt the products and solutions you need to fulfill your business needs.

**SHI provides additional details regarding our government customers within our response to section 3.1.2 below.**

**3.1.1 Explain the services provided to each and how long Offeror has been working with each.**

**SHI Response:**

As described above, SHI's government contracts number in the thousands. Our contracts include statewide contracts for software and licensing, hardware, asset management, end user services, lifecycle services, staff augmentation, and others. Our first statewide contract was with the State of Texas, signed in 1994, and some of our relationships with state government customers date back to 1991. While it does not represent a comprehensive list, within our response to section 3.1.2 below, we are providing a representative list of our public sector customers and the products or services that we provide to each.

**3.1.2 List government contracts Offeror has gained over the past three (3) years. Provide an explanation of why Offeror was chosen.**

**SHI Response:**

The following table lists contracts won or renewed/extended over the past three years. These contracts were originally awarded based on SHI's response to the customers' formal requests for proposal. While award criteria will vary, typically these are awarded based on SHI's quality of service, our comprehensive service and support plan, and our aggressive pricing proposal. Customers renew their contracts with SHI because we deliver high quality service throughout the term of our agreement.

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
			Acer, HP, Microsoft, Samsung, Ctera, Google, Fortinet, StorageCraft, Tripp Lite, Belkin, Black Box, West Penn Wire, Xerox, Sagemcom, Plantronics, Toshiba, Epson
NC	USETPA	LAN-WAN Security / End User Devices (Synnex)	
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
			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	State of Pennsylvania	COSTARS-6 Software	
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
		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
			ABT Global, Apple, Barco, Ergotron, Good Technology, HP Health, Motorola, NDS Surgical Imaging, Rubbermaid Medical Solutions, Services, Symantec
TX	State of Texas	DIR-SDD-1834 Healthcare IT	
			CSI Leasing
TX	State of Texas	DIR-SDD-1880 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
			Brocade, Buffalo Technology, Emulex, Hitachi, Nexsan, Nimble Storage, Overland Storage, Qlogic, Violin
TX	State of Texas	DIR-TSO-2823 Data Storage	
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 <a href="mailto:dstout@mt.gov">dstout@mt.gov</a>	Jason Grove Department of Administration, Division of General Services Contracting Officer PO Box 110210 Juneau, AK 99811-0210 907-465-5679 <a href="mailto:Jason.grove@alaska.gov">Jason.grove@alaska.gov</a>	Neal Farron 900 SW Jackson, 451S Topeka, KS 66612 785-296-3122 <a href="mailto:Neal.Farron@da.ks.gov">Neal.Farron@da.ks.gov</a>
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 <a href="mailto:Jennifer.mccaulla@omes.ok.gov">Jennifer.mccaulla@omes.ok.gov</a>	Russ Craighead 301 West High Street, Room 270 Jefferson City, MO 65102 573-522-1154 <a href="mailto:Russ.Craighead@oa.mo.gov">Russ.Craighead@oa.mo.gov</a>	Jaime Motley 1509 West 7 <sup>th</sup> Street, 3 <sup>rd</sup> Floor Little Rock, AR 72201 501-371-6065 <a href="mailto:Jaime.Motley@dfa.arkansas.gov">Jaime.Motley@dfa.arkansas.gov</a>

<b>Contract Start and End Date</b>	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
<b>Contract Value</b>	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

<b>Reference Information</b>	<b>Client Seven</b>	<b>Client Eight</b>
<b>Company Name</b>	Nevada State Purchasing Division *Letter of reference also follows	Arizona Legislative Council (currently, also ADOT and Child Safety)
<b>Type of Contract Product and Services Delivered</b>	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum
<b>Contact Name, Mailing Address, Phone Number, Email Address</b>	Marti Marsh 515 E. Musser St., Suite 300 Carson City, NV 89701 775-684-0180 <a href="mailto:mmarsh@admin.nv.gov">mmarsh@admin.nv.gov</a>	Steve West 1700 W. Washington Phoenix AZ 85007 602-690-4209 <a href="mailto:Swest@azleg.gov">Swest@azleg.gov</a>
<b>Contract Start and End Date</b>	June 3, 2011 – June 2, 2016	June 3, 2011 – June 2, 2016
<b>Contract Value</b>	\$2,500,000 / year	Varying spend at multiple AZ agencies during contract term

**References From Other Statewide Software Contracts:**

<b>Reference Information</b>	<b>Client Nine</b>	<b>Client Ten</b>	<b>Client Eleven</b>
<b>Company Name</b>	Virginia Information Technologies Agency (VITA)	State of New Jersey	State of Alabama
<b>Type of Contract Product and Services Delivered</b>	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
<b>Contact Name, Mailing Address, Phone Number, Email Address</b>	Gregory Searce VITA 11751 Meadowville Lane Chester VA 23836 804-416-6166 <a href="mailto:Gregory.Searce@vita.virginia.gov">Gregory.Searce@vita.virginia.gov</a>	Lynne Gash Contract Administrator 2 NJ Office of Information Technology 33 West State Street, 8th Floor Trenton, NJ 08625-0230 (609) 777-4121 <a href="mailto:Lynne.Gash@oit.nj.gov">Lynne.Gash@oit.nj.gov</a>	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 <a href="mailto:Mason.Tanaka@isd.alabama.gov">Mason.Tanaka@isd.alabama.gov</a>
<b>Contract Start and End Date</b>	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
<b>Contract Value</b>	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:

Brian Sandoval  
Governor



Patrick Cates  
Director

Jeffrey Haag  
Administrator

**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. 15<sup>th</sup> 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.