



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 2, 2018

Staff Contact: Carol Akers and Eric Von Schimmelmann

Agenda Title: For Possible Action: To approve the purchase of various components of hardware and software through joinder contracts with Insight Public Sector, ConvergeOne, Inc./Cisco, Dell, CDW Government LLC, Microsoft and SHI International Corporation, for a total annual amount not to exceed \$1,000,000 to be funded from various city accounts as approved in the FY 18-19 budget. (Carol Akers; cakers@carson.org and Eric Von Schimmelmann; Evonschimmelmann@carson.org).

Staff Summary: Each year the vendor contracts that the Information Technology Department relies on to perform a majority of the purchases of hardware, software, and services for City departments are brought to the Board of Supervisors for approval. While many of the individual purchases and projects are not significant, when aggregated over the course of the year, they are significant. The City will receive better pricing by joining these contracts than it would receive if it were to decline to join these contracts because the City will be joining larger nation-wide contracts which typically receive lower pricing than smaller jurisdictions.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the purchase of various components of hardware and software through joinder contracts with Insight Public Sector, ConvergeOne, Inc./Cisco, Dell, CDW Government LLC, Microsoft and SHI International Corporation, for a total annual amount not to exceed \$1,000,000 to be funded from various city accounts as approved in the FY 18-19 budget.

Board's Strategic Goal

Efficient Government

Previous Action

NA

Background/Issues & Analysis

The Information Technology department anticipates the need to purchase approximately \$1,000,000 in software, hardware, and services from various vendors for FY 18-19. This amount was approved in the FY 18-19 budget, based on \$500,000 in anticipated expenditures for Capital Improvement Projects, and \$500,000 in requests for hardware, software, and services from various City departments, coming to a total amount of approximately \$1,000,000. This amount was derived from looking at the City's history of yearly purchases and taking in to account the additional CIP projects that were approved for FY 18-19.

The contracts brought before the board for approval today are:

- 1) Insight Public Sector through the US Communities Contract #4400006644; Expires 4/30/21
- 2) ConvergeOne, Inc./Cisco through NASPO (National Association State Procurement Officials) Contract #AR233; Expires 5/31/19 (RFP is currently out for solicitation)
- 3) Dell through NASPO Contract #MNWNC-108; Expires 3/31/20
- 4) CDW Government LLC through NIPA (National Intergovernmental Purchasing Alliance) Contract #2018011-01; Expires 2/28/23
- 5) Microsoft through NASPO Contract MNWNC-119; and; Expires 3/31/20
- 6) SHI International Corp. through NASPO Contract #ADSP016-130651; Expires 4/7/19 (Initial term for two (2) years, may be extended for a total not to exceed five (5) years.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Multiple city-wide accounts that were approved in the FY19 budget.

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact: Approximately \$1,000,000 will be expended from various accounts from multiple City departments. Each City department would manage its own account.

Alternatives

Decline to approve the joinder contracts and provide alternative direction to staff.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

FY18 Actual Spending			
Vendor	Superion (HTE)	B of A (WORKS)	FY 2018
Insight Public Sector	\$ 6,485.74	\$ 341,629.17	\$ 348,114.91
ConvergeOne, Inc	\$ -	\$ 277,038.06	\$ 277,038.06
Dell	\$ 97,609.41	\$ 53,608.96	\$ 151,218.37
Apple	\$ -	\$ 17,606.00	\$ 17,606.00
CDW-G	\$ -	\$ 104,435.10	\$ 104,435.10
SHI International Corp	\$ -	\$ 39,907.83	\$ 39,907.83
Total			\$ 938,320.27

FY19 Projects		
Office 365	101-0710-419-0433	\$ 130,000.00
PC Refresh	101-0710-419-0680	\$ 130,000.00
Hardware Maintenance	101-0710-419-0432	\$ 50,000.00
Software Maintenance	101-0710-419-0433	\$ 150,000.00
Sierra Room Upgrade	101-0710-419-7775	\$ 150,000.00
CIP		\$ 200,000.00
Miscellaneous Department Requests		\$ 190,000.00
Total		\$ 1,000,000.00



County of Fairfax, Virginia

AMENDMENT

Date: JUL 23 2018

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE
1000000125

CONTRACT NO.
4400006644

Contract 4400006644 is renewed for two (2) years, effective May 1, 2019 through April 30, 2021.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: Megan Amdahl
(Signature)

SVP - Operations
(Title)

Megan Amdahl
(Printed)

July 5, 2018
(Date)

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e Contract Specialist – L. Robinson
DIT – Melanie Quinn/e ACS Team 1 – J. Waysome-Tomlin
U. S. Communities – Scott Wilson swilson@uscommunities.org

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: FEB - 5 2018

AMENDMENT NO. 2

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE

1000000125

CONTRACT NO.

4400006644

Contract 4400006644 is amended to incorporate the attached sample Master Equipment Lease Agreement (MELA) and the Notice of Acknowledgement of Assignment (NOAA).

All other terms, and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e
DIT – Melanie Quinn/e
U. S. Communities – Scott Wilson/e
(swilson@uscommunities.org)

Contractor – Erica Falchetti
(Erica.falchetti@insight.com)
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

Master Equipment Lease Agreement

BETWEEN:	("Lessor") Insight Public Sector, Inc. 6820 South Harl Ave Tempe, AZ 85283
BETWEEN:	("Lessor") Insight Public Sector, Inc. 6820 South Harl Ave Tempe, AZ 85283
DATED:	December ____, 2016

ARTICLE I

1.01 **Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with an appraisal amount based upon the assumptions specified in the definition of Fair Market Value that will be determined by an appraiser of Lessor's choosing.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the value of each item of Property for use, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Agreement, this contract shall be Fairfax County Contract #4400006644 unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution.
- (f)
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property, shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule reflect

payments for taxes that are not properly owed by Fairfax County.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05 AND PARAGRAPH 48 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that no Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate.

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property. Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02 Tax Benefits. Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING THE STATE OF TITLE; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION

OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

10.02 Supplier's Warranties. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above. If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. In the event title to the Equipment reverts back to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear expected. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHICH SHALL BE DEPENDANT UPON THE CREDIT RATING OF SUCH THIRD PARTY. THE CREDIT RATING MUST BE DEEMED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by the Parties in or pursuant to the Property Schedule or its execution, delivery or performance shall proven to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare the entire amount of unpaid Rental Payments under the appropriate Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable, without further notice.
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except

those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;

- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Insight Public Sector, Inc.
By:
Name:
Name:

Lessee: Fairfax County, VA
By:
By:
By:

By:
By:
By:

Property Schedule No. 1

Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____, between _____ and Insight Public Sector, Inc.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 2.
5. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.
6. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 4.
7. Essential Use. The Essential Use is attached as Exhibit 5.
8. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.
9. Notice. Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Insight Public Sector, Inc.
By: _____
Name: _____
By: _____

Lessee:
By: _____
By: _____
By: _____

By: _____
By: _____
By: _____

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated _____ between Insight Public Sector, Inc. ("Lessor") and ("Lessee").

The PROPERTY:

The Property is more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in Insight Quote. The Property costs.

PROPERTY LOCATION:

USE: This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT: \$

RENTAL PAYMENT SCHEDULE:

Lessee:
By:
By:
By:

EXHIBIT 2

Lessee's Certificate

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between Insight Public Sector, Inc. and

The undersigned, being the duly elected, qualified and acting keeper of records for ("Lessee") do hereby certify, as of _____, _____, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By: _____

By: _____

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

EXHIBIT 3

Payment of Proceeds Instructions

Insight Public Sector, Inc.
6820 S. Harl Ave.
Tempe, AZ 85283

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between Insight Public Sector, Inc. ("Lessor")
and _____ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: **Insight Public Sector, Inc.**

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

Lessee:
By:
Name:
By:

EXHIBIT 4

Acceptance Certificate

Insight Public Sector, Inc.
6820 S. Harl Ave.
Tempe, AZ 85283

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between Insight Public Sector, Inc. and

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Insight Public Sector. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date:
Lessee:
By:
By:
By:

EXHIBIT 5

Essential Use

Lessee (Full Legal Name)	
Federal Tax ID #	
Street Address	
City, State, and Zip	
Dept. Using the Equipment	

Customer Contact		Invoices to be sent to:	
Title		Contact	
Phone and Fax No.		Department	
e-mail address		Street Address	
		City, State, and Zip	
Contract Signer		Phone and Fax No.	
Title		e-mail address	
Phone and Fax No.		Special Instructions	
e-mail address			

1. Equipment Description:

2. What is the purpose of the proposed equipment acquisition?

3. Why is the equipment essential?

4. What department is using the equipment?

5. Is the new equipment replacement, an upgrade or additional to the department?

6. If replacement or upgrade, what is the age of the existing equipment?

7. If you're upgrading existing equipment, is the existing equipment paid off?

Source of funds for
proposed payments:

Fund Balance:

\$ _____

General Fund _____

As of _____

Other (provide detail) _____

Date of most recent Audited Financial Statement:

Fiscal Year End:

8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?

9. Will any loan or grant monies be directly used to make the payments?

10. Have you ever defaulted or non-appropriated on a lease or bond obligation?

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured?

General Liability Coverage Limits: \$ _____

Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.

If the lessee has additional commercial insurance coverage please provide coverage limits.

Submitted by (Name):		Title:	
Signature:		Title:	

Schedule 1

SECURED PARTY: Insight Public Sector, Inc.

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated _____, _____ to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A

SAMPLE

Notice of Acknowledgement of Assignment

The County of Fairfax, Virginia (the "Lessee") and Insight Public Sector, Inc. (the "Lessor") are parties to that certain Master Equipment Lease Agreement No. _____, dated _____, 2017, the terms of which are incorporated in Master Equipment Lease Agreement Property Schedule No. _ (together, the "Lease").

Lessor has assigned to Banc of America Leasing & Capital, LLC ("Bank") all of its rights but not its obligations under the Lease and all of Lessor's right, title, and interest in and to the Property covered thereby (the "Equipment"), including the right to collect all Lease payments due thereunder.

Accordingly, all payments under the Lease are to be made directly to Bank in accordance with the instructions contained in the invoices to be provided to you by Bank, or, if not specified in Bank invoices, at the following address:

Banc of America Leasing & Capital, LLC
305 W. Big Beaver Rd., Ste. 400
Troy, MI 48084

The assignment of the Lease to Bank in no way affects the Lessor's obligations, if any, under the Lease or any related maintenance agreement, and Lessor and not Bank shall continue to perform and remain responsible for Lessor's obligations under the Lease.

Please acknowledge Lessee's agreement to the terms of this Notice and Acknowledgment of Assignment by signing where provided for below, thus confirming (i) that the details contained herein are correct, (ii) that all the Equipment has been delivered to and accepted by the Lessee at the location(s) specified in the Lease, and (iii) that the Lessee's obligation to pay Bank the Lease payments and other sums under the Lease as outlined herein, without defense, offset or counterclaim, is absolute and unconditional, in accordance with the Lease's terms, notwithstanding the Lessee's inability to use the Equipment, any title defect, default by the Lessor under the Lease or maintenance agreement.

Equipment Description: The equipment is more fully described in Exhibit A incorporated herein by reference and attached hereto.

Original Term of Lease: ___ Months

Number of Lease Payments to Become Due and Payable to Bank : ___ Annual Payments

Annual Lease Payment: \$ _____ *

*Plus applicable sales/use tax

The undersigned Lessee and Lessor acknowledge and confirm the terms of this Notice and Acknowledgement of Assignment.

County of Fairfax, Virginia
(Lessee)

By: _____

Name: _____

Title: _____

Date: _____

Insight Public Sector, Inc.
(Lessor)

By: _____

Name: _____

Title: _____

Date: _____



County of Fairfax, Virginia

AMENDMENT

Date:

OCT 19 2017

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE

1000000125

CONTRACT NO.

4400006644

By mutual agreement, the contract is hereby amended to incorporate the following services:

Service Categories	Cost Plus Percentage
Microsoft Cloud Solutions Provider (CSP) Program	Cost +15%
Program to allow Insight to sell Microsoft cloud services via the Microsoft CSP program, as well as custom cloud solutions and services. Support Services can include Level 1, Level 2, or Level 3 Microsoft Office 365 subscription support, migration services, and administrative functions on behalf of the agency.	

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e
DIT – Melanie Quinn/e
DIT – Michael Franks/e
U. S. Communities – Scott Wilson/e
(swilson@uscommunities.org)

Contractor – Erica Falchetti
(Erica.falchetti@insight.com)
Contract Specialist –
ACS, Team -

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Az 85283

Attention: Erica Falchetti

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
- c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
- d. The Geographic Market Tiers dated 12/10/2015;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

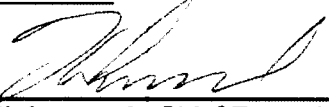
1. Insight is awarded a contract for the following sections of the RFP:
 - 3.1.1 Technology Products
 - 3.1.2 Technology Services and Solutions
 - 3.1.3 Cisco Products, Services and Solutions
 - 3.1.4 HP Products, Services and Solutions
 - 3.1.5 Dell Products, Services and Solutions
 - 3.1.6 Panasonic Products, Services and Solutions
 - 3.1.7 EMC² Products, Services and Solutions
 - 3.1.8 CommVault Products, Services and Solutions
 - 3.1.9 Symantec Products, Services and Solutions
 - 3.1.10 Veritas Products, Services and Solutions
 - 3.1.11 VMWare Products, Services and Solutions
 - 3.1.12 Apple Products, Services and Solutions
 - 3.1.15 Microsoft Products, Services and Solutions
 - 3.1.16 Citrix Products, Services and Solutions
 - 3.1.17 NetApp Products, Services and Solutions
 - 3.1.18 Related Products, Services and Solutions
2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.
3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
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4. Any discounts are minimum discounts and any rates are not-to-exceed rates.
5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:



Kenneth Lamneck, Chief Executive Officer
Insight Public Sector, Inc.

2/9/16

Date



Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16

Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave., Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Product, Services and Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligor the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.

The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obliging the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

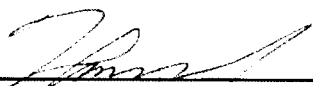
38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Insight Public Sector, Inc.

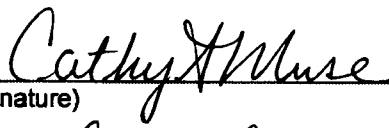
By: 
(Signature)

Name: Kenneth Lamneck
(Print)

Title: Chief Executive Officer

Date: 2/8/2016

Fairfax County

By: 
(Signature)

Name: Cathy A. Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16



NOTICE OF AWARD

Date: **FEB 23 2016**

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACT NUMBER: 4400006644

RFx: RFP2000001701

NIGP CODES: 20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047

CONTRACT PERIOD: May 1, 2016 through April 30, 2019

RENEWALS: Four (4) optional one year renewals
(or any combination of time equally not more than four years)

SUPERSEDES CONTRACT: 4400001195

CONTRACTOR: Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE: 1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See <https://www.insight.com/insightweb/welcome> and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Tonya Mills/e

DIT – Ron Shoram/e
DPSM, ACS Team 1 – J. Waysome-Tomlin

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non- Incumbent	All
	16%	8%	28%

Publisher	Cost Plus %
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

PRICING SUMMARY

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

PRICING SUMMARY

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

PRICING SUMMARY

	Service Categories	Discount off MSRP
Consulting Services		15%
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.		
Deployment Services		15%
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.		
Out-sourced Programs		15%
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.		
Maintenance Services		10%
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.		
Lab/Integration Services		1%
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.		
IT Asset Disposal		1%
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.		
Service Desk		1%
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.		

PRICING SUMMARY

Service Categories	Discount off MSRP
Remote Network and Security Managed Services	1%
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP				Contract Price			
		Market Tier				Market Tier							
		Tier 1	Tier 2	Tier 3	Tier 4	Discount off MSRP	Tier 1	Tier 2	Tier 3	Tier 4			
A	Business Analyst I, Project Coordinator (Technical), Service Technician	\$57.60	\$61.20	\$78.00	\$79.56	15%	\$48.96	\$52.02	\$66.30	\$67.63			
B	Business Analyst II, Service Technician Sr.	\$63.60	\$67.20	\$74.40	\$87.36	15%	\$54.06	\$57.12	\$63.24	\$74.26			
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	\$79.20	\$80.40	\$104.40	\$104.52	15%	\$67.32	\$68.34	\$88.74	\$88.84			
D	Engineer	\$90.00	\$91.20	\$112.80	\$118.56	15%	\$76.50	\$77.52	\$95.88	\$100.78			
E	Project Manager (Technical)	\$108.00	\$108.00	\$135.60	\$140.40	15%	\$91.80	\$91.80	\$115.26	\$119.34			
F	Consultant I	\$150.00	\$156.00	\$174.00	\$202.80	20%	\$120.00	\$124.80	\$139.20	\$162.24			
G	Engineer Sr.	\$126.00	\$127.20	\$157.20	\$165.36	15%	\$107.10	\$108.12	\$133.62	\$140.56			
H	Project Manager Sr. (Technical), Manager Services	\$144.00	\$150.00	\$182.40	\$195.00	15%	\$122.40	\$127.50	\$155.04	\$165.75			
I	Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center)	\$174.00	\$180.00	\$198.00	\$234.00	15%	\$147.90	\$153.00	\$168.30	\$198.90			
J	Consultant Sr., Consultant II (Contact Center)	\$198.00	\$210.00	\$234.00	\$273.00	20%	\$158.40	\$168.00	\$187.20	\$218.40			

PRICING SUMMARY

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	\$198.00	\$201.60	\$211.20	\$262.08	15%	\$168.30	\$171.36	\$179.52	\$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	\$210.00	\$222.00	\$246.00	\$288.60	15%	\$178.50	\$188.70	\$209.10	\$245.31
M	Architect II, Project Manager Sr. (Consulting)	\$234.00	\$246.00	\$270.00	\$319.80	15%	\$198.90	\$209.10	\$229.50	\$271.83
N	Architect Sr., Architect I (Contact Center)	\$258.00	\$270.00	\$300.00	\$351.00	15%	\$219.30	\$229.50	\$255.00	\$298.35
O	Architect II (Contact Center)	\$300.00	\$300.00	\$300.00	\$300.00	15%	\$255.00	\$255.00	\$255.00	\$255.00
P	Sr. Architect (Contact Center)	\$330.00	\$330.00	\$330.00	\$330.00	15%	\$280.50	\$280.50	\$280.50	\$280.50
Q	Specialty	\$370.50	\$390.00	\$432.90	\$507.00	15%	\$314.93	\$331.50	\$367.97	\$430.95

PRICING SUMMARY

Geographic Market Tiers – Updated 12/10/15 Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA Austin, TX Charlotte, NC Columbus, OH Dallas, TX El Paso, TX Fort Worth, TX Houston, TX Indianapolis, IN Jacksonville, FL Louisville, KY Memphis, TN Nashville, TN Oklahoma City, OK Omaha, NE San Antonio, TX St. Louis, MO Tampa, FL Tulsa, OK Wichita, KS	Albuquerque, NM Arlington, TX Bakersfield, CA Cleveland, OH Colorado Springs, CO Denver, CO Detroit, MI Kansas City, MO Las Vegas, NV Miami, FL Milwaukee, WI New Orleans, LA Phoenix, AZ Raleigh, NC Tucson, AZ	Baltimore, MD Boston, MA Chicago, IL Fresno, CA Long Beach, CA Los Angeles, CA Minneapolis, MN Philadelphia, PA Portland, OR Sacramento, CA San Diego, CA Seattle, WA Virginia Beach, VA Washington, DC	New York, NY Oakland, CA San Francisco, CA San Jose, CA



Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706

Direct: 408 526 4000
FAX: 408 526 4100
www.cisco.com

8/1/2016

To Whom It May Concern:

Cisco Systems, Inc. ("Cisco") acknowledges and confirms that **ConvergeOne, Inc.** ("Reseller") is an authorized reseller of Cisco products and Cisco branded services under the NVP Data Communications Products and Service Master Agreement #AR233 (14-19) and Nevada Participating Addendum ("Prime Contract"). Such Reseller was also approved by the State to be a subcontractor under Cisco's Prime Contract.

Should you require any additional information, please feel free to contact me at 408-424-0712 or aferil@cisco.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Gigi Feril", written over a horizontal line.

Gigi Feril
Contract Manager, U.S. Public Sector Contracts Management Office

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems, Inc.
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)

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1. Scope: Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR233 for Data Communications Products and Services 2014-2019 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum" or "Contract") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by all governmental entities within the State of Nevada including all State Agencies, the University and Community College System, the Court System, Legislative Counsel Bureau, Cities, Counties, Institutions of higher education, political subdivisions and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

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

a. Political Subdivision Participation: Participation under this Contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices as set forth in the Master Agreement.

3. Participating State Modifications or Additions to Master Agreement:

a. Purchase Orders: Orders over \$5,000.00 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with the delivery terms in the Master Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all

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correspondence related to an individual order will reflect the purchase order number issued by the Nevada State Purchasing Division. Orders under \$5,000.00 may be purchased direct by the using agency.

- b. Jurisdiction and Venue:** This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.
- c. Termination of the Participating Addendum:** This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to Contractor. In the event the Contractor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, Contractor shall be entitled to payment, determined on a pro rata basis, for Services performed or Products delivered. This Participating Addendum may be canceled by the Contractor upon 60 days written notice to the State of Nevada, Purchasing Division.
- d. Services:** All **onsite** services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of a mutually agreed Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.
- e. Delivery:** For summarization purposes only, this Section outlines key points from the Master Agreement. Contractor will use commercially reasonable efforts to ship all orders designated for shipment within 30 days for all products. Shipping terms are FOB destination, shipping and handling prepaid by the Contractor. All sales are final except as provided in Contractor's Limited Warranty. Contractor only permits the return of unopened products due to Contractor's shipping or order processing error, or damage in transit. No other returns are authorized under the Master Agreement.
- f. Payment:** For summarization purposes only, this Section outlines key points from the Master Agreement. Payment is net thirty (30) days from invoice date. If, at any time, Purchaser is delinquent in payment, Contractor may, without prejudice to other rights,

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withhold shipment (including partial shipments) of any order. Any sum not paid by Purchaser when due shall bear interest until paid at a rate of 1 percent per month (12 percent per annum) or the maximum legal rate, whichever is less.

g. Evaluation Equipment: If the Contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division **prior** to the evaluation period per SAM 1511.0 (5). Final purchases of the equipment shall comply with the terms of the Master Price Agreement and Participating Addendum.

h. State of Nevada Quarterly Reporting: Contractor shall provide quarterly sales reporting in accordance with the schedule in the Master Agreement.

4. Lease Agreements:

Lease agreement terms and conditions have **not** been approved for use by Purchasing Entities under this Participating Addendum. Lease financing **may** be allowable separately under the terms and conditions of the capital lease financing arrangement with Cisco Capital, or its designated and/or approved financing partner, as negotiated and agreed to by the using entity, the State of Nevada Attorney General's Office and approval by the Board of Examiners, as applicable.

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

Contractor

Name	Cisco Systems, Inc.
Contact:	Angelene Feril
Address	170 West Tasman Drive, San Jose, CA 95134
Telephone	(408) 424-0712
Fax	(408) 608-1729
E-mail	aferil@cisco.com

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Participating Entity

Name	State of Nevada, Department of Administration, Purchasing Division
Contact:	Marti Marsh, Purchasing Officer
Address	515 E. Musser Street, #300
Telephone	(775) 684-0180
Fax	(775) 684-0188
E-mail	mmarsh@admin.nv.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*.

6. **Subcontractors:** All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Nevada, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or remote Services (i.e. maintenance and support; technical services, etc.) available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or

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through Contractor for Products or remote Services (i.e. maintenance and support; technical services, etc.) as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number AR233 and the State Contract Number 8229 must appear on every Purchase Order placed under this Participating Addendum.

8. Product & Services Offering: The full suite of Product and Service offerings available under the Master Agreement may be procured under this Participating Addendum. Product offering categories include: **Data Center Application Services, Networking Software, Network Optimization and Acceleration, Optical Networking, Routers, Security, Storage Networking, Switches, Wireless and Unified Communications.**

9. Term: The term of this Participating Addendum shall begin on the *later* of June 1, 2014, or the date of last signature below. The term shall continue for a period ending on May 31, 2019, the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever is later.

10. Notices: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Contractor to Agreement-notice@cisco.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery,

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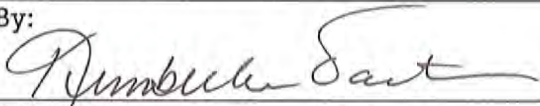
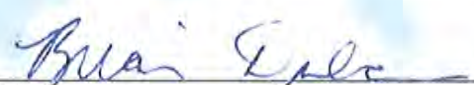
with written verification of receipt.

All communications will be sent to the addresses set forth Section 5 of this Participating Addendum (and notices to Contractor shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

11. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Cisco Systems, Inc.
By: 	By: 
Name: Kimberlee Tatter	Name: Brian Dulac
Title: Deputy Administrator	Title: Controller, Finance
Date: 5/14/14	Date: May 12, 2014

APPROVED BY LEGAL

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
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For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

WSCA-NASPO

COOPERATIVE PURCHASING ORGANIZATION

COMMUNICATIONS PRODUCTS AND SERVICES, LLC

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR233

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR**:

Cisco Systems, Inc.

Name

170 West Tasman Dr.

Address

San Jose

CA

95134

City

State

Zip

(Corporate Headquarters Address)

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Mimi Farr Phone # 408-527-2627 Fax # 408-608-1802 Email mimnguye@cisco.com
Federal Tax ID# 77-0059951 Vendor # VC0000118462 Commodity Code # 20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

Cisco is authorized to provide equipment and services in the following categories:

- 5.2.1 Data Center Application Service
- 5.2.2 Networking Software
- 5.2.3 Network Optimization and Acceleration
- 5.2.4 Optical Networking
- 5.2.5 Routers
- 5.2.6 Security
- 5.2.7 Storage Networking
- 5.2.8 Switches
- 5.2.9 Wireless
- 5.3.0 Unified Communications

3. **CONTRACT PERIOD:** Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A
4. **PRICING AS PER THE ATTACHMENT C**
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid
5. **ATTACHMENT A:** Standard Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: Product Offerings and Pricing
ATTACHMENT D: Vendors Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms

State of Utah Contract Number AR233

and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR


Contractor's Signature
Juan Pablo Brockmann
Director, Finance

Type or Print Name and Title

March 19, 2014

Date

STATE OF UTAH


Director, Div. of Purchasing & General Svs.

3/20/14
Date

APPROVED BY LEGAL



ATTACHMENT A

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions (the "Agreement" or "Master Agreement");
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

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. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. 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 WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator, which approval will not be unreasonably withheld or delayed.

Notwithstanding the foregoing, Contractor may, with prior written consent from Participating States, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as "Fulfillment Partners." Fulfillment Partners are Subcontractors who may provide products and services under this Master Agreement at the price discounts established in this Master Agreement and bill Purchasers directly for such products and services.

4. CANCELLATION The Master Agreement may be canceled by either party upon 60 days notice, in writing, 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 special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect 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 goods/services 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.

On termination, all accounts and payments will be processed according to the financial arrangements set forth herein for products delivered and/or approved services rendered to date of termination.

Rights upon Termination or Expiration

1. Upon termination or expiration of this Master Agreement or a Participating Addendum, (a) Contractor reserves the right to cease all further delivery of product or services, and (b) all outstanding invoices become due and payable within thirty (30) days of termination. If Contractor agrees to complete delivery of any further products or services due against any existing accepted Purchase Orders, then Customer shall pay for such products or services in advance within thirty (30) days.
2. Except for a termination of this Master Agreement or a Participating Addendum resulting from Customer's breach of Contractor's proprietary rights and software licensing, Confidential Information, or Export, Re-Export, Transfer and Use Controls, upon termination or expiration of this contract, Customer may continue to use, in accordance with the terms and conditions of this contract and/or the Participating Addendum, products provided to it by Contractor prior to the date of termination or expiration provided (1) payment has been made in full for such products and (2) license rights allow for such continued use.
3. In the event of any termination pursuant to this section, and unless otherwise required by law or court of competent jurisdiction, Customer shall remain obligated to comply in perpetuity with the provisions of Contractor's Software License terms, and Confidential Information.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of dealing under this Master Agreement, be exposed to or acquire information that may be deemed confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by the receiving party or its employees or agents (the "Receiving Party") in the performance of this Master Agreement, including, but not limited to, the following "Confidential Information": (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of the disclosing party (the "Disclosing Party"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by the Disclosing Party) publicly known; (b) is furnished by the Disclosing Party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in the Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from an independent source without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of either party who can be shown to have had no access to the Confidential Information.

Neither party shall disclose the Confidential Information to any third party, except that the receiving party may disclose Confidential Information to its employees, subcontractors, or Affiliates' employees and subcontractors only: (a) on a "need to know" basis, (b) consistent with the objectives of this Master Agreement, and (c) pursuant to separate written non-disclosure terms that contractually obligate such employees and subcontractors to maintain the confidentiality of the Confidential Information.

Notwithstanding termination of this Master Agreement as described herein, the obligations of the Receiving Party with respect to Confidential Information received prior to termination shall continue for three (3) years from the date the Confidential Information was received.

Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Contractor.

5.2 Non-Disclosure. The Receiving Party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to 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 the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Receiving Party shall use commercially reasonable efforts to assist the Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall advise the Disclosing Party immediately if the Receiving Party 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 the Receiving Party shall at its expense cooperate with the Disclosing Party in seeking injunctive or other equitable relief in the name of the Disclosing Party against any such person. Except as directed by the Disclosing Party, the Receiving Party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the Disclosing Party's request, the Receiving Party shall turn over to the Disclosing Party all documents, papers, and other matter in the Receiving Party's possession that embody Confidential Information. Notwithstanding the foregoing, the Receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury to the Disclosing Party that is inadequately compensable in damages. Accordingly, the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Receiving Party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. 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. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

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

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. 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
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the non-defaulting party shall issue a written notice of default, identifying the nature of the default, and providing a period of 60 calendar days in which the defaulting party shall have an opportunity to cure the default. The non-defaulting party 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 non-defaulting party, 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 the defaulting party's liability for damages, to the extent provided for under this Master Agreement.

Participating Addendum: If either party to a Participating Addendum (including the Lead State when acting in its sovereign capacity under this Master Agreement) materially breaches any of the provisions of a Participating Addendum, the non-breaching party may terminate the Participating Addendum as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being

cured, and (b) thirty (30) calendar days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) calendar day period. Notwithstanding the foregoing, a Participating Addendum may be terminated immediately by Contractor for cause in the event of Purchaser's breach of the provisions relating to Software License or Confidential Information.

The cure periods stated in the above paragraphs shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

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:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Suspend Contractor from receiving future bid solicitations; and
- iv. Suspend Contractor's performance; and
- v. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity 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.

8. DELIVERY

8.1 After receipt and acceptance by Contractor of Customer's Order(s), Contractor will use commercially reasonable efforts to ship all direct orders designated for shipment to U.S. locations within thirty (30) days for all products. Please note that the following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Contractor's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Contractor, (iii) end-of-life products where the termination of the product has been announced by Contractor, (iv) products which have been line-stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (v) situations where government rated orders create delays in lead-times.

Notwithstanding the foregoing, at any time when Customer states "expedite" on an order or otherwise communicates to Contractor that an order is to be expedited, Contractor shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

8.2 Contractor will communicate scheduled shipping dates in the order acknowledgement and/or on www.cisco.com within three (3) business days after receipt of an electronic order on www.cisco.com, provided, however, that in the event such notification is not received in this time period, Customer shall notify Contractor of the non-receipt, and Contractor's sole obligation with respect to such non-receipt shall be to promptly provide the information to the Customer after such notification.

8.3 If Contractor has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Contractor for reasons caused by Contractor, Contractor shall use commercially reasonable efforts to promptly provide additional information to Customer including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good faith to resolve any ordering issues pursuant to the order escalation process.

8.4 Shipping terms are FOB destination, shipping and handling prepaid by Contractor. The method of shipment shall be consistent with the nature of the products and hazards of transportation. Title and risk of loss shall pass to Customer upon delivery.

8.5 If Customer requests delivery of products to Customer's forwarding agent or other representative, Customer assumes responsibility for compliance with applicable export laws and regulations.

8.6 Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay. Contractor shall not have any liability in connection with product shipment other than as set forth in this Section.

All sales are final. Except as provided in Contractor's Limited Warranty, Contractor only permits the return of un-opened products due to Contractor's shipping or order processing error, or damage in transit. No other returns are authorized under this Master Agreement. Warranty returns will not be subject to any restocking charges.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by including, but not limited to, fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

The obligations and rights of the excused party shall be extended on a day-by-day basis for the time period equal to the period of the excusable delay. When payments are delayed solely due to a force majeure event, late fees with respect to such payment will not accrue during the period of such force majeure event.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION

Each party to this Agreement shall defend, indemnify, and hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), including without limitation those based on contract or tort, arising out of or in connection with a claim, suit, or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of the indemnifying party or its subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them. In the event that the indemnified party's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the indemnifying party hereunder, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the indemnifying party, and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them, and the liability of the indemnifying party shall be proportionately reduced.

The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit, or proceeding for which the indemnifying party is obligated under this Subsection, cooperating with, assisting, and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit, or proceeding; provided that any such settlement or compromise includes a release of the indemnified party from all liability arising out of such claim, suit or proceeding.

12. INDEMNIFICATION – INTELLECTUAL PROPERTY

12.1 Contractor will have the obligation to defend any claim, action, suit, or proceeding ("IPR Claim") brought against Purchaser so far as it is based on a claim that any product supplied under this Master Agreement infringes Third Party IPR (as defined below). Contractor will indemnify Purchaser against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such an IPR Claim.

Contractor's obligations to defend the IPR Claim and indemnify the Purchaser are conditional upon:

- 12.1.1 Purchaser notifying Contractor promptly in writing of the IPR Claim or threat thereof;
 - 12.1.2 Purchaser giving Contractor full and exclusive authority for the conduct of the defense and settlement of the IPR Claim and any subsequent appeal; and
 - 12.1.3 Purchaser giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.
- 12.2 For the purposes of this Master Agreement, "Third Party IPR" means a United States copyright existing as at the date of order or a United States patent issued as at the date of order.
- 12.3 If an IPR Claim has been made, or in Contractor's reasonable opinion is likely to be commenced, Purchaser agrees to permit Contractor, at its option and expense, either to: (a) procure for Purchaser the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under this Master Agreement with regard to the product, in which case Purchaser will return the product to Contractor and Contractor will refund to Purchaser the price originally paid by Purchaser to Contractor for the product, as depreciated or amortized by an equal annual amount over three (3) years from date of original shipment.
- 12.4 Notwithstanding the foregoing, Contractor has no liability for, and Purchaser will defend and indemnify Contractor against, any IPR Claim arising from:
- 12.4.1 the combination, operation, or use of a product supplied under this Master Agreement with any product, device, or software not supplied by Contractor;
 - 12.4.2 a Claim that asserts damages based upon the amount or duration of use which Purchaser makes of the product, revenue earned by Purchaser from services it provides which utilize the product, or services offered by Purchaser to external or internal customers;
 - 12.4.3 the alteration or modification of any product supplied under this Master Agreement from and after the date such product is so supplied and such alteration or modification is not made by Contractor;
 - 12.4.4 Contractor's compliance with Purchaser's designs, specifications, or instructions; or
 - 12.4.5 Purchaser's use of the product after Contractor has informed Purchaser of modifications or changes in the product required to avoid such an IPR Claim if the alleged infringement would have been avoided by implementation of Contractor's recommended modifications or changes.

THIS SECTION STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF PURCHASER, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS INDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO PURCHASER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND CONTRACTOR DISCLAIMS, ALL WARRANTIES, CONDITIONS, AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PRODUCT.

Limitation of Liability. Except for those obligations under Intellectual Property Infringement, General Indemnity, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to Three Million Dollars (\$3,000,000). This limitation of liability is cumulative and not per incident.

Waiver of Consequential and Other Damages. In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of

Purchaser data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating 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 to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE 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 the Participating Entity'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 Entity's option, result in termination of its Participating Addendum.

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

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, but only to the extent of liabilities falling within Contractor's indemnity obligations pursuant to the terms of this Master Agreement, and (ii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after 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 State's sole option, result in this Master Agreement's termination. In addition, should any of the required insurance be cancelled or non-renewed, Contractor shall immediately replace such insurance and provide to Participating Entity a certificate of insurance evidencing the replacement insurance.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY

- 17.1 License. Conditioned upon compliance with the terms and conditions of the license granted herein or as represented in Contractor's End User License Agreement, Contractor grants to

Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees, subject to the terms herein and Exhibit 1, End User License Agreement.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or that number of agent(s), concurrent users, sessions, IP addresses, port(s), seat(s), server(s), or site(s), as set forth in the applicable Purchase Order which has been accepted by Contractor and for which Customer has paid to Contractor the required license fee.

Unless otherwise expressly provided in the documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Contractor equipment) for communication with Contractor equipment owned or leased by Customer and used for Customer's internal business purposes. For evaluation or beta copies for which Contractor does not charge a license fee, the above requirement to pay license fees does not apply.

17.2 General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Contractor retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Contractor, its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, Customer shall have no right, and Customer specifically agrees not to:

- 17.2.1 transfer, assign or sublicense its license rights to any other person or entity, or use the Software on unauthorized or secondhand Contractor equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense, or use shall be void;
- 17.2.2 except as approved in writing by Contractor, make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- 17.2.3 reverse engineer or decompile, decrypt, disassemble, or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- 17.2.4 use or permit the software (other than embedded in the product) to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Contractor; or
- 17.2.5 except and to the extent expressly required by a Participating State's applicable records laws or final court order (provided that the Participating State provides: (1) prior written notice to Contractor of such obligation and (2) the opportunity to oppose such disclosure, provision, or otherwise making available), disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Contractor. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Customer's written request, Contractor shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Contractor's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Contractor makes such information available.

17.3 Software, upgrades/updates, and additional copies.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS MASTER AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR

UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CONTRACTOR EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

17.4 Proprietary Notices. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Contractor.

17.5 Term and Termination of License. This license granted herein shall remain effective until terminated. Customer may terminate the license at any time by destroying all copies of Software and any Documentation except as to the minimum number of copies required by law to keep for archival records purposes only. Customer's rights under this license will terminate immediately if Customer fails to comply with any material provision of this license and Contractor will give Customer notice of such non-compliance. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control.

17.6 Customer Records. Customer grants to Contractor and its independent accountants the right to examine Customer's books, records, and accounts during Customer's normal business hours to verify compliance with this license. In the event such audit discloses non-compliance with this license, Customer shall promptly pay to Contractor the appropriate license fees, plus the reasonable cost of conducting the audit. In all other circumstances, the audit fees shall be paid by Contractor.

18. 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 or a Participating Entity, be a waiver by the Participating Entity 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.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress 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.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence. Any such information will be per Contractor's existing free form structure, without customization. The purchase order numbers reflect Contractor's Fulfillment Partner purchase order numbers; however, Contractor will request that its Fulfillment Partners use reasonable efforts to provide the Customer purchase order number in the free form notes.

ORDERS. Notwithstanding anything contained in the Master Agreement to the contrary:

1. Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasers shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. Purchaser shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total

purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

2. Any contingencies on Purchaser's Purchase Orders are not binding upon Contractor. The terms and conditions of this Master Agreement and applicable Participating Addendum prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from Purchaser to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Contractor has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order, Order, or Order Document containing such terms shall not constitute such express consent.
3. All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) business days, if orders are placed electronically.
4. Purchaser may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by Purchaser less than ten (10) days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Customer may cancel the order without charge.
5. Services. Purchaser may place Purchase Orders for the various services offered by Contractor. The provision of any such services, if accepted by Contractor, shall be subject to the terms and conditions set forth in this Agreement, including the Master Services Agreement attached hereto as Exhibit 2, as well as the then-current terms of service offerings set forth on Contractor's website at <http://www.cisco.com/legal/services.html>. Contractor reserves the right to subcontract services to a third party maintenance organization to provision services for Purchaser.
6. All stated prices are exclusive of any taxes, fees, and duties or other similar amounts, however designated, and including without limitation value added, sales and withholding taxes which are levied or based upon such prices, charges, or upon this Master Agreement. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired under this Master Agreement, or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchaser is exempt from property and sales taxes, it will not be charged same.
7. Notwithstanding anything contained in the Master Agreement to the contrary, modifications which Contractor deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the product non-infringing with respect to any patent, copyright, or other proprietary interest, or to otherwise improve the product may be made at any time by Contractor without prior notice to or consent of Purchaser or WSCA, and such altered product shall be deemed fully conforming. Contractor shall employ commercially reasonable efforts to announce, including by electronic posting, product discontinuance or changes other than those set forth in the previous sentence in accordance with Contractor's End-of-Life Policy, which is found at the following URL: <http://www.cisco.com/c/en/us/products/eos-eol-policy.html>. Purchaser may make a last-time purchase of such products as set forth in such policy.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium 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 organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive. Purchaser under a *Participating Addendum* shall have no liability to Contractor beyond funds that are appropriated and made available to the Purchaser by the applicable legislative body. If sufficient funds are not appropriated by legislative action to a Purchaser as to any future period, Purchaser may terminate its Order(s) prospectively as to such future performance impacted by and to the extent of non-appropriation, or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser shall notify Contractor in writing of such non-appropriation within thirty (30) calendar days of final legislative action.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other 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.

22. PAYMENT

Upon and subject to credit approval by Contractor, payment is net thirty (30) days from invoice date. Invoices for products ordered without implementation services shall be rendered by Contractor on or after the date of delivery of such products to the Purchaser. If, at any time, Purchaser is delinquent in payment, or is otherwise in breach of this contract, Contractor may, without prejudice to other rights, withhold shipment (including partial shipments) of any order or require Purchaser to prepay for further shipments. Any sum not paid by Purchaser when due shall bear interest until paid at a rate of 1 percent per month (12 percent per annum) or the maximum legal rate, whichever is less. Purchaser grants Contractor a security interest in products purchased under this contract to secure payment for those products purchased which security interest shall expire upon full payment in accordance with the terms. If requested by Contractor, Purchaser agrees to execute financing statements to perfect this security interest. Payments may be made via a State or political subdivision "Purchasing Card" to Fulfillment Partners under this contract.

Where permitted by the law of the Participating State/Entity, lease financing is an allowable payment option under the resulting contract. The terms and conditions of the capital lease financing arrangement with Cisco Capital, or its designated and/or approved financing partner, will be set forth between the purchaser and Cisco Capital or its designated and/or approved financing partner.

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

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or require the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be 1) with at least ten (10) business days advance written notice, during normal business hours, 2) shall not unduly interrupt or interfere with Contractor's normal business operations, and 3) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administrative fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE Purchaser has thirty (30) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Purchaser shall notify Contractor. At Contractor's option, Contractor shall 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). After such Acceptance Period the Products shall be deemed accepted.

27. Section Intentionally Left Blank.

28. TITLE OF PRODUCT Title and risk of loss shall pass to Purchaser upon delivery. Any transfers of Embedded Software shall be per Contractor's then-current Transfer and Re-Licensing Policy.

29. WAIVER OF BREACH Failure of Lead State or Participating 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 or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements 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 or Participating Addendum.

30. WARRANTY

All products are sold with Contractor's standard limited warranty listed below:

- 30.1 **Hardware**. Contractor warrants that from the date of shipment by Contractor to Customer, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the product, the Hardware will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the product. Customer's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price, if the Hardware is returned to the party supplying it to Customer, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in Hardware repair, may be new or equivalent to

new. Contractor's obligations hereunder are conditioned upon the return of affected products, in accordance with Contractor's then-current Return Material Authorization (RMA) procedures.

- 30.2 **Software.** Contractor warrants that from the date of delivery by Contractor to Customer (but in case of resale by a Contractor reseller, commencing not more than ninety (90) days after original shipment by Contractor), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the product (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (b) the Software substantially conforms to its published specifications. The date of shipment of a product by Contractor is set forth on the packaging material in which the product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Contractor. In no event does Contractor warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.
- 30.3 **Restrictions.** This warranty does not apply if the product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing, or demonstration purposes for which Contractor does not receive a payment of purchase price or license fee.
- 30.4 **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. This disclaimer shall apply even if the above-stated warranty fails of its essential purpose.

The above warranty does not apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Contractor does not receive a license fee. All such software is provided AS IS without any warranty whatsoever.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity 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 Entity'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 Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity'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 subcontractor for the purpose of carrying out the subcontractor's obligations to

the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

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

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement – means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

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

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms

Customer - see "Purchaser" or "Participating Entity."

Documentation – means user manuals, training materials, product descriptions and specifications, technical manuals, license agreements, supporting materials, and other information relating to Products or Advanced Services offered by Contractor, whether distributed in print, electronic, CD-ROM, or video format.

Effective Date – means June 1, 2014.

Fulfillment Partner (also referred to as "Reseller" or "Authorized Reseller") - means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Products and Services under this Master Agreement and billing Purchasers directly for such Products and Services. Contractor may, upon written

notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Participating State – see “Participating Entity.”

Purchaser - (also referred to as “Customer”) means: (a) the Lead State, (b) any office, department, commission, council, board, committee, institution, legislative body, agency, public authority, public benefit corporation, other government corporation, or public educational institution of a Participating State or a Local Public Body within such Participating State, provided that such entity is authorized, under applicable laws, rules and/or regulations of the Participating State, (i) to purchase Product(s) and Services pursuant to this Master Agreement solely by execution of the applicable Participating Addendum, and (ii) to legally bind such body to the terms of such agreement solely by the issuance of a Purchase Order, Order, or Order Document in accordance with and pursuant to this Master Agreement, and (iii) has been authorized by the WSCA Contract Manager and Contractor to participate under this Master Agreement.

Purchase Order – see “Order.”

Services - “Services” means those services within the scope of this Master Agreement, to include the attached Master Services Agreement, and listed on Contractor’s then-current Global Price List, including consulting, training, installation and maintenance services, and/or other services related to the products being acquired and further described at cisco.com and which are subject to the terms of service set forth in the SOW Terms and Conditions.

(Revised March 2013)



Exhibit 1 — Additional Vendor Terms and Conditions

End User License Agreement (EULA)

Cisco Systems, Inc. or its affiliate licensing the software ("Cisco") is willing to license this software to you only upon the condition that you purchased the software from an approved source and that you accept all of the terms contained in this end-user license agreement plus any additional limitations on the license set forth in a supplemental license agreement accompanying the product, available at the time of your order, or posted on the Cisco website at www.cisco.com/go/terms (collectively, the "agreement"). To the extent of any conflict between the terms of this end-user license agreement and any supplemental license agreement, the supplemental license agreement shall apply. By downloading, installing, or using the software, you are representing that you purchased the software from an approved source and binding yourself to the agreement. If you do not agree to all of the terms of the agreement, then Cisco is unwilling to license the software to you and (a) you may not download, install, or use the software, and (b) you may return the software (including any unopened cd package and any written materials) for a full refund, or (c), if the software and written materials are supplied as part of another product, you may return the entire product for a full refund. Your right to return and refund expires 30 days after purchase from an approved source, and applies only if you are the original and registered end user purchaser. For the purposes of this end-user license agreement, an "approved source" means (a) Cisco; or (b) a distributor or systems integrator authorized by Cisco to distribute/sell Cisco equipment, software, and services within your territory to end users; or (c) a reseller authorized by any such distributor or systems integrator in accordance with the terms of the distributor's agreement with Cisco to distribute/sell the Cisco equipment software and services within your territory to end users.

Please note that the remaining license terms are addressed in the WSCA – NASPO Master Agreement Terms and Conditions.

Exhibit 2 — Additional Vendor Terms and Conditions

Master Services Agreement

This Master Services Agreement governs all Orders for Services placed under the WSCA NASPO Master Agreement Terms and Conditions ("WSCA Master Agreement").

This Agreement is entered into between Cisco Systems, Inc. ("Cisco"), a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 and the WSCA-NASPO Cooperative Purchasing Organization LLC ("WSCA"), on behalf of their Public Sector Customers formed under the laws of United States ("Customer") having its principal place of business at State of Utah, Division of Purchasing and General Services, State Office Building, Capitol Hill, Room 3150, Salt Lake City, UT 84114-1061, United States, and is entered into as June 1, 2014.

This Master Services Agreement consists of (i) the Master Services Agreement Terms and Conditions (including the Exhibits), (ii) incorporated Sections from the WSCA NASPO Terms and Conditions and (iii) the Services Descriptions of the Services at cisco.com that the WSCA Customer may elect to purchase, which are incorporated in this Agreement by this reference.

Master Services Agreement - Terms and Conditions

1. **Definitions** are those set out in the Exhibit A, Glossary of Terms at the end of the Agreement.
2. **Scope.** This Agreement describes the terms and conditions for Purchases by Customer of Services,. Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted, and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.
3. **Orders.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
4. **Pricing.** For Direct Purchases, and subsequent Equipment List renewals, prices for Services shall be (a) those specified in Cisco's then-current Price List less any applicable contract discount in effect under the WSCA Master Agreement at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfillment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees, and duties or other amounts in accordance with the WSCA Master Agreement. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non-contract service rates.

Subject to the price discount floor established by Cisco under the WSCA Master Agreement, for Indirect Purchases, Fulfillment Partners are free to determine their resale prices unilaterally. Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services.
5. **Payment.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
6. **Invoicing.** Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.
7. **Term and Termination.**

- (a) The term of any service order shall commence on the Effective Date of the Order and shall continue for a period of one (1) year, or such other multi-year period as set forth in the purchase order or SOW. Such term will be renewed automatically for successive one (1) year terms unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.
- (b) The term of an Equipment List shall commence on the date set forth on such.
- (c) Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance by Cisco. The term of an Equipment List shall be for a period of one (1) year and shall be renewed automatically for successive one (1) year terms, unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current one (1) year term.
- (d) The term of each SOW shall be stated in the SOW.

This Master Service Agreement may be terminated in accordance on the same terms as set forth in the WSCA Master Agreement. Any Equipment List or SOW may be terminated immediately by either party upon written notice.

If Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, Cisco may withhold the provision of Services until all amounts past due are paid in full, and/or terminate immediately this Agreement, any Equipment List, and SOW.

- (e) Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon ninety (90) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one (1) year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.
- (f) Each Equipment List and SOW hereunder shall terminate immediately upon termination of the Agreement.
- (g) Upon termination of the Agreement, any Equipment List, or SOWs, Customer shall pay Cisco for all work performed under the affected Equipment Lists or SOWs up to the effective date of termination at the agreed-upon prices, fees, and expense reimbursement rates.
- (h) Firm orders for services under this Master Services Agreement placed and accepted prior to expiration of the contract term, (even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein, and shall not otherwise constitute an extension of the Master Services Agreement.

Additional terms governing Term and Termination are covered in the WSCA NASPO Terms and Conditions.

- 8. Confidentiality.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
- 9. Warranty.** All services provided hereunder shall be performed in a workmanlike manner in accordance with industry standards expected of a company providing professional services in the networking industry. Except as specified in this section, Cisco hereby disclaims and customer waives all representations, conditions, and warranties (whether express, implied, or statutory), including without limitation, any warranty or condition (a) of merchantability, fitness for a particular purpose, non-infringement, title, satisfactory quality, accuracy, (b) arising from any course of dealing, course of performance, or usage in the industry. To the extent an implied warranty cannot be disclaimed, such warranty is limited in duration to the applicable express warranty period. Customer's sole and

exclusive remedy for breach of warranty shall be, at Cisco's option, re-performance of the services; or termination of this agreement or the applicable equipment list or SOW and return of the portion of the service fees paid to Cisco by customer for such non-conforming services.

- 10. Limitation of Liability and Consequential Damages Waiver.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
- 11. License.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
- 12. Ownership.** Cisco shall at all times retain all right, title, and interest in and to all pre-existing Intellectual Property owned by Cisco as of the Effective Date and all Intellectual Property in and to the Services, Cisco Products, Deliverables, and Data Collection Tools or other Intellectual Property provided or developed by Cisco or a third party on Cisco's behalf thereafter. Customer shall at all times retain all right, title, and interest in and to all pre-existing Intellectual Property owned by Customer as of the Effective Date and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter without the benefit of any of Cisco's Intellectual Property. Third Party Products shall at all times be owned by the applicable third party.
- 13. Force Majeure.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
- 14. Applicable law and Jurisdiction.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
- 15. Export Control.** Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and technology and will obtain all required U.S. and local authorizations, permits, or licenses. Information regarding compliance with U.S. use, export, re-export, and transfer laws may be found at: http://www.cisco.com/www/export/compliance_provision.html.
- 16. Assignment.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
- 17. Subcontracting.** Cisco reserves the right to subcontract Services to a third party organization including Fulfillment Partners or Servicing Subcontractors (as defined in the WSCA Master Agreement) to provide Services to Customer; provided that invoicing and/or payments will only be handled by and through Cisco and its authorized Fulfillment Partners. Any such subcontract shall not relieve Cisco of any of its obligations under this Agreement.

If Contractor or its Fulfillment Partners are using servicing subcontractors for the performance of local marketing, maintenance, and/or technical support services in accordance with the terms and conditions of this Contract, servicing subcontractors may not directly accept purchase orders or payments for products or services from Purchasers under the terms and conditions of the contract. Only Contractor or Fulfillment Partners authorized by Cisco may directly accept purchase orders, invoice, or receive payments for products or services under the terms and conditions of the contract. The authorized Purchaser has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.
- 18. Inventory Review.** From time-to-time Cisco may perform an inventory review of Customer's installed base and review serial numbers and other records (upon reasonable advance notice) to validate entitlement. Cisco will charge a Service fee if it finds that unauthorized Services are being provided. This Service fee includes amounts which should have been paid, interest, and attorneys' and audit fees. Attorneys' and audit fees will only be payable by the customer where the discrepancy exceeds 5 percent of the amount otherwise due and payable. Cisco requires that Customer take all necessary action (for example, disabling passwords) to ensure that any former employees and contractors do not access or use the Service.
- 19. Notices.** Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven (7) days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six [6]

days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph. Notwithstanding the above, notices regarding general changes in pricing, policies, or programs may also be by posting on Cisco.com or by email or fax.

20. **Entire Agreement.** This Master Services Agreement, in addition to the general provisions of the WSCA Master Agreement pertinent to Services, is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, except as agreed between the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.
21. **No Waiver.** The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
22. **Severability.** In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate this Agreement by written notice with immediate effect to the other.
23. **Attorneys' Fees.** In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, incurred in connection with the suit or proceeding, including costs, fees, and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive expiration or termination and shall not be merged into any such judgment unless the judgment expressly precludes survivability.
24. **No Agency.** This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
25. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. A validly executed counterpart that is delivered by one party to the other via electronic transmission (a "Counterpart Image") shall be valid and binding to the same extent as one delivered physically, provided that the valid signature is clearly visible in the Counterpart Image. In the event that a party delivers a Counterpart Image in place of an originally-executed counterpart, such party shall retain the originally-executed counterpart in its files for at least the duration of the Term hereof.
26. **Headings.** Headings of sections have been added solely for convenience of reference and shall not be deemed part of this Agreement.
27. **Survival.** Sections 5 (Payment), 7 (Term and Termination), 8 (Confidentiality), 9 (Warranty), 10 (Limitation of Liability and Consequential Damages Waiver), 11 (License), 12 (Ownership), 13 (Force Majeure), 14 (Applicable Law and Jurisdiction), 15 (Export Control), Section 18 (Inventory Review), 19 (Notices), 20 (Entire Agreement), 21 (No Waiver), 22 (Severability), 23 (Attorneys' Fees), 24 (No Agency), 27 (Survival), and the Glossary of Terms shall survive the termination or expiration of this Agreement.

Exhibit A Glossary of Terms

In addition to the Definitions set forth in the WSCA Master Agreement, the following definitions shall apply to this Services Agreement:

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes otherwise within the scope of the WSCA Master Agreement.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the proactive Services within the scope of the WSCA Master Agreement, and as set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> throughout the term of the agreement and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as SMARTnet or Software Application Services, nor does it apply to the purchase, support, or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List and within the scope of the WSCA Master Agreement, that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco.com (<http://www.cisco.com>) is the Cisco website for its suite of online services and information.

Confidential Information means proprietary and confidential Information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, Customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer as defined in the WSCA Master Agreement means the entity purchasing Services for its own internal use either directly or through a Fulfilment Partner.

Data Collection Tools means Hardware or Software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report-generation capabilities.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable means, with respect to each SOW, the items specified as deliverables in the SOW.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000, and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Documentation is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials, and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM, or video format.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

- (i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- (ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Fulfilment Partner means a system integrator, distributor or reseller authorized by Cisco to sell Services under the WSCA Master Agreement in a Participating State.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Indirect Purchases means purchases of Services by Customer through a Fulfilment Partner.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication, and diagnosis of Internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single Network Operations Center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core, and Cisco security devices including, but not limited to, Firewall, IDS, and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Participating State means a member of WSCA authorized under state law to participate under this Agreement who subsequently executes a Participating Addendum, or any other state or Local Public Body authorized by the WSCA Contract Manager and Cisco to be a party to the resulting Agreement who subsequently executes a Participating Addendum.

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means both Cisco Hardware and/or Software which are generally available.

Purchase Order or P.O. means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

RMA means Return Material Authorization.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: <http://www.cisco.com/go/servicedescriptions>.

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated in the MSA by reference.

Software means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

Statement of Work (SOW) means the documents agreed upon by the parties that define Services and deliverables to be provided.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at <http://www.cisco.com/go/servicedescriptions>.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party Hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation.
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- (i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.

- (ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases, and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

WSCA shall mean the WSCA NASPO Contracting Alliance (WSCA). WSCA is a cooperative group contracting consortium for state government departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.). Rights and obligations under this contract are limited to those Participating States who execute a Participating Addendum with Cisco.

"WSCA Contract Manager" or "Contract Manager" shall mean the individual state member designated as the contract manager by WSCA, currently the State of Utah, as responsible for the legal maintenance and administration of the WSCA Master Agreement, notices, reports, and any other pertinent documentation or information.

"WSCA Master Agreement" (also referred to as "Agreement" or "Contract") shall mean the underlying purchasing agreement executed by and between WSCA-NASPO Cooperative Purchasing Organization LLC ("State"), and Cisco, as now or hereafter amended.

ATTACHMENT B – Scope of Work

The following categories are authorized under this contract:

5.2.1 DATA CENTER APPLICATION SERVICES — Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

5.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

5.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

5.2.2 NETWORKING SOFTWARE — Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies

5.2.2.1 Network Management and Automation — Software products and solutions for data center automation, cloud computing, and IT systems management.

5.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

5.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

5.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, WAN performance monitoring.

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION — Devices and tools for increasing data-transfer efficiencies across wide-area networks.

5.2.3.1 Dynamic Load Balancing — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

5.2.3.2 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration

- Data Compression

- SSL encryption/decryption for acceleration (Optional)

- Layer 4-7 visibility

- Application Specific optimization

5.2.3.3 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

5.2.4 OPTICAL NETWORKING — High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

5.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

5.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

5.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

5.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

5.2.5 ROUTERS — A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

5.2.5.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

5.2.5.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

5.2.5.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

5.2.5.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

5.2.5.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

5.2.6 SECURITY

5.2.6.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

5.2.6.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration

- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.

- Application awareness, full stack visibility and granular control

- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.

- Upgrade path to include future information feeds and security threats

- SSL decryption to enable identifying undesirable encrypted applications (Optional)

5.2.6.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

5.2.6.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

5.2.6.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

5.2.6.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.

5.2.6.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access

- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

5.2.7 STORAGE NETWORKING — High-speed network of shared storage devices connecting different types of storage devices with data servers.

5.2.7.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

5.2.7.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

5.2.7.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

5.2.7.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

5.2.8 SWITCHES — Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

5.2.8.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

Security

- i. SSHv2 (Secure Shell Version 2)
- ii. 802.1X (Port Based Network Access Control)
- iii. Port Security
- iv. DHCP (Dynamic Host Configuration Protocol) Snooping

VLANs

Fast Ethernet/Gigabit Ethernet

PoE (Power over Ethernet)

link aggregation

10 Gb support

Port mirroring

Span Taps

Support of IPv6 and IPv4

Standards-based rapid spanning tree
Netflow Support (Optional).

5.2.8.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

High bandwidth
Low latency
Hot swappable power supplies and fans

- Security
 - SSHv2
 - MacSec encryption
 - Role-Based Access Control Lists (ACL)

Support of IPv6 and IPv4
1/10/40/100 Gbps support
IGP (Interior Gateway Protocol) routing
EGP (Exterior Gateway Protocol) routing
VPLS (Virtual Private LAN Service) Support
VRRP (Virtual Router Redundancy Protocol) Support
Netflow Support.

5.2.8.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

High bandwidth
Low latency
Hot swappable power supplies and fans
Security (SSHv2 and/or 802.1X)
Support of IPv6 and IPv4
Jumbo Frames Support
Dynamic Trunking Protocol (DTP)
Per-VLAN Rapid Spanning Tree (PVRST+)
Switch-port auto recovery
NetFlow Support or equivalent

5.2.8.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs), all at Gigabit and 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

High bandwidth
Low latency
Hot swappable power supplies and fans

- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

5.2.8.5 Software Defined Networks (SDN) - Virtualized Switches and Routers —

Technology utilized to support software manipulation of hardware for specific use cases.

5.2.8.6 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

5.2.8.7 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers
- Capabilities should include:
 - Redundant Processors
 - Redundant Power
 - IPv4 and IPv6 unicast and multicast
 - High bandwidth
 - Low latency
 - Hot swappable power supplies and fans
 - MPLS (Multiprotocol Label Switching)
 - BGP (Border Gateway Protocol)
 - Software router virtualization and/or multiple routing tables
 - Policy based routing
- Layer 2 functionality
 - Per VLAN Spanning Tree
 - Rapid Spanning Tree
 - VLAN IDs up to 4096
 - Layer 2 Class of Service (IEEE 802.1p)
 - Link Aggregation Control Protocol (LACP)

QinQ (IEEE 802.1ad)

5.2.8.8 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

5.2.9 WIRELESS — Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

5.2.9.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

5.2.9.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

5.2.9.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

5.2.9.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

5.2.9.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

5.2.9.6 Bring Your Own Device (BYOD) — Mobile Data Management (MDM) technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints
- Centralized Management
- Provide basic hunt group and call queuing capabilities
- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone)
- E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone
- Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

- Attendant Consoles
- IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to “dial in” and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

- a. Access control systems
- b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
- c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage
- d. Building and energy controls

5.3.1 SERVICES — For each Category above (5.21-5.30), the following services should be available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 Professional Services

Deployment Services

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

5.3.1.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

5.3.1.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

STATE OF UTAH CONTRACT NUMBER – AR233

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: Cisco Systems, Inc.

RFP Product Categories:

Minimum Discount Percentage:

5.2.1 DATA CENTER APPLICATION SERVICES

Discount % __35.00__

5.2.2 NETWORKING SOFTWARE

Discount % __35.00__

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION

Discount % __35.00__

5.2.4 OPTICAL NETWORKING

Discount % __35.00__

5.2.5 ROUTERS

Discount % __35.00__

5.2.6 SECURITY

Discount % __35.00__

5.2.7 STORAGE NETWORKING

Discount % __35.00__

5.2.8 SWITCHES

Discount % __35.00__

5.2.9 WIRELESS

Discount % __35.00__

5.3.0 UNIFIED COMMUNICATIONS (UC)

Discount % __35.00__

WARRANTY: See Section 30 of the WSCA-NASPO/Cisco Master Agreement.

CAPITAL LEASE FINANCING: Allowed under and subject to Section 22 of the WSCA-NASPO Master Agreement.

5.3.1 SERVICES

For RFP evaluation purposes, vendors must provide not to exceed post sale on site service and consulting rates that are fully loaded (inclusive of travel, lodging, and meals) for each service category below. Remote access rates for non-warranty and consultation services must be expressed as a separate net hourly labor rate.

Definition of Onsite: Customer premise.

Definition of Remote: Vendor premise.

Maintenance Services

Onsite Hourly Rate \$ NTE 600.00

Remote Hourly Rate \$ NTE 525.00

Professional Services - Deployment Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Consulting/Advisory Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Architectural Design Services

Onsite Hourly Rate \$ NTE 743.17

Remote Hourly Rate \$ NTE 661.17

Statement of Work Services

Onsite Hourly Rate \$ [NTE 743.17](#)

Remote Hourly Rate \$ [NTE 661.17](#)

Partner Services

Onsite Hourly Rate \$ [NTE 600.00](#)

Remote Hourly Rate \$ [NTE 525.00](#)

Training Deployment Services

Onsite Hourly Rate \$ [NTE 600.00](#)

Remote Hourly Rate \$ [NTE 525.00](#)

In addition to the above, Cisco, through applicable [Authorized Resellers](#), is pleased to offer hosted service offerings for certain technology categories listed [above](#) (at Cisco's discretion). These hosted offerings provide WSCA-NASPO customers with an alternative way to consume the technology to best meet their needs and provide flexible payment models. These models may be well suited for customers that have limited technical staff for technology deployment and ongoing administration.

The hosted service offerings are based on Cisco [validated](#) architectures and delivered through carefully vetted and approved [Authorized Resellers](#). Due to the unique requirements of each customer, Cisco and the approved [Authorized Resellers](#) can work with the customer to understand their unique requirements and deploy hosted offerings to best meet their needs. Additional contractual terms and conditions specific to the hosted solutions may be required.

Current Cisco Systems, Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

[**VENDOR PRICING SHEETS CLICK HERE**](#)

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contact price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the State of Utah WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.15 Usage Reporting Requirement

All Data Communication Provider's will be required to provide quarterly usage reports to the WSCA-NASPO Contract Administrator or designee. The initiation and submission of the quarterly reports are the responsibility of the Data Communication Contract Provider. You are responsible to collect and report all sales data including your resellers and partners sales associated with your Master Agreement. There will be no prompting or notification provided by the WSCA-NASPO Contract Administrator. The quarterly usage reports are due as follows:

Quarter #1:	July 1 through September 30, due annually by November 30.
Quarter #2:	October 1 through December 31, due annually by February 28.
Quarter #3:	January 1 through March 31, due annually by May 31.
Quarter #4:	April 1 through June 30, due annually by August 31.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the

WSCANASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee. The WSCA-NASPO quarterly administrative fee will be submitted along with the quarterly usage reports as set forth below:

Quarter #1:	July 1 through September 30, due annually by November 30.
Quarter #2:	October 1 through December 31, due annually by February 28.
Quarter #3:	January 1 through March 31, due annually by May 31.
Quarter #4:	April 1 through June 30, due annually by August 31.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis. The State of Utah WSCA-NASPO Contract Administrator must also be notified and will review and approve the addition before the purchase is finalized by the end user. The State of Utah WSCA-NASPO Contract Administrator has the final approval on any Ad Hoc product additions.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories. Updated price lists will be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator before the revised price list is considered valid.

PARTICIPATING ADDENDUM

AMENDMENT 1

[hereinafter "Addendum"]

For

NASPO VALUEPOINT COMPUTER EQUIPMENT CONTRACT

Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services

MASTER PRICE AGREEMENT NUMBER MNWNC-108

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

The State of Nevada

[hereinafter "Participating State"]

(Participating State Contract Number: 8346)

Dell Contract Code: WN21AGW

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1. **AMENDMENTS:** All provisions of the original participating addendum resulting from Dell Marketing, L.P. Master Agreement No. MNWNC-108 and the State of Nevada Contract No. 8346, remain in full force and effect with the exception of the following:

a. Contract is extended through March 31, 2020 or until the Participating Addendum is cancelled by the State of Nevada or until the Master Agreement expires or is terminated by the lead state.

2. **Participating State Modifications to the Participating Addendum:**

a. **Administrative Fee:** The State, at its discretion, in accordance with the terms of the Master Agreement, may implement an administrative fee of not more than 2% on contracts procured or negotiated by the Division of Purchasing. This fee may be assessed over the term of the contract period. Contractor will be provided with 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases made under the Master Agreement.

b. Contractor **Participating Addendum Contact**

Name	Amy Ivy
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-723-6201
Fax	512-283-9092
E-mail	Amy_Ivy@Dell.com

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated

PARTICIPATING ADDENDUM

AMENDMENT 1

[hereinafter "Addendum"]

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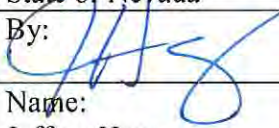
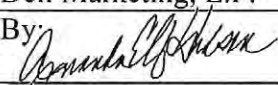
(Participating State Contract Number: 8346)

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into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Participating State: State of Nevada	Contractor: Dell Marketing, L.P.
By: 	By: 
Name: Jeffrey Haag	Name: Amanda E. Hudson
Title: Administrator	Title: Public Contract Manager
Date: 3-30-2017	Date: 3/27/2017

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Administered by the State of Minnesota (hereinafter "Lead State")

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Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

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1. **Scope:** This Participating Addendum adds the State of Nevada as a Participating State to purchase COMPUTER EQUIPMENT (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals) contract led by the State of Minnesota; specifically Master Agreement WN91AGY with Dell Marketing L.P. All governmental entities within the State of Nevada, including all State agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to utilize **State** contracts with the prior approval of the State's Chief Procurement Official. The Products and Services available under this Participating Addendum include all Products and Services in scope for the Master Agreement. This Participating Addendum does **NOT** include the purchase of Microsoft products other than operating systems. Individual units/configurations for servers and storage (SAN's etc.) are not to exceed \$500,000 each; desktop and laptop units/configurations are not to exceed \$10,000 each; tablet and peripheral configurations shall not exceed \$5,000 each.

This Addendum, executed by the Parties, will be effective as of the last date signed below through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. The option of any extensions to the contract term will be addressed in an Amendment to the Participating Addendum as applicable.

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

- a. **Political Subdivision Participation:** Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

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4. **Contractor Modifications or Additional Terms and Conditions to the Master Agreement:**

A. Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.

B. Any assignment by Participating State of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Participating State from its obligations hereunder.

C. Returns and Exchanges: Before returning or exchanging a product, the purchasing entity must contact the Contractor to obtain an authorization number to include with the return. Purchasing entity must return products to contract vendor in their original or equivalent packaging and purchasing entity is responsible for risk of loss as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee may apply. If purchasing entity fails to follow the return or exchange instructions provided by contract vendor, contract vendor will not be responsible for any loss, damage or modification of a product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. The restocking fee shall not apply in the event of contract vendor error.

D. Dispute Resolution. Participating State and Contractor will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event

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the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

E. Contractor may not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, without the prior written consent of Participating State (*other than subcontractors retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information*) and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

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

a. Order of Precedence:

1. The State of Nevada's Participating Addendum (PA); the State of Nevada's Participating Addendum shall not diminish, change or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the contract vendor under the terms of Minnesota NASPO ValuePoint Master Agreement.
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated terms and conditions);
3. The original RFP solicitation and all amendments; and
4. Contract vendor's response to the solicitation.

b. Purchase Orders: Orders for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with delivery guarantee and invoices shall be submitted to Nevada State Purchasing for payment. Purchase order numbers shall be clearly shown on all acknowledgements, shipping labels (if possible), packing slips, invoices and all correspondence related to an individual order issued by the Nevada State Purchasing Division. With the exception of

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computers, laptops, tablets, servers or storage devices, orders under \$5,000.00 may be purchased direct by the using agency.

c. **Software:** Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits. Software purchases are considered a part of the configuration limit of the equipment; software must be related to the procurement of the equipment and must be made at the time of the equipment purchase. Software must be pre-loaded or provided as an electronic link with the initial purchase of the equipment. With the exception operating systems, software such as middleware which is not always installed on the equipment but is related to storage and server software purchased, will be allowed and may be procured after the initial purchase of equipment. Other than operating systems, all Microsoft product licenses and software must be purchased from the State's **mandatory** Microsoft Select Master Agreement.

d. **Restrictions:**

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Wireless phone and internet service is not allowed.
3. Cloud Services including acquisitions structured as managed onsite services are not allowed.
4. Managed print services are not allowed.
5. Standalone purchases of software other than middleware related to storage or server equipment purchases are not allowed.

e. **Jurisdiction and Venue:** This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

f. **Termination of the Participating Addendum:** This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30

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days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

g. Services: All **onsite** services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300. Services must be related to the procurement of equipment.

h. Delivery: Contractor will use commercially reasonable efforts to ship all orders designated for shipment within 30 days after receipt of order for all products. Shipping terms are FOB destination, shipping and handling prepaid by the Contractor to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor. Additional delivery charges will not be allowed for backorders. All sales are final except as provided in Contractor's Limited Warranty.

i. 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, EFT or via a State or political subdivision "Purchasing Card" with no additional charge.

j. Evaluation Equipment: If the contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division **prior** to

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the evaluation period per SAM 1511.0 (5). Final purchases of the equipment shall comply with the terms of the Master Price Agreement, Participating Addendum and approval of the Purchasing Division.

k. State of Nevada Quarterly Reporting: Contractor shall submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Nevada with an electronic usage report (Excel) which will list, at a minimum: purchasing entity, item description, date of purchase order, purchase order number, contract price, Dell US List price and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

l. Purchasing cards are **not** authorized for purchases made by State agencies for any desktops, laptops, tablets, servers, storage or ruggedized devices.

5. Lease Agreements: Lease agreement terms and conditions have **NOT** been approved for use by Purchasing Entities under this Participating Addendum. Lease financing **may** be allowable separately under the terms and conditions of the lease financing arrangement with Dell Financial, or its designated and/or approved financing partner, as negotiated and agreed to by the using entity, the State of Nevada Attorney General's Office and approval by the Board of Examiners, as applicable.

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

Contractor

Participating Addendum Contact

Name	Amanda Hudson
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	301-345-1081
Fax	512-283-9092
E-mail	Amanda.Hudson@dell.com

Contractor

Master Agreement Contact

Name	Diane Wigington
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-728-4805
Fax	512-283-9092
E-mail	diane.wigington@dell.com

Participating State

Name	Marti Marsh
Address	515 East Musser St., Ste 300, Carson City, NV 89701
Telephone	775-684-0180
Fax	775-684-0188
E-mail	mmarsh@admin.nv.gov

7. **Partner Utilization:** Only Contractor authorized Resellers and Agents in and by the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website and as established in the eMarket Center, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Contractor shall make all determinations about which entities in the State of

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Dell Contract Code WN21AGW
(hereinafter "Participating State")
(Participating State Contract Number: 8346)

Page 8 of 9

Nevada that the Contractor authorized Reseller and Agents may support. The Contractor authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and must be approved by the State of Nevada before being deployed. Authorized Resellers and Agents will be limited to five (5) with a preference for Nevada vendors.

All contractor authorized resellers and/or agents will be listed on the state's landing page on this website:

<http://www.dell.com/learn/us/en/04/slg/nevada?c=us&l=en&s=bsd&cs=04>

a. Contractor authorized Resellers

1. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Contractor authorized Agents

1. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.

2. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: 8346 and the Master Agreement number MNWNC-108 on the order.

8. **Orders:** Any Order placed by an entity ordering under this Participating Addendum for hardware or software shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")

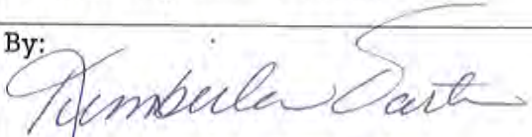
MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

State of Nevada
Dell Contract Code WN21AGW
(hereinafter "Participating State")
(Participating State Contract Number: 8346)

Page 9 of 9

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Nevada	Contractor: Dell Marketing L.P.
By: 	By: 
Name: Kimberlee Carter	Name: David F. White
Title: Deputy Administrator	Title: Contracts Manager
Date: 8/17/15	Date: August 13, 2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint		
Cooperative Development Coordinator	Tim Hay	
Telephone	503-428-5705	
E-mail	thay@naspovaluepoint.org	

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and
posting in appropriate data bases]



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.
FOR

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P. CONTRACT NO: MNWNC-108
One Dell Way
Mailstop 8707 *RR1-33 Legal 8707 2/26/15*
Round Rock, TX 78682
Contract Vendor Administrator: Diane Wigington
Email: Diane.Wigington@dell.com
Phone: (512) 728-4805
CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later
THROUGH March 31, 2017
EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement.; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Stephanie G. Miller*
Signature
Printed Name: Stephanie G. Miller
Title: Contract Manager / Senior Manager 8707
Date: 16 February 2015
By: _____
Signature
Printed Name: _____
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Jane Kalle*
Signature
Title: Master Agreement Administrator
Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Original signed
Date: _____

MAR 03 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

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. Contract Vendor 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 the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state 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 Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

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. Contract Vendor 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. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **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 WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity'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 Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor 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 WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable 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 a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
 - 7.1 **Confidentiality.** The parties acknowledge that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to 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 the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have 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 shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing, the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party 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. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- Nonperformance of contractual requirements; or
 - A material breach of any term or condition of this Master Agreement; or
 - Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 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 30 calendar days in which Contract Vendor 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 Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor 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:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity 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.

- 10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
- 11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 12. **GOVERNING LAW.** This procurement and the resulting 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 any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 13. **INDEMNIFICATION.** DELETED SEE SECTION 2C17.
- 14. **INDEMNIFICATION – INTELLECTUAL PROPERTY.** DELETED SEE SECTION 2C17.
- 15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
- 16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating 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 to recover any costs allowed 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 Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
- 17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity'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 Entity's option, result in termination of its Participating Addendum.

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:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor 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 after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after 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 the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/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 and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. 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. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other 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.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement 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 Contract Vendor 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.

- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

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 Entity, 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.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an 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.

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 Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO 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 the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; 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 no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.
- Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
- 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 Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
 - d. 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 WSCA-NASPO

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. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. **Notwithstanding the above,** the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

- 31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, 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 or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements 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, a Participating Addendum, or order.
- 32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor 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 so ordered by the court.

33. LIMITATION OF LIABILITY. NEGOTIATED.

- A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.
- B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000).
- C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 34. SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." "**Service Agreements**" are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 35. SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

- 36. EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

- 37. RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.
15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
 - a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. NEGOTIATED. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**"), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

19. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.

Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

- 25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. § 16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to certified **small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response.

If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

- 27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

- 28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 29. PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.
- 30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- reject any and all responses received;
 - select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

- 12. LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
- 13. FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
- 14. DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		
	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	13.5%
BAND 2 LAPTOP	A	13.5%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		
	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties .		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs); Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		
a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.		
Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
\$50,000.00	\$99,999.99	Greater than or Equal to 1%
\$100,000.00	\$199,999.99	Greater than or Equal to 2%
\$200,000.00	\$499,999.99	Greater than or Equal to 4%
\$500,000.00	\$999,999.99	Greater than or Equal to 6%
\$1,000,000.00	No Maximum	Greater than or Equal to 8%
b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.		
Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)	
Up to \$2B	13.5%	
\$2B to \$4B	14%	
\$4B to \$6B	14.5%	
\$6B to \$8B	15%	
\$8B to \$10B	15.5%	
Over \$10B	16%	
c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.		



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WCSA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WCSA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

☐ Update of Product & Service Schedule	Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED	
☐ Quarterly Self Audit	Check this box to verify the Quarterly Self Audit has been completed
☐ Third Party Product Addition	Provide warranty Guarantee
☐ Marketing Approval	Attach Materials for review
☐ Material Website Change	Describe and provide link for review
☐ Miscellaneous Inquiry	Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____





COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 6: RUGGEDIZED DEVICES Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. **BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.**

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

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, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization 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 and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.



Information Technology Solutions & Services
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11



Awarded to:

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 “NATIONAL CONTRACT REQUIREMENTS:

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech
- Hypertech
- Office Depot
- PCMG
- POP
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW-G and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and CDW-G successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging

Term:

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025.

Pricing/Discount:

CDW-G offers a percent off catalog pricing by category. Refer to pricing document for complete details.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Pages/Contracts-search.aspx?k=cdwg>

City of Mesa, AZ

Contract # 2018011-01

for

Information Technology Solutions and Services

with

CDW Government, LLC

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and CDW Government, LLC., effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT

John Giles
David Luna
Mark Freeman
Christopher Glover
Francisco Heredia
Kevin Thompson
Jeremy Whittaker

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.

- *5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- *5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- *5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- *5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

- *5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- *5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- *5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- *5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- *5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- *5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- *5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- *5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

- *5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- *5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- *5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- *5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- *6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- *6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- *6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- *6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- *6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- *6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- *7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- *8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- *9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

ATTEST:


DEE ANN MICKELSEN, CITY CLERK




JOHN GILES, MAYOR

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.


DEE ANN MICKELSEN, CITY CLERK



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

CDW GOVERNMENT LLC, (“Contractor”)

Mailing Address	230 N. Milwaukee Ave Vernon Hills, IL 60061-9740
Remit Address	75 Remittance Dr, Suite #1515 Chicago, IL 60675-1515
Attention	Jumana Dihy, Program Manager
E-Mail	jumdiyu@cdwg.com
Phone	(312) 547-2495
Fax	(312) 705-9437
Website	www.cdwg.com

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 28th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **CDW GOVERNMENT LLC**, an Illinois limited liability company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
- 2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise

stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

 - 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the materials/service including transportation, insurance and

warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

- 6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

- 6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

- 7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City

with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
- d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By:  Digitally signed by
Edward Quedens
Location: City of Mesa
Business Services
Date: 2018.03.02
13:18:03 -07'00'

Printed Name

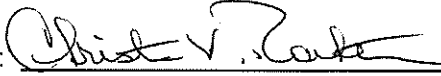
Title

Date

REVIEWED BY:

By: 

CDW GOVERNMENT LLC

By: 

Christina V. Rother

Printed Name

President

Title

March 1, 2018

Date

EXHIBIT A

SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
 - a. A full range of information technology solution products and services to meet varying requirements of governmental agencies.
 - b. Have a strong national presence as a computer solutions provider.
 - c. Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
 - d. Have a demonstrated sales presence.
 - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
 - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including, but not limited to, the following categories:
 - a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

EXHIBIT A

SCOPE OF WORK

- f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
 - h. Services:
 - i. Services means such as, consulting, technical support, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services).
 - ii. Cloud Computing means third party cloud computing and storage services, where Contractor acts as a rebiller only and has no control over the delivery of the cloud computing and storage services. City acknowledges that the cloud service provider, and not Contractor, will be responsible for performance of the Cloud Services. Also, before Contractor can sell cloud computing and/or storage services from a third party to the City, City must execute an agreement governing said cloud computing and/or storage services with the third-party cloud services provider.
 - i. Comprehensive Product Offering: Contractor's catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
 - j. Financing: Options available such as lease programs and conditional sales contracts.
4. **LICENSES**. The City may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), or such other terms as required by manufacturers, software publisher, or cloud service provider.
5. **DEFECTIVE PRODUCT**. All defective Products shall be replaced and exchanged by the Contractor. The cost of transportation, re-shipping or other like expenses shall be paid by the Contractor and in the case of certain, special orders, other reasonable charges may be paid by the Contractor as defined in the order or as otherwise agreed to by the Parties. All replacement Products must be received by the City within seven (7) days of initial notification, when such products are in Contractor stock; if replacement Product is not in Contractor's stock, Contractor will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the City and will ensure product is received within seven (7) days after Contractor's receipt of the product.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	2.10%	All
		2) Notebooks	2.10%	All
		3) Tablets	2.25%	All
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)	4.00%	All
2)	Group 2 - Input Devices	5) Keyboards	6.75%	All
		6) Mice	6.75%	All
		7) Imaging Scanners	3.00%	All
		8) POS Scanners	3.00%	All
		9) Pointing Devices	3.50%	All
		10) Bar Code Readers	4.25%	All
		11) Audio Input	15.00%	All
		12) Input Adapters	5.00%	All
		13) PC and Network Cameras	5.50%	All
		14) Input Cables	15.00%	All
		15) Input Accessories	6.75%	All
3)	Group 3 - Output Devices	16) Displays	3.50%	All
		17) Printers	3.00%	All
		18) Inkjet Printers	3.00%	All
		19) Inkjet Photo Printers	3.00%	All
		20) Laser Printers	3.00%	All
		21) Label Printers	4.25%	All
		22) Dot Matrix Printers	3.00%	All
		23) Multi-Function Printers	3.00%	All
		24) Wide Format Printers	3.00%	All
		25) Multi-Function Inkjet Printers	3.00%	All
		26) Wide Format Printers	3.00%	All
		27) Fax Machine Printers	3.00%	All
		28) Printer Accessories	3.00%	All
		29) Projectors	3.50%	All
		30) Projector Accessories	3.50%	All
		31) Audio Input	15.00%	All
		32) Video Cards	3.50%	All

EXHIBIT B
PRICING

		33) Sound Cards	3.50%	All
		34) Output Accessories	6.75%	All
		35) Printer Consumables	3.00%	All
4)	Group 4 - Memory	36) Desktop	13.00%	All
		37) Flash	5.50%	All
		38) Networking	13.00%	All
		39) Notebook	13.00%	All
		40) Printer / Fax	13.00%	All
		41) Server	13.00%	All
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	5.50%	All
		43) Adapters FireWire / USB	5.50%	All
		44) Adapters IDE/ATA/SATA	5.50%	All
		45) Adapters RAID	5.50%	All
		46) Adapters SCSI	5.50%	All
		47) Bridges & Routers	5.50%	All
		48) Disk Arrays	5.50%	All
		49) Disk Arrays JBOD	5.50%	All
		50) Drives Magneto-Optical	5.50%	All
		51) Drives Removable Disks	5.50%	All
		52) Fiber Channel Switches	5.50%	All
		53) Hard Disks - External	5.50%	All
		54) Hard Disks - Fiber Channel	5.50%	All
		55) Hard Disks - IDE/ATA/S	5.50%	All
		56) Hard Disks - Notebook	5.50%	All
		57) Hard Disks - SCSI	5.50%	All
		58) Networking Accessories	5.50%	All
		59) Optical Drives - CD-ROM	5.50%	All
		60) Optical Drives - CD-RW	5.50%	All
		61) Optical Drives - DVD-CD	5.50%	All
		62) Optical Drives - DVD-RW	5.50%	All
		63) Storage Accessories	5.00%	All
		64) Storage - NAS	5.00%	All
		65) Storage - SAN	5.00%	All
		66) Tape Autoloaders -AIT	5.00%	All
		67) Tape Autoloaders - DAT	5.00%	All
		68) Tape Autoloaders - DLT	5.00%	All
		69) Tape Autoloaders - LTO	5.00%	All
		70) Tape Drives - 4mm	5.00%	All

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		71) Tape Drives - 8mm/VXA	5.00%	All
		72) Tape Drives - AIT	5.00%	All
		73) Tape Drives - DAT	5.00%	All
		74) Tape Drives - DLT	5.00%	All
		75) Tape Drives - LTO/Ultrium	5.00%	All
		76) Tape Drives SDLT	5.00%	All
		77) Tape Drives - Travan	5.00%	All
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.50%	All
		79) Bridges & Routers	5.50%	All
		80) Gigabit Hubs & Switches	5.50%	All
		81) Concentrators & Multiplexers	5.50%	All
		82) Hardware Firewalls	5.50%	All
		83) Intrusion Detection	5.50%	All
		84) KVM	4.00%	All
		85) Modems	5.50%	All
		86) Network Test Equipment	5.50%	All
		87) Network Adapters	5.50%	All
		88) Network Cables	15.00%	All
		89) Network Accessories	5.50%	All
		90) Repeaters & Transceivers	5.50%	All
		91) Wireless LAN Accessories	5.50%	All
		92) Token Authentication	5.50%	All
		93) 10G Fiber Optic Transceivers	5.50%	All
		94) 1G Fiber Optic Transceivers	5.50%	All
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All
		96) Licensing Backup	4.00%	All
		97) Licensing Barcode/OC	4.00%	All
		98) Licensing Business Application	4.00%	All
		99) Licensing CAD/CAM	4.00%	All
		100) Licensing - Cloning	4.00%	All
		101) Licensing - Computer Services	4.00%	All
		102) Licensee - Database	4.00%	All
		103) Licensing - Development	4.00%	All
		104) Licensing - Entertainment	4.00%	All
		105) Licensing - Financial	4.00%	All
		106) Licensing - Flow Chart	4.00%	All
		107) Licensing - Graphic Design	4.00%	All
		108) Licensing - Handheld	4.00%	All

EXHIBIT B
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		109) Licensing - Network OS	4.00%	All
		110) Licensing - OS	4.00%	All
		111) Licensing - Personal Organization	4.00%	All
		112) Licensing - Presentation	4.00%	All
		113) Licensing - Reference	4.00%	All
		114) Licensing - Report Analysis	4.00%	All
		115) Licensing - Spreadsheet	4.00%	All
		116) Licensing - Utilities	4.00%	All
		117) Licensing - Warranties	4.00%	All
		118) Licensing - Web Development	4.00%	All
		119) Licensing - Word Processing	4.00%	All
		120) Software - Backup	4.00%	All
		121) Software - Barcode / OCR	4.00%	All
		122) Software - Business Application	4.00%	All
		123) Software - CAD/CAM	4.00%	All
		124) Software - Cloning	4.00%	All
		125) Software - Computer Services	4.00%	All
		126) Software - Database	4.00%	All
		127) Software - Development	4.00%	All
		128) Software - Entertainment	4.00%	All
		129) Software - Financial	4.00%	All
		130) Software - Flow Chart	4.00%	All
		131) Software - Graphic Design	4.00%	All
		132) Software - Handheld	4.00%	All
		133) Software - OS	4.00%	All
		134) Software - Personal Organization	4.00%	All
		135) Software - Presentation	4.00%	All
		136) Software - Reference	4.00%	All
		137) Software - Report Analysis	4.00%	All
		138) Software - Spreadsheet	4.00%	All
		139) Software - Utilities	4.00%	All
		140) Software - Warranties	4.00%	All
		141) Software - Web Development	4.00%	All
		142) Software - Word Processing	4.00%	All
8)	Group 8 - Media Supplies	143) Media - 4mm tape	5.50%	All
		144) Media - AIT tape	5.50%	All
		145) Media - DAT tape	5.50%	All
		146) Media - DLT tape	5.50%	All

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		147) Media LTO / Ultrium tape drive	5.50%	All
		148) Media - Magneto - Optical	5.50%	All
		149) Media - Optical	5.50%	All
		150) Media - SLR tape	5.50%	All
		151) Media - Travan tape	5.50%	All
		152) Media - VXA tape	5.50%	All
		153) Media - zip	5.50%	All
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.25%	All
		155) Video conferencing products	4.25%	All
		156) Voice gateways / servers	4.25%	All
		157) Headsets	4.25%	All
		158) Audio conferencing products	4.25%	All
		159) Analog phones	4.25%	All
		160) Accessories	4.25%	All
10)	Group 10 - Other	161) Advanced Integration	3.00%	All
		162) Asset Disposal	3.00%	All
		163) Asset Management	3.00%	All
		164) Cables	15.00%	All
		165) Cables - custom	15.00%	All
		166) Cables - printer	15.00%	All
		167) Complex warranties	3.00%	All
		168) Desktop Accessories	6.75%	All
		169) Display Accessories	3.50%	All
		170) Electronic Services	3.00%	All
		171) Handheld Accessories	6.75%	All
		172) Imaging Accessories	6.75%	All
		173) Imaging - Camcorders	3.50%	All
		174) Imaging - Digital Cameras	3.50%	All
		175) Internal Lab Service	3.00%	All
		176) Lab fees	3.00%	All
		177) Managed Services	3.00%	All
		178) Miscellaneous solutions	3.00%	All
		179) Mounting hardware for vehicles	2.50%	All
		180) Networking Warranties	3.50%	All
		181) Notebook Accessories	2.50%	All
		182) Notebook Batteries	5.00%	All
		183) PC Lab order services	3.00%	All
		184) POS Accessories	4.25%	All

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	185) POS Displays	4.25%	All
	186) Power Accessories	5.00%	All
	187) Power Surge Protection	5.00%	All
	188) Power UPS	5.00%	All
	189) Server Accessories	4.00%	All
	190) Service Charge	2.00%	All
	191) System Components	13.00%	All
	192) Training Courses	3.00%	All
	193) Training Reference Manuals	3.00%	All
	194) Warranties - Electronic	3.00%	All
	195) iPad / Tablet Stylus	6.75%	All
	196) Mouse / Wrist Pads	6.75%	All
	197) Security Locks and Hardware	6.75%	All
	198) Tools	6.75%	All
	199) Document Scanner Accessories	3.00%	All
	200) Flatbed Scanners	3.00%	All
	201) Mobile Scanners	3.00%	All
	202) Network Scanners	3.00%	All
	203) Sheet fed Scanners	3.00%	All
	204) Wide Format Scanners	3.00%	All
	205) Workgroup / Department Scanner	3.00%	All
	206) Build to Order Desktops	2.10%	All
	207) Nettop	3.00%	All
	208) Point of Sale	4.25%	All
	209) Ultra Small Form Factor	2.10%	All
	210) Apple / Mac Memory Upgrades	13.00%	All
	211) Chips / SIMMs/SIPPs / ROMs	13.00%	All
	212) Computer Cases	13.00%	All
	213) CPUs / Fans	13.00%	All
	214) Memory Accessories	13.00%	All
	215) Motherboards / Chassis	13.00%	All
	216) 1 - 2 port Serial Boards	13.00%	All
	217) 3+ port Serial Boards	13.00%	All
	218) Console Server	4.00%	All
	219) Device Server	4.00%	All
	220) Terminal Server	4.00%	All
	221) Content Management	4.00%	All
	222) Firewall / VPN Appliances	5.50%	All

EXHIBIT B
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	223) Multifunction Security Appliances	5.50%	All
	224) Network Camera Accessories	5.50%	All
	225) Network Cameras	5.50%	All
	226) Physical/Environmental Security	5.50%	All
	227) Security Appliance Accessories	5.50%	All
	228) Security Tokens	5.50%	All
	229) Unified Threat Management	5.50%	All
	230) 2-way Radios / Walkie Talkies	6.75%	All
	231) Apple Notebooks	2.50%	All
	232) Convertible PCs / Slate PCs / iPad	2.25%	All
	233) iPad	2.25%	All
	234) Slate Tablet Computers	2.25%	All
	235) GPS / PDA	6.75%	All
	236) Wireless Communication Devices	2.50%	All
	237) Batteries	5.00%	All
	238) Power Supplies / Adapters	5.00%	All
	239) Rackmount Equipment	5.00%	All
	240) Remote Power Management	5.00%	All
	241) Surge Suppressors	5.00%	All
	242) UPS / Battery Backup	5.00%	All
	243) 14" & smaller LCD Display	3.50%	All
	244) 15-19" LCD Display	3.50%	All
	245) 15-19" Wide LCD Display	3.50%	All
	246) 15-19" Wide LED Display	3.50%	All
	247) 20-30" LCD Display	3.50%	All
	248) 20-30" Wide LCD Display	3.50%	All
	249) 20-30" Wide LED Display	3.50%	All
	250) PCoIP and Zero Client Displays	3.50%	All
	251) Arm Mounts	3.50%	All
	252) Ceiling Mounts	3.50%	All
	253) Combo Mounts	3.50%	All
	254) Desktop Stands / Risers	3.50%	All
	255) Flat Wall Mounts	3.50%	All
	256) Mount Accessories	3.50%	All
	257) Pole Display	4.25%	All
	258) Stands / Carts / Feet	3.50%	All
	259) Tilt Wall Mounts	3.50%	All

EXHIBIT B
PRICING

		260) C-Cure Products	4.00%	All																				
		261) Istar Products	5.50%	All																				
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE																				
		Design and Analysis	Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services.																					
		Configuration		%																				
		Implementation		%																				
		Installation		%																				
		Training		%																				
		Maintenance & Support		%																				
		CDW Configuration Services		5%																				
12)	Group 12 - Additional Products/Services Not Identified	Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services.																						
		Apple Products for eligible Government and Educational Entities		0.50%																				
		CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at www.cdwg.com.																						
<table><tr><th>CDW•G Product Tree Categories</th><th>Discount</th></tr><tr><td>Accessories</td><td>6.75%</td></tr><tr><td>Power, Cooling & Racks</td><td>5.00%</td></tr><tr><td>Desktop Computers</td><td>3.00%</td></tr><tr><td>PC Compatible Desktop Computer</td><td>2.10%</td></tr><tr><td>PC Compatible Workstation</td><td>3.00%</td></tr><tr><td>Blade PCs</td><td>3.00%</td></tr><tr><td>RISC Processor Workstation</td><td>3.00%</td></tr><tr><td>Thin Clients</td><td>3.00%</td></tr><tr><td>Web TV Access Unit</td><td>3.00%</td></tr></table>					CDW•G Product Tree Categories	Discount	Accessories	6.75%	Power, Cooling & Racks	5.00%	Desktop Computers	3.00%	PC Compatible Desktop Computer	2.10%	PC Compatible Workstation	3.00%	Blade PCs	3.00%	RISC Processor Workstation	3.00%	Thin Clients	3.00%	Web TV Access Unit	3.00%
CDW•G Product Tree Categories	Discount																							
Accessories	6.75%																							
Power, Cooling & Racks	5.00%																							
Desktop Computers	3.00%																							
PC Compatible Desktop Computer	2.10%																							
PC Compatible Workstation	3.00%																							
Blade PCs	3.00%																							
RISC Processor Workstation	3.00%																							
Thin Clients	3.00%																							
Web TV Access Unit	3.00%																							

EXHIBIT B **PRICING**

Windows Based Terminals	3.00%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Notebook Accessories	2.50%
Wireless Communication Devices	2.50%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%
Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.

EXHIBIT B PRICING

CDW•G Professional Services Offering			
Major Metro Service Areas			
Washington, DC New York City Metro Los Angeles San Francisco San Diego Boston Metro Chicago Federal Philadelphia Seattle	Raleigh Houston Tampa Atlanta National Dallas Cincinnati Detroit Minneapolis St. Louis/KC Denver Nashville Portland	Madison Wausau Milwaukee Appleton Grand Rapids Indianapolis Cleveland	
Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.			
Solution Domain	Discipline	Technology Domain	Role
Datacenter	Storage	Data Migration	Senior Consulting Engineer
		EMC	Senior Consulting Engineer
		IBM	Senior Consulting Engineer
		VMWare	Senior Consulting Engineer
		NetApp	Senior Consulting Engineer
Datacenter	Networking & Enterprise Networking	Infrastructure & Networking	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Mobility	Client Management	Client Virtualization Endpoint Management Mobile Device Management	Technical Lead
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Security	Network Security	Network Security	Technical Lead
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer

EXHIBIT B PRICING

	Security	Information Security	Information Security	Penetration Testing
				Gap Analysis (HIPAA gap, PCI Gap, NIST)
	Collaboration	Communication	Voice, Video Collaboration	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Engagement	Contact Center	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Productivity	Information Worker	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Consulting Advisory Services	Consulting Advisory Services	Consulting Advisory Services	CAS_Business_Analyst
				CAS_Consulting_Services_Architect
				CAS_Engagement_Manager
				CAS_Technology_Architect
				CAS_Business_Architect
	Project & Program Management	Project & Program Management	Project & Program Management	Project Admin
				Project Manager
				Senior Project Manager
				Program Manager

CDW•G Configuration Services

Service Group	EDC	Description	Advertised Price	Contract Discount	Contract Ceiling Price
Hardware Configurations and Priority Service					
Priority	1625768	PRIORITY SERVICE	\$ 21.99	5%	\$ 20.89
Hardware	1706188	CDW Hardware Install for Server	\$ 32.99	5%	\$ 31.34
Hardware	1706189	CDW Hardware Install for DT-LT	\$ 17.99	5%	\$ 17.09
Hardware	1820627	CDW Hardware Install for Netcom	\$ 22.99	5%	\$ 21.84
Hardware	3558560	CDW MOBILE DEVICE SIM CARD INSTALL	\$ 9.99	5%	\$ 9.49
Hardware	2437037	CDW RACK CONFIG 1 CREDIT	\$ 82.99	5%	\$ 78.84
Hardware	3803338	CDW HARDWARE INSTALL FOR PRINTER	\$ 32.99	5%	\$ 31.34
Asset Tagging					
Asset Tags	322170	CDW ASSET TAGS NO INSTALL MAIL ONLY	\$ 0.98	5%	\$ 0.93
Asset Tags	338519	CDW ASSET TAG W/O INSTALL	\$ 9.99	5%	\$ 9.49
Asset Tags	338521	CUSTOMER ASSET TAG CONFIG SERVICE	\$ 9.99	5%	\$ 9.49
Asset Tags	500814	CDW CREATE CUSTOM TAG/LABEL	\$ 29.99	5%	\$ 28.49
Asset Tags	500815	BASIC CUSTOM TAG	\$ 9.99	5%	\$ 9.49
Asset Tags	500817	INTERMEDIATE CUSTOM TAG	\$ 17.99	5%	\$ 17.09

EXHIBIT B **PRICING**

Asset Tags	500818	ADVANCED CUSTOM TAG	\$ 22.99	5%	\$	21.84
Asset Tags	537315	CDW CREATED CUSTOM TAG – MAIL ONLY	\$ 1.22	5%	\$	1.16
Asset Tags	955862	CDWG UID TAG/LABEL	\$ 9.99	5%	\$	9.49
Asset Tags	1095109	CDW RFID TAG	\$ 61.99	5%	\$	58.89
Asset Tags	3465262	BASIC CUSTOM TAG W/BOX DUP TAG	\$ 10.99	5%	\$	10.44
Asset Tags	3465269	CUSTOMER ASSET TAG W/BOX DUP REQ6330	\$ 10.99	5%	\$	10.44
Asset Tags	4347185	CUSTOMER ASSET TAG W BOX DUP REQ6247	\$ 12.99	5%	\$	12.34
Asset Tags	3465895	INTERMEDIATE CUSTM TAG W-BOX DUP TAG	\$ 21.99	5%	\$	20.89
Asset Tags	3982815	ADV CUSTOM TAG W/BOX DUP	\$ 24.99	5%	\$	23.74
Configuration Service Bundles						
Bundle	2342089	CDW HW IMAGE CDW ASSET TAG-REQ1173	\$ 45.99	5%	\$	43.69
Bundle	2342092	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	\$ 52.99	5%	\$	50.34
Bundle	2342096	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	\$ 52.99	5%	\$	50.34
Bundle	2342098	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	\$ 46.99	5%	\$	44.64
Bundle	2342102	CDW IMAGE CDW ASSET TAG PRI-REQ1177	\$ 39.99	5%	\$	37.99
Bundle	2342106	CDW HW IMAGE PRIORITY-REQ1178	\$ 53.99	5%	\$	51.29
Bundle	2423730	CDW HW IMAGE CDW ASSET PRI-REQ1193	\$ 53.99	5%	\$	51.29
Bundle	2423732	CDW HW IMG BSC CSTM TAG PRI-REQ1194	\$ 59.99	5%	\$	56.99
Bundle	2423734	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	\$ 59.99	5%	\$	56.99
Bundle	2426793	CDW IMAGE CUSTMER ASSET TAG-REQ1197	\$ 39.99	5%	\$	37.99
Bundle	2426795	CDW IMAGE CDW ASSET TAG-REQ1198	\$ 32.99	5%	\$	31.34
Bundle	2426798	CDW HARDWARE IMAGE DEPLOY-REQ1199	\$ 45.99	5%	\$	43.69
Bundle	2853723	CDW IMAGE BASIC CUSTOM TAG-REQ1324	\$ 39.99	5%	\$	37.99
Bundle	2853726	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	\$ 39.99	5%	\$	37.99
Bundle	3269810	CDW HW IMG INTRM TAG CMPTRAC REQ1901	\$ 63.99	5%	\$	60.79
Bundle	3327808	CDW LIGHT TOUCH IMAGE DEPLOY W-VPN	\$ 42.99	5%	\$	40.84
Bundle	4008018	LEVEL 1 IOS\ETCH INSERT REQ 5075	\$ 39.99	5%	\$	37.99
Bundle	4008025	LEVEL 1 IOS\ETCH REQ 5076	\$ 33.99	5%	\$	32.29
Bundle	4041681	IOS LVL1 & SRVC CUST INSERT REQ5156	\$ 28.99	5%	\$	27.54
Bundle	4056755	INT CUST TAG&DUP + DATA CAP CONTRACT	\$ 21.99	5%	\$	20.89
Bundle	4086733	CDW LT IMAGE DEPLOY W/VPN&BOX LABEL	\$ 44.99	5%	\$	42.74
Bundle	4171085	COI SPECOPS & PROJECTMANGEMENT R5611	\$ 569.99	5%	\$	541.49
Diagnostics						
Diagnostics	214266	CDW BURN IN 12 HOURS	\$ 21.99	5%	\$	20.89
Imaging						
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	\$ 113.99	5%	\$	108.29
Imaging	247489	HILL ROM CREATE CUSTOM RESTORE CD	\$ 49.99	5%	\$	47.49
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	\$ 32.99	5%	\$	31.34
Imaging	283926	CDW MASTER IMAGE CREATION CREDIT	\$ 183.99	5%	\$	174.79
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	\$ 17.99	5%	\$	17.09
Imaging	534223	CDW STANDARD IMAGE DEPLOYMENT DT/NB	\$ 32.99	5%	\$	31.34
Imaging	763587	FLASH DRIVE IMAGING	\$ 9.99	5%	\$	9.49
Imaging	763593	CDW USB RESTORE UPTO 16GB	\$ 39.99	5%	\$	37.99
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	\$ 31.99	5%	\$	30.39
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	\$ 113.99	5%	\$	108.29
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	\$ 32.99	5%	\$	31.34
Imaging	2691836	CDW ZERO TOUCH IMAGE DEPLOYMENT	\$ 32.99	5%	\$	31.34
Imaging	2798606	CDW IMAGE MODEL MIGRATION CREDIT	\$ 113.99	5%	\$	108.29

EXHIBIT B **PRICING**

Imaging	2869570	CDW USB RESTORE UPTO 32GB	\$ 52.99	5%	\$ 50.34
Imaging	3652393	CDW CREATE CUSTOM RECOVERY PARTITION	\$ 353.99	5%	\$ 336.29
Imaging	3765107	SERVER RACKING ADV IMAGING SVC	\$ 219.99	5%	\$ 208.99
Imaging	3982809	CDW USB RESTORE SVC UPTO 64GB	\$ 63.99	5%	\$ 60.79
Imaging	4008336	CHROME WHITE GLOVE SERVICE TIER1	\$ 22.93	5%	\$ 21.78
Imaging	4008354	CHROME WHITE GLOVE SERVICE TIER2	\$ 24.93	5%	\$ 23.68
Imaging	4419882	CHROME UNMANAGED KIOSK APP INSTALL	\$ 28.92	5%	\$ 27.47
Imaging	4086723	CDW IMAGE DEPLOY W BOX LABEL REQ6281	\$ 33.99	5%	\$ 32.29
Imaging	4086738	CDW SCCM SRV-ZERO TOUCH W/BOX LABEL	\$ 33.99	5%	\$ 32.29
Laser Etching / Color Branding					
Laser Etching	1461344	CDW LASER ETCHING-TIER 1 STATIC SML	\$ 11.00	5%	\$ 10.45
Laser Etching	2815190	CDW LASER ETCHING-TIER 2 STATIC LRG	\$ 15.00	5%	\$ 14.25
Laser Etching	2815191	CDW LASER ETCHING-TIER 3 DYNAMIC	\$ 22.00	5%	\$ 20.90
Color Branding	3223260	CDW COLOR BRANDING TEMPLATE	\$ -	5%	\$ -
Color Branding	4100630	CDW COLOR BRANDING TIER 1	\$ 15.00	5%	\$ 14.25
Color Branding	3223250	CDW COLOR BRANDING TIER 2	\$ 22.00	5%	\$ 20.90
Color Branding	3436605	CDW COLOR BRANDING TIER 3	\$ 30.00	5%	\$ 28.50
Mobile Carts					
Mobile Carts	4466480	CDW CHROMEBOOK WIRE CART CONFIG	\$ 120.00	5%	\$ 114.00
Netcom					
Netcom	311718	CDW NETWORK & SECURITY DEVICE CONFIG	\$ 40.00	5%	\$ 38.00
Netcom	1550455	CDW NETWORK & SEC CHASSIS CONFIG BUN	\$ 100.00	5%	\$ 95.00
Netcom	1550460	CDW NETWORK & SEC DEVICE CONFIG BUN	\$ 65.00	5%	\$ 61.75
Netcom	2394839	CDW NETWORK & SEC CHASSIS CONFIG	\$ 70.00	5%	\$ 66.50
Netcom	2432019	CDW VPN DOMAIN JOIN ONLY	\$ 8.00	5%	\$ 7.60
Netcom	3628500	CDW VPN DOMAIN JOIN ONLY-PCA	\$ 8.00	5%	\$ 7.60
Netcom	3651585	CDW AP/ENDPOINT PROVISIONING	\$ 30.00	5%	\$ 28.50
Netcom	4121801	CDW AP/ENDPOINT FIRMWARE UPDATE	\$ 16.00	5%	\$ 15.20
Netcom	4219966	CDW CLIENT VPN CONFIGURATION	\$ 12.00	5%	\$ 11.40
Other					
Other	504311	CDW HP ILO ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	872360	CDW SYSTEM BIOS/FIRMWARE UPG	\$ 16.00	5%	\$ 15.20
Other	1197175	CDW CUSTOM IP CONFIGURATION	\$ 12.00	5%	\$ 11.40
Other	1197180	CDW BIOS CUSTOMIZATION	\$ 5.00	5%	\$ 4.75
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	\$ 5.00	5%	\$ 4.75
Other	1369904	CDW DDS / COMPUTRACE ACTIVATION	\$ 5.00	5%	\$ 4.75
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	\$ 5.00	5%	\$ 4.75
Other	1713539	CDW SPECIAL CONFIG REQ - 1 CREDIT	\$ 5.00	5%	\$ 4.75
Other	1713542	CDW SPECIAL CONFIG REQ - 6 CREDITS	\$ 30.00	5%	\$ 28.50
Other	1713544	CDW SPECIAL CONFIG REQ - 12 CREDITS	\$ 60.00	5%	\$ 57.00
Other	2366694	CDW APPLE IOS CUSTOMIZATION LVL 1	\$ 15.00	5%	\$ 14.25
Other	2366709	CDW APPLE IOS CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2613286	CDW ANDROID CUSTOMIZATION LVL 1	\$15.00	5%	\$ 14.25
Other	2613287	CDW ANDROID CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2671476	CDW SCREEN OVERLAY INSTALL SERVICE	\$ 8.00	5%	\$ 7.60
Other	2696504	CDW Hard Drive Data Encryption DT/NB	\$ 12.00	5%	\$ 11.40
Other	2828923	CDW SAS RAID Activation	\$ 12.00	5%	\$ 11.40
Other	2858009	CDW KINDLE AD REMOVAL REQ1329	\$ 30.00	5%	\$ 28.50

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Other	3553290	CDW APPLE ID CREATION	\$ 5.00	5%	\$ 4.75
Other	3899153	CDW VPRO BASIC ACTIVATION REQ4717	\$ 5.00	5%	\$ 4.75
Other	4248044	CDW LENOVO IMM ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	4176320	CDW ASSET MGMNT UPDATE SVC REQ 5634	\$ 1.25	5%	\$ 1.19
Software					
Software	76056	CDW APPLICATION INSTALL DT/NB	\$ 36.00	5%	\$ 34.20
Software	76980	CDW NETWORK OPERATING SYSTEM INSTALL	\$ 200.00	5%	\$ 190.00
Software	346243	CDW STD WINDOWS CLIENT OS INSTALL	\$ 90.00	5%	\$ 85.50
Software	931000	CDW NETWORK APPLICATION INSTALL	\$ 100.00	5%	\$ 95.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	\$ 22.00	5%	\$ 20.90
Software	1278296	CDW OEM MFG OS INSTALLATION	\$ 90.00	5%	\$ 85.50
Software	1291101	CDW LINUX INSTALLATION OS-ALL VERS	\$ 120.00	5%	\$ 114.00
Software	1550439	SUN SOLARIS INSTALLATION – ALL VERSIONS	\$ 200.00	5%	\$ 190.00
Software	1550447	VMWARE INSTALLATION – ALL VERSIONS	\$ 70.00	5%	\$ 66.50
Software	3803347	CDW SOFTWARE CONFIG FOR PRINTER	\$ 24.00	5%	\$ 22.80
Software	3982800	CDW HDD OS SWAP SVC REQ5012	\$ 36.00	5%	\$ 34.20
Configuration Project Management / COI					
Proj. Mgmt	3110955	CDW CONFIG PROJECT COORD HRLY CREDIT	\$ 75.00	5%	\$ 71.25
Proj. Mgmt	4289890	CDW CONFIG PM 150 HRLY CHARGE	\$ 150.00	5%	\$ 142.50
Proj. Mgmt	3536706	CDW COI PROJ COORD /OPS COST	\$ 5,000.00	5%	\$ 4,750.00
Proj. Mgmt	3543509	CDW CONFIG PROJECT COORD CREDIT/UNIT	\$ 5.00	5%	\$ 4.75
Proj. Mgmt	3752290	CDW PROJ MNGMNT CONFIG AP SVC	\$ 7.00	5%	\$ 6.65
Proj. Mgmt	4086747	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 1.00	5%	\$ 0.95
Proj. Mgmt	4087191	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 0.50	5%	\$ 0.48
COI	3268855	CDW CONFIG PROJECT COORD COI SVC	\$ 300.00	5%	\$ 285.00
COI	3561536	COI OPS PALLET RECEIVING/PROCESSING	\$ 480.00	5%	\$ 456.00
COI	4439488	COI OPS PALLET/MONTH REC/PRO	\$ 40.00	5%	\$ 38.00
COI	3659769	CDW COI OPERATIONAL EXPENSE WITH SN	\$ 10.00	5%	\$ 9.50
COI	3827583	COI TEMP TAG NO INSTALL E-MAIL	\$ 10.00	5%	\$ 9.50

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or

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further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.
- a. **Manufacturer's Warranty.** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED,

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

- b. **Services Warranty.** City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.
 - c. **Third Party Services Warranty.** In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.**
- a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
 - b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The foregoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

City of Mesa

Information Technology Solutions and Services

Solicitation #2018011

October 23, 2017

Original



*CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061*





One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061

P: 847.371.5800
F: 847.465.6800
Toll-Free: 800.808.4239

www.cdwg.com/PeopleWhoGetIT

City of Mesa
20 E Main Street, Suite #400
Mesa, AZ 85201
October 23, 2017

RE: Information Technology Solutions and Services Solicitation #2018011

Dear Ms. Brause:

CDW-G is pleased to present the following proposal to the City of Mesa. As a leading provider of IT solutions to state and local entities, we are excited to present our response to your needs. Over the past decade through our relationship with National IPA, we have seen a consistent 30% annual growth of our contract. Our contract expertise, customer-focus, and commitment to diversity have enabled us to bring our customers the solutions and services that deliver outstanding value. We regularly respond to varied IT needs: Be it small rural communities to large municipalities and states, the City of Mesa can be sure that we are ready to be your partner in any IT enterprise. Below are just a few of the benefits that the members of this cooperative will enjoy:

Contract Expertise. Consistently meeting your needs is our main focus which is why we'll update your contract, adding new technologies as soon as you need them. If it is in our catalog, we can add it to your contract. Whatever your needs may be, we will work with you to make sure those needs are met. Included in your contract are pricing options that will enable the City of Mesa to compare pricing options. This benefit enables you to make more informed decisions and provides you with purchasing reports.

Local Presence, National Reach. Whether it's in small towns, rural counties, or large cities, we'll be where you are to leverage our national network of service providers, bringing you the expert/customer-centered solutions you've come to expect from us. With 30 locations nationally and coworkers located in 45 states, we are dedicated to serving our customers' needs, wherever they are. You will enjoy a dedicated team of CDW-G resources who stand ready to work with you and solve today's technology challenges. Coupled with our strong centralized support locations, we offer you a national contract with a local focus, tailored to your requirements, with a flexibility to grow with you as your needs change.

Commitment to Diversity. We work with hundreds of diverse suppliers to promote historically underutilized and local businesses. These local suppliers are part of the reason we are able to deliver exceptional products and services. As members of your local community, we work with these suppliers to better understand our customers' needs and to support locally-focused businesses. We partner with over 600 MBE/WBE businesses and achieve more than \$1.5B annually in overall diversity spend.

We look forward to establishing a collaborative working relationship and are confident that our proposal will exceed your expectations. To discuss our response, please contact Proposal Specialist Cale LaSalata at calelas@cdw.com or 203-851-7211.

Sincerely,

Christina V. Rother
President, CDW Government LLC

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Executive Summary

The City of Mesa, through this solicitation, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to enable public and non-public entities in Arizona to purchase all manner of IT solutions and services. Understanding that value and efficiency in procurement are hot-button issues for the City of Mesa, we have kept that as our guiding principles for the response contained herein. As states and municipalities work within constrained budgets, now more than ever, value and sound purchasing practices of utmost importance when choosing an IT solutions provider and partner. CDW Government LLC ("CDW•G") has been a reliable partner of National IPA for over a decade with a demonstrable track record of delivering outstanding IT solutions, with efficient delivery, and all of the benefits that come from this contract.



What sets our offer apart from what our competition will provide is that our approach to our customers is to treat them as a partner. Everything that we do as a company revolves around the main focus of our business: our customers. Because we provide solutions to a variety of entities (from public to private; small businesses and rural communities, to the federal government and large municipalities), we know that solutions aren't "one-size fits all." Tailoring our solutions to our customers requires us to get to know you and meet you where you are to gain a better understanding of what drives your business.

Evidenced by our ten year successful relationship with the team at National IPA, our approach to IT solutions reflects a belief that true value comes from delivering to our customers exactly what they want, when they want it. Efficient online purchasing, dedicated support, highly certified services providers, and contract compliance are only a few of the features of what we can deliver to the City of Mesa.

Contract Excellence

Understanding that compliance with city policy and state financial statutes is important to the City of Mesa, we have built our response to Mesa around our approach to working with government customers. We know that the City of Mesa has legal and regulatory compliance requirements to which you have to adhere. That is why our approach incorporates your regulatory compliance needs and builds your contract around those obligations. Contract participants' Account Center has a wealth of information which will enable them to make better informed purchasing decisions and provide them reports on purchases, updated pricing, and much more.

What differentiates us from our competition is our Program Management team who oversee the administration of negotiated contracts. While some of our competition may have one or two individuals tasked to ensure contract compliance, we maintain a team of highly trained professionals whose sole goal is ensure that we meet our commitments to our contract customers. Program Managers also work with our Marketing department to promote your contract and educate our sales force on the particularities of the contract. Our Program Management teams work to make sure that our sales teams are educated on the contract requirements.

Our Program Management team also compiles a variety of reports, ranging from updated pricing and product options to purchase history and analyses of the success of the contract.

Some of the features of what we will provide you are:

- o Understand and Comply with all applicable statutory and contractual provisions;
- o Maintain consistent, contract-compliant pricing;
- o Comply with any security requirements;
- o Follow proper protocols, including obtaining customer approval, prior to making any substitutions or deviations from the original contract requirements and specifications;
- o Engage directly, honestly and truthfully in our discussions with agency representatives and government employees

In addition to a flexible contract, contract participants will enjoy the advantages of a dynamic pricing structure. As CDW•G employs a vendor-neutral approach to IT solutions, we leverage that method to deliver better pricing to our customers. Because of our size and reputation in the IT marketplace, we have the ability to deliver volume discounts, exclusive pricing, and special promotions unavailable with other IT solution providers.

National Services Presence

We have over 30 offices around the United States. Meeting contract participants where they are is really important to us: We want to understand our customers' needs, their environment, the particularities that make contract participants the unique customers they are. Understanding what drives purchasing decisions helps us provide more tailored solutions. We have a national network of service providers, all trained in the latest approaches, methodologies, and solutions, consistently carrying the highest level of OEM certifications. This means that when contract participants need us to come into their environments and provide guidance, they can be sure that they're receiving guidance from seasoned experts with years of experience in solution deployment.

Our Services model offers customers an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency and resources of a multinational provider. We have 30-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of contract participants. In addition to our local branches, we have over 1,100 services professionals and a network of trusted service and solutions partners. In fact, because of our national scale, CDW•G is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

Logistics

One of the many benefits of our proposed solution is how we work with you to deliver your IT purchases. From order placement to delivery, how we bring you your purchases is almost as important to us as what you buy. Making the purchasing and delivery process easier and time-efficient, we work hard to guarantee that you receive the most cost-effective purchasing options available. Your account center will enable you to:

- o Connect with your dedicated account manager and team of specialists;
- o Create and retrieve quotes and collaborate with your account manager;
- o Promote IT standards;
- o Track orders and shipments;
- o Manage purchases and payments;
- o Set shipping and billing preferences and manage contact information

Factor in our two strategically-located distribution centers that hold \$220M of inventory, on average, you can be sure that we have what you need when you need it, and have the ability to get it to you quickly. We maintain both a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. The combined square footage of our distribution centers is three times greater than most of our competition. These locations facilitate quick distribution of products to our growing customer base throughout the country

Breadth of Coverage

CDW•G has over 840 Account Manager and 65 Field Representatives forming account teams across five verticals: Higher Education, K12 Education, Healthcare, Federal Government, and State & Local Government. In addition, our account teams are organized geographically: North, South, East, and West which facilitates their ability to be uniquely aware of the local landscape, identifying key partnerships and common local practices for contracting. These account teams are supported by technology specialists and segment technologists who can go deep into particular solution sets with our customers. No other national provider can claim the size and depth of knowledge of our highly skilled account teams, it is a particular point of pride for CDW•G. Wherever our customers are located, CDW•G invests heavily in our sales teams' ability to meet our customers' needs.

Summary

The City of Mesa can be confident that by partnering with CDW•G for the National IPA contract, we will be able to meet your needs and deliver the best value for contract participants. Evidenced by our successful ten year relationship with the City of Tucson, Mesa can expect the same level of local attention from a national IT solution provider. We stand ready to bring you a contract that will be tailored to your requirements and considerate of what's important to you. At every stage of the lifecycle of your contract, your dedicated team of Account Managers, Program Managers, and Service providers is prepared to advise you and work with you to guarantee your total satisfaction; ensuring our commitment to you is consistently met. We are pleased to offer you the following proposal and look forward to being your trusted partner for years to come.

Tab 2

Program Description and Method of Approach

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

CDW•G Response:

A. Method of Approach

Response to National IPA Cooperative Contract

1. Provide a response to the national program.
- A. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

3.1 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.2 Company

- A. Brief history and description of your company.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more

than 100,000 name-brand technology products from over 1,100 leading IT manufacturers.

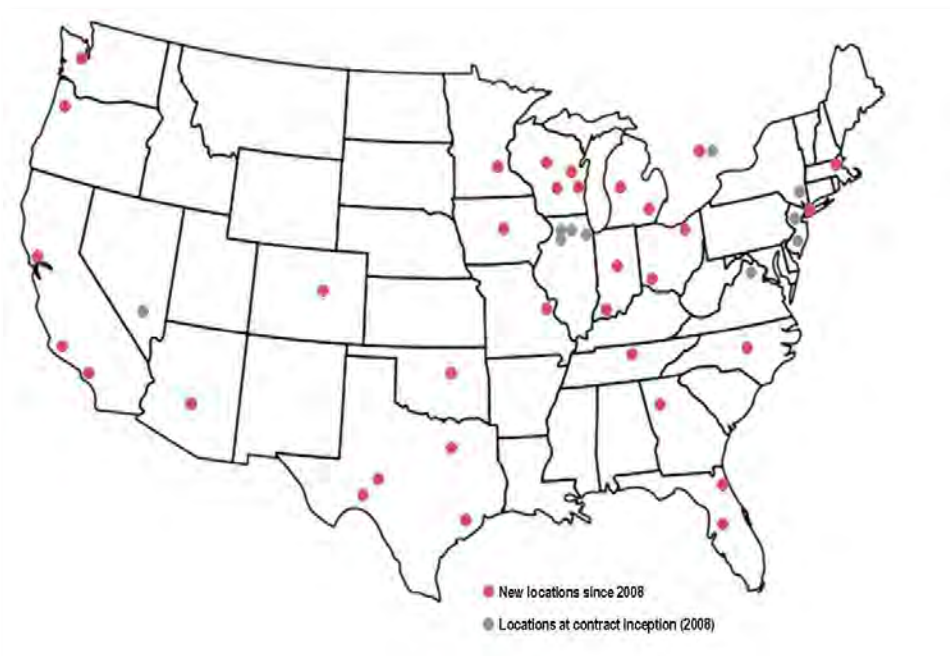
CDW•G delivers more than just product; we also deliver IT solutions. We offer a full range of technology services including: cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to: Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

B. Total number and location of sales persons employed by your company.

CDW•G currently employs more than 1,456 coworkers, part of our larger organization of 8,800 employees nationwide and in Canada, with over 30 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

C. Number and location of support centers (if applicable)

When CDW•G was awarded a similar contract with National IPA's involvement in 2008, we had offices in five states and Canada. We have drastically expanded our location portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have over 30 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, CDW•G's growth, and our growth on the contract as well. CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. The growth rates of National IPA

exceed the standard rate for CDW•G, demonstrating our results to both grow organically and promote the contract within our existing client base.

Explosive Sales Growth						
Year	Annual Revenues			YOY Growth		
	National IPA (\$ Millions)	CDW•G (\$ Billions)	CDW (\$ Billions)	National IPA	CDW•G	CDW
2013	\$113	\$4.2	\$10.8			
2014	\$160.1	\$4.9	\$12.1	41.5%	16.7%	25.0%
2015	\$253.7	\$5.1	\$13.0	58.5%	4.1%	7.4%
2016	\$390	\$5.6	\$14.0	53.7%	9.8%	7.7%

E. Submit your FEIN and Dun & Bradstreet report.

CDW•G FEIN: 36-4230110

Dun & Bradstreet numbers:

CDW Corporation 107627952
CDW Government LLC 026157235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

3.3 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

We offer more than 100,000 brand-name products from over 1,100 leading manufacturers. We carry over \$200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities

CDW•G keeps a large breadth of products and fresh inventory on hand, in order to provide contract members with new technology as it becomes available. We constantly monitor trends within the IT industry to ensure that we offer our customers the latest technology and the most optimal solutions. Our inventory management system enables our purchasing department to excel at maintaining a one- to four-week supply of products in our distribution centers. Our inventory turns over 24-26 times per year.

The distribution centers' automated system scans bar-code labels on each product, pick list, and shipping label, resulting in increased delivery speed and accuracy. Some of smaller items require coworker assembly; "Ready Ship" products (items that ship in their original carton) move through the system even faster. Once the order shipment is ready for loading, a final scan determines the correct truck and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds.

CDW•G's strategic relationships with industry leading original equipment manufacturer (OEM) technology partners, such as HP, Cisco, Lenovo, and Apple, means that we not only have access to steep product discounts, but also greater access to the products and a more efficient procurement processes.

We receive notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. When

CDW•G receives notification of an upcoming stock outage, we utilize our distribution centers' large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.



- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx. Both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. Each distribution center serves as backup for the other. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors: Synnex, Tech Data, and Ingram Micro. Our OEM partners send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

- D. State any return and restocking policy and fees, if applicable, associated with returns. CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 7, Appendix of this response. Customers may also obtain

additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, returns@cdw.com.

3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - I. Executive leadership endorsement and sponsorship of the award as the public sector go-to- market strategy within first 10 days

Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.

Part of CDW•G's commitment to our customer base is constantly seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. We bring senior leaders from across our public-sector management team together with National IPA 2-3 times per year to review contract initiatives and customer feedback.

Our ongoing efforts with National IPA in seven specific target accounts highlights this unique and longstanding collaboration. We meet monthly to review the current state of business and execution of each account's growth strategy. In 2017, we have already seen success in Los Angeles World Airports and the City of Kansas City. The combined teams will continue to drive contract adoption amongst non-participating agencies.

CDW•G's leadership team is securely behind the growth and strategy of this program – both to the benefit of the City of Mesa and also across the nation. Key members of the leadership team include:

David Hutchins, CDW•G's VP of Education Sales, is an executive sponsor of the City's contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Robert F. Kirby, CDW•G's VP of Federal and State & Local Sales, is an executive sponsor for this contract. He will ensure that sales teams work towards the success of the contract and consistently works with manufacturer partners to allow CDW•G to bring contract participants further benefits through targeted solution campaigns, like our public safety initiative.

Tara Barbieri, CDW•G's Director of Capture, is also an executive sponsor for the contract. She has endorsed and sponsored this contract since the inception in 2008, and shall continue this role upon award. In her position, she is dedicated exclusively to our company's contractual sales, and leads



with the knowledge and experience in cooperative purchasing contracts. Internally, she has promoted this contract to CDW's President Tom Richards and, externally, to HPE's Meg Whitman. This is to say that for over ten years, she has worked tirelessly to champion this contract and has been integral to growing this contract into what it is today.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory use requirements within individual states. We cannot agree to market the City's contract as our *primary public sector go-to-market strategy*; however, we have included an appropriate marketing plan and pledge to continue focusing on the contract's success and awareness. We believe this pledge should not be viewed lightly, as with our support, this contract's volume has surpassed the \$350M mark as of last year in yearly sales. We understand through competitive research that our competitors rarely take issue with similar requests for commitments; yet we can easily find evidence that they too hold plenty of public contracts.

Dell	Zones	WWT	Connection	Carahsoft
National Cooperative Purchasing Alliance (NCPA)	National Joint Powers Alliance (NJPA)	California CMAS	Texas DIR	US Communities
NASPO Value Point (NVP)	Texas DIR	State of MO PC Prime Vendor Contract	Massachusetts ITC47	National Cooperative Purchasing Alliance (NCPA)
Midwestern Higher Ed Compact (MHEC)	California CMAS	Ohio Hardware, Software & Services	National Cooperative Purchasing Alliance	PEPPM
Texas Dept of Information Resources	PEPPM	Texas DIR	TIPS/TAPS	MICTA
Massachusetts ITC47	National Cooperative Purchasing Alliance	Massachusetts ITC47	Public Sourcing Solutions (PSS)	Massachusetts Higher Ed Consortium

CDW•G takes our partner commitments very seriously and Mesa is our partner in delivering on the accompanying National IPA Agreement. In the first ten days post-award, our CDW•G Program Management team will provide a company-wide contract award announcement, as well as develop a contract training program for all SLED Account Managers to attend. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we are able to launch contracts to the CDW•G teams with the most powerful and applicable details to make the new National IPA agreement more successful than the one currently in place

- II. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within

first 90 days

Our Public Sector Account Managers are actively marketing the current contract to their customers and are very familiar with the structure of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract. A 'refresh' training to enhance understanding of the new National Program, its updates and nuances with City of Mesa as lead agency will be conducted within the first 30 days post award.

Familiarizing a completely new management team and educating a new group of Account Managers to a new contract is unnecessary with CDW•G. Other vendors, even after training, are likely to experience a significant period of growing pains, acclimating their sales staff to the offering. This ramp-up time will certainly have an impact on contract sales. This is often the case with new contracts, as National IPA and the City are aware. The current contract saw success atypical of most, quickly achieving \$4 million dollars in purchases within the first four months from inception. We believe this success was due in large part to CDW•G's experience in managing contracts and National IPA's commitment to sound marketing strategies. The contract is now supporting almost **fifty-eight times** its 2009 purchases (the first full year of the contract). We believe that CDW•G is uniquely qualified to deliver growth over \$400 million in 2018.

All aspects of transitioning to the new contract will be seamless. The City and National IPA do not have to worry about member confusion or orders lost during training and setup time. Business will continue to flourish and training time will be used as a refresher, providing contract updates and focusing on strategies to increase business.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - I. Creation and distribution of a co-branded press release to trade publications within first 10 days

CDW•G's Marketing contact will work with National IPA to create and distribute this announcement at the transition of the new award.

- II. Announcement, contract details and contact information published on the company website within first 30 days

CDW•G can reload the new contract pricing structure within a matter of minutes and will have our website operation on the 1st day of the new contract. CDW•G will be able to seamlessly transition all agencies buying off of our current National Cooperative contract to the new contract, upon contract launch.

- III. Design, publication and distribution of co-branded marketing materials within first 90 days

CDW•G already has much of this material. We are poised to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with National IPA to discuss a refreshed approach and specific goals/targets for the new contract. CDW•G is eager to share our current marketing processes for the contract, including our attendance at the National IPA Regional Summit, aimed at increasing contract awareness; our Sales Wiki site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

We also look forward to talking about our ideas to gain a better contract understanding, with an increased focus in the K12 sector and our top OEM partners.

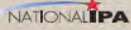
Announcements and events
Catch up on current CDW•G happenings.

IT needs on one agreement - CDW•G and National IPA

CDW•G is pleased to be awarded by the City of Tucson, AZ, through public competitive solicitation, a cooperative purchasing contract for Information Technology Solutions (contract # 083052). This agreement features a comprehensive range of technology solutions and is available to public agencies nationwide via National Intergovernmental Purchasing Alliance (National IPA).

To simplify the purchasing process, CDW•G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. Through National IPA, find discounts in software, software licensing and maintenance, hardware and peripherals, and more. From CDW•G, receive unmatched levels of service, advice and support from expert teams.

We encourage you to visit the Information Technology Solutions Agreement online at CDWG.com/nationalipasolutions for a complete list of products and services available. Search by keyword or browse by product category, and use the resource links to access National IPA websites.

Contract #083052 

- IV. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier- specific trade shows, conferences and meetings throughout the term of the Master Agreement

In 2018, CDW•G's schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2018, we are already committed to attend NASPO, and the National IPA Partner Summit.

We are willing to continue to share our best practices with other non- competing National IPA vendors. Sales Manager Pat O'Brien has agreed to share some of these practices with other National IPA vendors at the Partner Summit, helping increase the success of all National IPA's contracts.

- V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

CDW•G has enjoyed participating in the NIGP Annual Forum and will continue to do so. We believe in the theme "Building Together" and look forward to sharing our best practices with other National IPA vendors.

- VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

- VII. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

CDW•G continues to market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with National IPA to develop our marketing strategies even further.

- VIII. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

CDW•G exceeds this requirement, as our current National IPA Premium Page, www.cdwg.com/nationalipasolutions presently includes these elements. The page includes the National IPA logo and a description of the contract, with multiple direct links to National IPA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers.

We have a toll-free number and address for National IPA members, and feature a dedicated Account Team included on the website, which highlights when they are available for customers. In conjunction with National IPA, we will continue to develop this site, increasing functionalities and promotion of the contract.

National IPA Information Technology Solutions Agreement



Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovernmental Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #130733) is a result of a competitively bid solicitation by the City of Tucson and awarded to CDW-G.

This agreement offers discounts in software, software licensing & maintenance, hardware and peripherals. Agencies may become participants of National IPA via their website at www.nationalipa.org. National IPA is a cooperative purchasing program offered to public agencies and agencies for public benefit. It is an optional program with no minimum purchase requirements and no fees.

FEATURED PRODUCTS



Samsung Chromebook
XE303C12 - 11.6"

Exynos 5 1.7 GHz - Chrome OS - 2 GB RAM - 16 GB SSD - 11.6" 1366 x 768 (HD) - silver

Add to Cart



Lenovo ThinkCentre M72e
4004 - Core i3 3220T 2.8 GHz - 4 GB - 500 GB

SAVE NOW! Save \$15 by buying Office and Windows 8 Device - Tiny desktop - 1x Core i3 3220T / 2.8 GHz - RAM 4 GB - HDD 500

Add to Cart



HP SB EliteDisplay E2211 21.5" LED-backlit LCD - Black

LED monitor - 21.5" (21.5" viewable) - 1920 x 1080 - AH-IPS - 250 cd/m2 - 1000:1 - 8 ms - DVI-D, VGA, DisplayPort - black -

Add to Cart



HP ProBook 4540s - 15.5" - Core i5 3230M - Windows 7 Pro 64-bit / 8 Pro dow

Core i5 3230M / 2.6 GHz - Windows 7 Pro 64-bit / 8 Pro downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB

Add to Cart



Cisco Aironet 3702i Controller-based - wireless access point

Wireless access point - 802.11a/b/g/n/ac - Dual Band

Add to Cart



HP Officejet 100 Mobile Printer

Printer - color - ink-jet - Legal - 600 dpi - up to 22 ppm (mono) / up to 18 ppm (color) - capacity: 50 sheets - USB, Bluetooth, USB

Add to Cart

CONTRACTS

Search within your contracts:

Search

Cables (26685)
Computer Accessories (14215)
Computers (31453)
Data Storage Products (20397)
Electronics (5702)
Memory (3740)
Monitors & Projectors (8622)
Networking Products (27928)

Office Equipment & Supplies (9148)
Phones & Video Conferencing (6559)
Power, Cooling & Racks (13881)
Printers, Scanners & Print Supplies (19572)
Servers & Server Management (6961)
Services (82416)
Software (216798)

Links Of Interest

- [National IPA Home Page](#)
- [Participate in National IPA](#)
- [Contract Documents](#)
- [Marketing Material](#)

Contacts



Sydney Donahue
Account Manager
Phone: 877-705-4975



Pat O'Brien
Sales Manager
Phone: 877-898-2997



Jumana Dihi
Program Manager
Phone: 312-547-9437

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current

cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As the City and National IPA are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and National Joint Powers Alliance (NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as “most favored customer” and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of participating agreements. Some of these customers include the City of New York, City of Phoenix, City of Atlanta, University of Colorado, and DeKalb County. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National IPA has several CDW•G logos at their disposal under our general guidelines for intended use, they are included here for ease of evaluation.

Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
 2. You may not incorporate the logo(s) into any other logo or design.
 3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
 4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
 5. No other logo or design element should appear within 0.5 inches of the CDW logo.
 6. You may not frame or alter the CDW website in any way.
 7. At CDW's direction, you will immediately remove the logo(s).
 8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
 9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- I. Master Agreement was competitively solicited by a Principal Procurement Agency

- II. Best government pricing
- III. No cost to participate
- IV. Non-exclusive contract

We are happy to update our current National IPA flyer with the new contract information. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include mutually agreeable message that best represents the value of the contract.



CDW•G Is Committed To Texas K-12 Education

Today's modern-day classrooms are using technologies such as mobile devices, interactive technology and engaging learning spaces to make teaching and learning more effective. CDW•G understands K-12 education and will help you discover the solutions that can help improve learning outcomes, while keeping your classrooms connected and networks secure.



CDW•G offers multiple solution sets to meet your classrooms every need. Below are some of the key suppliers that CDW•G partners with.

Platform Solution Set



Microsoft



Devices Solution Set



Networking Solution Set



Audio Visual Solution Set



National IPA and CDW•G are here to help.

CDW•G has a team committed to Texas K-12 education. This team is experienced in working with Texas school districts of all sizes and can help meet your technology needs while offering a competitively awarded agreement compliant with state procurement regulations.

CDW•G contracts available through National IPA have been competitively solicited and publicly awarded by Region 4 Education Service Center and City of Tucson, AZ. Click [HERE](#) for more information about both of these amazing contracts.

For additional information about National IPA in Texas click [HERE](#)

For more information on CDW•G click [HERE](#)

2. Provide a description of the product lines that can be provided by your firm.

CDW•G Response: CDW•G is offering our entire catalogue, including our complete portfolio of product offerings which includes over 100,000+ products from more than 1,100 vendors. We also offer a full suite of professional services to users of this contract. Given the landscape of the IT industry and its rapid changes, we have defined these categories broadly to easily facilitate adding new technologies and services to the resulting Agreement over the contract period. We intend to be your go-to supplier for all of your IT solution needs; so, whatever your need may be, you can be sure we have the solution that works for you. We are the largest, direct reseller in the US for many of our OEM partners which include: Adobe, Cisco, HP, Lenovo, and Panasonic. Based on the strength of our success and our product portfolio, we are able to offer our customers the newest technologies, more robust discounts, and OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings. Our product line cards, organized by product category and manufacturer, follows this page.

3. Provide a description of the services that can be provided by your firm.

CDW•G Response: Our services portfolio that we bring to our customers encompasses a wide array of both standard and specialized services. With over 1,600 highly trained and certified engineers in 30 locations nationwide, we offer the City of Mesa and National IPA contract participants the most optimal services in the IT industry. Below is a sampling of the services we provide to our customers:

Cloud Computing: We know how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex, highly customizable service. Our internal cloud campaign is educating our Account Managers on how to assist our customers in determining the best-valued cloud option for their needs, while our



technicians continue training to master the solution, and working with our manufacturer partners to expand our portfolio. Our Cloud offerings do require an additional Cloud Services form, but your Account Manager will walk you through the process.

CDW•G offers a cafeteria-style set of cloud solutions. Our portfolio includes public, private, community, and hybrid deployment options. Our broad cloud offering currently includes over thirty different manufacturers, and we continue investigating other manufacturer solutions to add to this portfolio. Our cloud computing solutions; Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS), cater to the specific needs of the span of our entire customer makeup

Consulting and Analysis: Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions.

CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.



Technical Support: CDW•G's Staff Augmentation services offering includes assisting customers with onsite help desk and technical support services. This service provides skilled, temporary staffing to assist with IT challenges

Trade-Ins: CDW•G coordinates with our manufacturer partners to provide trade-in services to our customers.

Repair: In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:



☐ Acer	☐ HP	☐ Service Net
☐ Apple	☐ IBM	☐ Sony
☐ Fujitsu	☐ Lenovo	☐ Toshiba

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

Design: Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

Configuration/System Configurations: While onsite configuration services are available, CDW•G often recommends our in-house configuration services. CDW•G builds preconfigured technology solutions in our two ISO 2008-certified configuration centers, so they arrive at their correct location(s) ready to plug and play. We have a 25,000-square-foot configuration center in our North Las Vegas distribution center and a 24,000-square-foot configuration center in our Vernon Hills, IL distribution center, including an 8,000-square-foot enclosed area for enterprise configurations. To complement this space, CDW•G has more than 150 configuration technicians, providing a spectrum of customized configuration services.



CDW•G's configuration services include:

- Hardware and software installation and configuration
- Customized imaging
- Asset tagging, custom labeling, and laser etching
- Router/switch configuration
- Server rack configuration

Implementation: Our national footprint is expansive, with over 600 engineers on staff in more than 26 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Training: CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focus on designing bullet-proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

Maintenance: CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post-warranty support
- Accidental damage protection
- Maintenance contract agreements (coterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification
- Help desk services

Hardware and Software Installation: Our installation services encompass the following solutions. Installation services can include installing and deploying new systems; moving existing equipment; assessing systems and testing installed equipment; and advanced IT support. We also offer staging options, should a customer need to complete their installation in numerous rollouts.

- Client Computing Installation
- Data Center Installation
- Network Installation
- Security Installation
- Microsoft Configuration and Installation
- Microsoft Accelerators
- Visual Solutions Installation

System Testing: All of CDW•G's service projects incorporate testing every aspect of the final solution, ensuring all acceptance criteria is met.

Upgrades: Many products offer a variety of system upgrades. Our dedicated Account Managers work with their customers to explain the benefits of each upgrade, and help determine if these upgrades would be a wise purchase for the customer's needs. The Account Manager then collaborates with CDW•G dedicated manufacturer partner specialists to incorporate the upgrades into the final product build. Additionally, CDW•G performs a number of upgrades, such as asset tagging and laser etching, in house in our configuration center.

Imaging: In addition to our configuration services, CDW•G performs imaging services in house in our configuration centers as well. Our A+ certified imaging technicians routinely image the following products:

- Laptops
- Desktops
- Workstations
- Flash Drives
- Servers
- Hard drives
- Apple products, including iPods and iPads

Customers can provide their own image or CDW•G can create one for them. As with all services completed in our configuration centers, each piece of equipment goes through a comprehensive quality assurance check prior to shipping to ensure the unit is function properly. CDW•G also stores images on our secure server, completely isolated from other networks, and only accessible to a few authorized individuals. Many times customers choose to have us store their images as it allows CDW•G to load custom configured images quickly on their machines.

- 4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transaction is between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Describe how your firm proposes to distribute the products/services nationwide.

CDW•G Response: We have access to more than 100,000 top brand-name products from more than 1,000 manufacturers. We carry over \$220 million in inventory, and ship most in-stock products the same day they are ordered. Because of our distribution centers are strategically located in Vernon Hills, IL and Las Vegas, NV; we have the capability to deliver a wide array of shipping options that best fit your needs.

Because of our position as one of the largest direct resellers in the U.S., we work closely with all of the major shipping companies to ensure you receive your orders on time. We work with UPS, FedEx, CEVA, UPS Freights, Dynamex, and Veterans Messenger service to get you what you need, when you need it. We offer overnight, same day, 2 day, 3 day, and ground shipping options to best meet your needs. On average, we ship up to



54,000 boxes per day and contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities.

Our two distribution centers have a combined square footage of almost a million square feet. Every stage of our distribution process is automated, with our custom-designed sorting systems, built to optimize the shipping process. Packed boxes are sorted and weighed onto the conveyor system. Combined, our distribution centers have almost twelve miles of conveyor belts that feed the sorting system. The barcode scanner reads the shipping label and the packed box's correct loading dock is determined. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds. When your package reaches the correct shipping portal, the sorting system drops your package down a chute that brings your order to the door dock to be loaded onto the correct carrier's truck and then your package is on its way for delivery.

The benefits of our automated distribution systems are that the City of Mesa will receive the right products, configured to your specifications and ready to use out of the box, and delivered on time

6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

CDW•G Response: CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. CDW•G processes all purchase orders. If our customers have customized agreement that

include a Tier 1 diversity requirement, we work with diverse supplier partners local to customers, to deliver your products and your orders on time.

Distribution Partners. Our Distribution Partner Network includes over 130 different suppliers, meaning we can provide any product National IPA members would need. Like our OEM partners, we're the largest partner for many of our Distributors. And like our manufacturer partner relationships, this results in direct benefits for CDW•G and our customers. Most send us EDI downloads or real time information on their available inventory, resulting in access to products usually in as little as a day. As another example, we are a top Ingram Micro partner and hold Elite Partner status. This partnership provides a customized and exclusive support resource to our Account Teams and customers, among other benefits. The CDW dedicated priority phone queue has an average wait time of less than two minutes.



We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

Shipping Partners. We have a number of shipping partners to provide our customers their products, fast. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting our logistics operation, ensuring efficient processing and movement of customer orders. This helps us keep our carrier goal of 99.04%, beating the industry standard of 98%. Some additional benefits of our UPS partnership includes a customized Loss Prevention Program to ensure integrity of customer packages; a collaborative tracking program with our customer relations department; and IT automation between

All contract management functions will continue to be handled by Mark Ellis and his Program Management team. When any of our partners are involved, CDW•G manages the relationship and liability involved. We do ask customers to mutually agree to and sign Statements of Work for all service engagements through CDW•G. This is to ensure we keep Members apprised of the responsibilities, timelines, and progress of the project.

In instances where customers would like to integrate their e-Pro applications with our own, CDW•G will provide the integration assistance; however, the relationship the member has

with their e-Pro application vendor is their own, any applicable vendor fees resulting from the integration will be the responsibility of the member

- 7. Provide the number, size, and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:**
- a. How many orders are processed daily on an average**
 - b. How many devices does your facility configure daily on an average**
 - c. What is the highest number of orders processed in a single day**
 - d. What is the highest number of devices configured in a single day from the facilities described**

CDW•G Response A: Our two distribution centers process an average of 54,000 units per day.

CDW•G Response B: Our configuration staff, which includes 200+ Technicians, Engineers, Management, and Support Staff, complete an average of 7,000 custom configurations per day.

CDW•G Response C: At peak times, our two distribution centers process a combined average of 135,000 units per day.

CDW•G Response D: During seasonal spikes, our configuration staff configures almost 12,000 devices per day.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves as backup for the other. They receive inventory valued at about \$21.0 million per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.



CDW•G's Configuration Centers, also located in Vernon Hills and Las Vegas, maintain a combined square footage of over 100,000 feet.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

8. State any return and restocking policy, and any fees, if applicable associated with returns.

CDW•G Response: CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. Please see Tab 7 “Appendix” for our full return policy.

9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

CDW•G Response: CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers or, if you prefer an electronic invoice, you can request that invoices be sent via PDF instead. We send the PDF the same day that the system generates the invoice. When a product is drop-shipped from a vendor, CDW•G invoices the customer once we receive the invoice from the vendor. As an added convenience, you can also print copies of original invoices via your CDW•G Extranet. Our standard invoices include the information listed below.

• CDW•G remit to address	• CDW•G part number
• Invoice date	• Description of product
• Invoice number	• Quantity ordered/shipped
• PO number affiliated with invoice	• Unit price (based off of pricing structure agreed to in the contract)
• Payment due date	• Extended price
• Order date	• Ship to address
• Shipping method	

All of the information pertaining to the customer’s specific requirements are included on the invoice as well. CDW•G supports many EDI formats and can customize invoices to reflect customers’ required data fields. For more information regarding our EDI capabilities, we encourage the City to visit www.cdwg.com/edi.

10. Describe your delivery commitment:
a. What is your fill rate guarantee?

CDW•G Response: CDW•G’s same-day fill rate is between 97-99% for credit-approved orders and in-stock product, depending on the complexity of the order and this is our best effort and therefore, not a guarantee. Should an item be out of stock, it typically takes 2-10 days, after receipt of order, to receive the product (subject to availability). We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution center’s large capacity for volume purchases, keeping stock on hand for our customer’s present and future needs.

b. What are your delivery days?

CDW•G Response: CDW•G's standard delivery is M-F excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on need to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

c. Do you offer next day delivery?

CDW•G Response: Yes, CDW•G can ship same day, overnight, 2nd day, 3rd day, and ground. An expedited freight charge may be added for this service.

d. How do you facilitate emergency orders?

CDW•G Response: Whenever a contract member's order requires expediting, CDW•G treats it with priority. We direct all customers to contact their dedicated Account Manager if an emergency situation arises. They focus on placing the order and arranging for expedited delivery. Due to our very large inventory at our two distribution centers, we usually have the products in stock and available for immediate shipping. Our vast distribution capabilities means that we can draw from our OEM partners to ensure that, if we do not have your item in stock, we can still procure and deliver your order.

e. Are shipping charges exempt for ALL who use this contract?

CDW•G Response: Prices include lowest ground freight for shipments/packages less than 70 pounds within the 48 contiguous United States when referencing this Agreement. All orders are subject to Seller's standard shipping policies in effect at the time of order placement. In those instances that are larger than 70 pounds or call for express or overnight delivery, shipping costs will be pre-paid by Seller and added to the customer invoice. There is no additional fee assessed for smaller orders, unlike some of our competitors.

Since inception of this contract, we have become authorized for increasingly complex technologies, including large storage arrays where freight costs must be considered in the overall quote to the customer. In separating shipping costs for heavier items, it removes the need to consider the costs in the entire category discount, and allows us to provide customers deeper discounts for all products that fall within the category

f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.

CDW•G Response: CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customers may also reach out to Customer Relations directly.

If a wrong product is ordered, the customer's dedicated CDW•G Account Manager will work with the customer to determine the best solution to resolve the issue. For any products returned, whether defective or incorrect item, CDW•G requires customers to provide a Return Merchandise Authorization (RMA) number before shipping back any product. This process allows us to expedite the process and helps ensure the proper action or credit,

upon processing. Customers can get the RMA request form from their Account Manager, online via their CDW•G Extranet Account, or by contacting Customer Relations.

CDW•G tracks the reason for all returns, allowing us to make appropriate changes, as necessary. For example, a high volume of returns damaged in shipment would lead us to audit the carrier and review product packaging. CDW•G also monitors how quickly and efficiently the Customer Relations staff handles RMA requests, aiming to respond to requests within 24 hours or less.

11. Describe the types of customer service available to agencies that use this contract:

CDW•G Response: Your Account Manager stands ready to assist you in any type of query you may have and is available, during business hours and beyond, to assist you and your customer service needs. Their sole goal is to ensure your complete satisfaction. If you experience any type of technical issue, your Account Manager will facilitate a timely resolution.

In the event that your Account Manager is unavailable, CDW•G's customer service team is well-equipped to help you resolve your problem. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.



We offer our customers Sales Support, Technical Support, and Website Support. All of our customer support options can be accessed via phone, fax, email or chat. For all of our support options and hours of operation, please visit: <https://www.cdw.com/content/contact-us/support.aspx>.

a. Is online support available?

CDW•G Response: Yes, CDW•G's online technical and customer support services include live chat and E-support, and remote support.

Live chat and E-support

To supplement our industry leading toll-free technical support, we provide access to online live chat, accessible through the customer's Extranet site. We staff this support by our

trained technicians from 6am to 5pm MST. This site also provides support case management.

Remote Login

Our technicians have access to LogMeIn, a remote login utility, which allows them to connect to the end users computer for more in-depth troubleshooting and quicker resolution.

b. Is phone support available?

CDW•G Response: Customers can use our toll free phone number 800.383.4239, Monday – Friday from 6 am – 6 pm MST, to reach our dedicated technical support team.

c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

CDW•G Response: With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Irrespective of the size of your order or what your needs might be, every CDW•G customer receives a dedicated Account Manager who will see to ensuring your satisfaction. Account Managers are assigned to customers based on a specific segment (State and Local government, Higher Education, K12, etc.), as well as a specific region in the country.

CDW•G Account Managers attend onboarding training, known as the “Account Manager Academy,” for three months before they begin interacting with customers on their own. This training program focuses on sales consulting, product training, operational systems, and customer service. This process is much longer than industry standard practices, providing a higher level of support that our customers are quick to notice. Our Account



Managers also participate in the Sales Residency Program which delivers another layer of customer-focused training to your Account Manager.

On average, our customer relationship is 11.1 years which means our Account Managers dedicate their time to getting to know our customers and what drives their purchasing decisions. This means that our customers, particularly in the public sector, choose to work with us, year after year. This is a testament to our dedication to our customers' satisfaction.

Account managers focus on learning their customers' processes, requirements, needs, and challenges. For larger, enterprise class accounts, there are multiple Account Managers assigned to those accounts. These teams work as a team to make sure you receive the highest level of customer service. This allows them to provide expertly the following services to agencies:

- o Registration assistance to participate in National IPA
- o Contacting customers and notifying them of the benefits of the contract
- o Pre-sales consultation, including providing product and system compatibility information
- o Providing industry - specific insight on technology solutions
- o Acting as a quality control check by reviewing and approving all quote requests
- o Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options
- o Coordinating any special delivery requests, including emergency orders
- o Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- o Keeping updated and available to assist in developing a service solution
- o Facilitating communication between the customer and National IPA, as needed

CDW•G ensures Account Managers are supported by a network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

Sales Manager	Sales Managers lead a team of Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. They visit customer site(s) for business planning and discussions of future projects, as needed. They also assist Account Managers with expedited orders and problem remediation.
Business Development Manager	Our public sector also has Business Development Managers who focus on aligning with our customers. Their main role is to work with customers' procurement teams to review current contracts, align with strategic initiatives that the procurement team is looking to roll out, act as project manager for B2B integrations and a main point of contact to help resolve issues.
Field Account Executive	Field Account Executives ("FAE") work in tandem with Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. Each FAE is dedicated to a specific region and industry, and provide onsite visits to customers in communities across the country. Their site visits include business reviews and other meetings, as needed. FAEs also work with System Engineers to provide onsite road mapping, project development, and technical expertise.
Solution Architects	Customers also have dedicated Solution Architects (SA) for each of their service solution needs. Solution Architects are dedicated to specific Account Teams and are the expert in supporting our customers with the appropriate service resources and tools including deployment technicians, project management and implementation engineers. The Solution Architect works closely with CDW•G customers to accurately

	scope project requirements, making certain we provide the specific skills, proper staff and solution needed to fully service the customer. Upon agreement to move forward with the service offering, the Solution Architect hands off the service delivery to the customer's dedicated CDW•G Project Coordinator and/or Project Manager to ensure successful execution.
OEM Specific Resources	Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.
Program Manager	Program Managers launch and manage contracts once awarded. They are a valuable resource to Account Managers, training Account Managers in the contracts scope and guidelines, provide contract information and updates, and assist with Extranet/Premium page issues.

d. How are problems resolved?

CDW•G Response: CDW•G Account Managers assist their customers in resolving any issues and is the primary point of contact for problem resolution. Your Account Manager has extensive relationships with our OEM partners and have internal processes to escalate your problem to the appropriate resource with our partners. Your Account Manager, being your primary point of contact, will address or route to his support team issues regarding:

- Customer service requests
- Quote and order issues
- Billing problems

If your Account Manager is unavailable to assist you, he/she will escalate your issue to their Sales Manager. If for any reason their Sales Manager is unable to resolve the issue, they will escalate the problem to their Director or the segment Vice President, if needed.

You may contact CDW•G's Customer Relations department at either 866-782-4239 or CustomerRelations@web.cdw.com. A representative will be assigned to your case, based on their skills and expertise, who will then engage the resources necessary to resolve your issue. CDW•G tries to resolve all issues within 24 hours.

If a problem is in regards to an Account Manager, we encourage customers to contact the Account Managers Sales Manager.

e. What are the location and hours of your call centers?

CDW•G Response: We have call



centers in North Las Vegas, NV; Vernon Hills, IL; Phoenix, AZ; Shelton, CT; Tampa, FL; Reston, VA; and Eatontown, NJ. Their hours of operation are 6am-8pm MST.

We strive to make it easy for our customers to get in touch with us. From your dedicated Account Manager to our customer service team, we have multiple options available to our customers to address your needs. CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. Our customer service team assists customers to ensure the product is working as the manufacturer intended and work with them in case of any issue. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first

f. What response time is guaranteed when a customer service request is made?

CDW•G Response: Response depends on the seriousness of the request made but typically CDW•G makes every effort to respond to all Customer Service Requests (CSRs) within 24 hours. CDW•G understands some requests are more urgent than others, and utilizes a detailed incident management process for critical systems. Severity level dictates the response time of this practice and employed for issues with our own network services, co-located systems, hosted solutions, websites, or our Internet services.

We constantly monitor our customer service process, ensuring we are continuing to meet the needs of our customers. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Additionally, Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative per month to ensure representatives meet quality standards and that we provide proper training. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).

g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

CDW•G Response: Yes, we focus continually on improving our ability to provide the best service and products in the industry to our customers. Most inquiries and issues are resolved by your Account Manager. We have an internal customer assistance network (ICAN) that supports your Account Manager in providing you with optimal customer service. Our internal network helps your Account Manager resolve issues with: purchasing, drop ship, new items, and distribution. This internal network strives to resolve issue in 3 hours or less. Beyond your Account Manager, we have a number of corrective processes in place which include:

- o Our Purchasing Department monitors return rates on purchased products to look for quality issues.
- o We aim to respond to Return Merchandise Authorization (RMA) requests within 24 hours.
- o When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we make adjustments and evaluate process changes, as needed.
- o The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.

- o Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

We offer many ways for our customers to provide us with their feedback, the primary avenue being the website (www.cdwg.com/content/about/cdw-reviews.aspx). The results have been overwhelmingly positive, with customers rating their experience with CDW•G 4.6 stars out of 5. We also survey our customers to understand how we can meet their needs better. In 2016 we added three additional surveys to better respond to our customers. We've begun to specifically survey our customers' opinions in the following additional areas:

- o Sales Contact Center
- o Customer Relations
- o Advance Technology Services

CDW•G conducts monthly loyalty surveys to measure the customer's perception of CDW•G. We utilize these surveys to collect information for several internal departments including shipping, billing, and customer relations. We select customers on a random basis to participate in the surveys. If a customer ranks us "poor" or "fair", then the appropriate CDW•G department contacts the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. This fortunately is rare, as the majority of end-users express favorable survey comments. The positive comment that we receive most often is "*CDW•G is extremely customer focused*".

h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any costs associated.

CDW•G Response: We will work with you to hold and warehouse your products in our distribution center for a pre-arranged period of time, depending on your project needs. CDW•G will purchase your products from the OEM or distribution channel partners and perform any required configurations. At that point, we will hold your products at our distribution center until you are ready for them. With 48 hour notification, we will prepare your order for shipment and release your order based on your schedule.

Typically customers will pay upfront for this service: one charge for the space to hold your purchase and one charge for the labor. Space and labor fees are based on the factors such as the pallet space required, the amount of time you request to hold your products in our warehouse, and the timeline for your product shipments. These fees are negotiated prior to warehousing your purchases and your Account Manager can provide you with more information on our holding and warehousing capabilities

12. Describe how your company will assist customers in navigating OEM warranty process.

CDW•G Response: Your Account Manager will assist you in navigating the OEM warranty process. Products sold by CDW•G come with the manufacturer's standard warranty and the City of Mesa customers can contact our Technical Support Department for technical support on hardware purchased from CDW•G. We provide technical support on the products that we sell for up to two years from the date of purchase. If the Technical Support representative

determines the customer needs warranty support, they connect them to the manufacturer's warranty department.

CDW•G offers a number of product lifecycle support options in addition to manufacturer warranties. This suite includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Help desk services

We send warranty expiration emails to our Account Managers, who then inform their customers when their hardware protection is about to expire. Account Managers assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

13. Describe how your firm will notify customer of new products.

CDW•G Response: As technology is constantly evolving, there are always new products and services coming to market. Our customers depend on the latest technologies to make their enterprises run more efficiently and CDW•G prides ourselves on being on the forefront of technical development in the IT industry and our relationships with top manufacturers often results in advanced notification of upcoming releases of new products. Our website, www.cdwg.com, is constantly updating with new products and services that we offer to our customers. Our live catalogue is updated daily and you can browse our most current products and services.



As a contract customer, we deploy a number of ways to keep you informed. Via our website (www.cdwg.com) and your Premium Page, you will be able to view the latest technologies available to you and pricing options to help you make better-informed purchasing decisions. They are constantly up-to-date on the most current and emerging technologies. Be it your Account Manager, our website, or your Premium Page, you can be sure that we will work tirelessly to keep you informed of ways to improve how you do business and which solutions best fit your needs.

14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).

CDW•G Response: We often receive advance notification from manufacturers when a product is nearing end of life, and we make every attempt to communicate these changes to customers who may be affected. Your Account Manager will be the first source of updates on products that are nearing end of life. Because we maintain a live catalogue on our website, you will also be able to see in real time which products that we offer are nearing end of life. Your Account Manager also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, they assist customers in finding substitute products that will help customers achieve the same business results.

15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?

CDW•G Response: Your Account Manager stands ready to help you navigate this process. They receive regular trainings on new products and technologies from OEMs, receiving OEM certifications as trained, certified experts which enable them to assist their customers. We encourage customers to contact their Account Manager when technical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their Sales Manager, or connect the customer to our help desk. CDW•G customers can also contact our technical support team directly from our website or their Extranet site, in a variety of ways including email, chat, and telephone. Our technical support team is available Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.

16. Describe what other services you offer that would be applicable to this contract (e.g. cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)

CDW•G Response:

Available Services	
Cloud	Our cloud services will enable you to grow as cloud solutions change and evolve over time. We have been at the forefront of the emerging virtualization technology and are well-positioned to advise you on the Cloud Solution that best fits your needs. We are vendor neutral and we currently work with over 40 cloud solution providers. We offer a range of Cloud Solutions and will work to make sure that you receive the most cost-

	effective solution. Some of our Cloud Solution services include: • Planning Services • Migration Services • Integration Services • Managed Services
Maintenance	CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following: • Warranty extensions and upgrades • Post-warranty support • Accidental damage protection • Maintenance contract agreements (conterminous, break/fix, and retainer) • Post-sale technical support • Product and certification training • Help desk services
Implementation	Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.
Design	Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and can perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.
Consulting and Analysis	Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their system.
Training	CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focuses on designing bullet-proof

	solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.
Repair	In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers: • Acer • Apple • Fujitsu • HP • IBM • Lenovo • Service Net • Sony • Toshiba
Asset Tagging/ Configuration	We provide asset tagging and configuration services To better help our customers protect their assets and to ensure that you have an accurate accounting of your inventory. We provide multiple asset tagging options: From serial or part numbers, to location or manufacturer, your equipment can be asset tagged using our CDW•G asset tags or your own tags, customized to your specifications. We can configure your equipment in our Configuration Centers according to your needs so that your products come ready to use out-of-the-box. These services will save you time and increase productivity. Your Account Manager will help you determine which options are the best fit for you.

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

17. Describe options for leasing and financing and the various payment methods accepted.

CDW•G Response: CDW•G has a department dedicated solely to assisting our customers with their leasing needs. We take a vendor agnostic approach and CDW•G's leasing team can work with the City to find the best leasing option that fits within any unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing,

the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. With a lease, you can choose to add to your lease term; and once you choose to end the lease, you often have the option between purchasing and returning the equipment.

CDW•G's Leasing Team helps members navigate through all the available leasing providers to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our leasing partners, such as our 2014 HP PartnerOne Financial Services Partner of the Year Award. Often, we are able to leverage our relationship with our partners with more advantageous rates or terms. For Members that have diversity requirements to meet, we can recommend our WBE certified leasing partner, Commonwealth Capital Corporation.

We'll incorporate leasing into our sales team trainings for the contract, so that sales can recognize opportunities where leasing would benefit the members and to be able to speak to the different lease options available.

We are also able to accept payment via the following methods: Credit Cards (American Express, Discover, MasterCard, Visa), Checks, EDI, EFT (Electronic Funds Transfer), and Procurement Cards.

Tab 3

Pricing Forms

- 1. Provide price proposal as requested on the Pricing Document (Attachment A- “National TAB”) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.**

CDW•G Response: The central metric in a pricing structure is the index from which that price is derived. CDW•G utilizes our Nationally Advertised Price (NAP) as the starting point in our price proposal. Contrasted with traditional MSRP (Manufacturer’s Suggested Retail Pricelists) which does not reflect market conditions and therefore does not change, our NAP pricing is scaled and adjusted to remain competitive in the marketplace. Our customers can be sure that the pricing quoted is the most up-to-date and competitive available.

To provide National IPA with a complete catalog offering, CDW•G is proposing contractual pricing to be factored by applying discounts to CDW•G’s product taxonomy. This approach ensures a complete catalog offering, provides the greatest breadth of product offering, as well as an easy “on-ramping” as new product and technologies are introduced. For ease of evaluation and to be compliant with the RFP requirements, CDW•G has conformed to the City of Mesa’s product taxonomy in the market basket as well as the National Discount sections of the price proposal, however the resultant contract will be managed utilizing the CDW•G Category table listed below:

CDW•G Categories	Discount
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
PC Compatible Desktop Computer	2.10%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%

Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, the total annual spend, etc.

CDW•G Response: Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW-G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

Per the requirements of the solicitation, Attachment A- Pricing Forms is included and attached in Excel format.

Tab 4

Qualifications (Abilities, Experience, and Expertise)

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.

CDW•G Response: In 1982, 28-year-old, strapped-for-cash Michael Krasny placed a \$3 classified ad in the Chicago Tribune for his IBM personal computer. After a flood of offers and a \$200 profit, he had an idea. Krasny formed MPK Computers and he became a computer broker. This company later became CDW. Krasny's goal was to make CDW the most successful seller of IT products in the U.S. Some of his first tasks to solve customers' problems include establishing a computerized database of product and customer info, creating algorithms to gauge product sales and demand, and a hand-operated warehouse roller to fill backlogged orders.

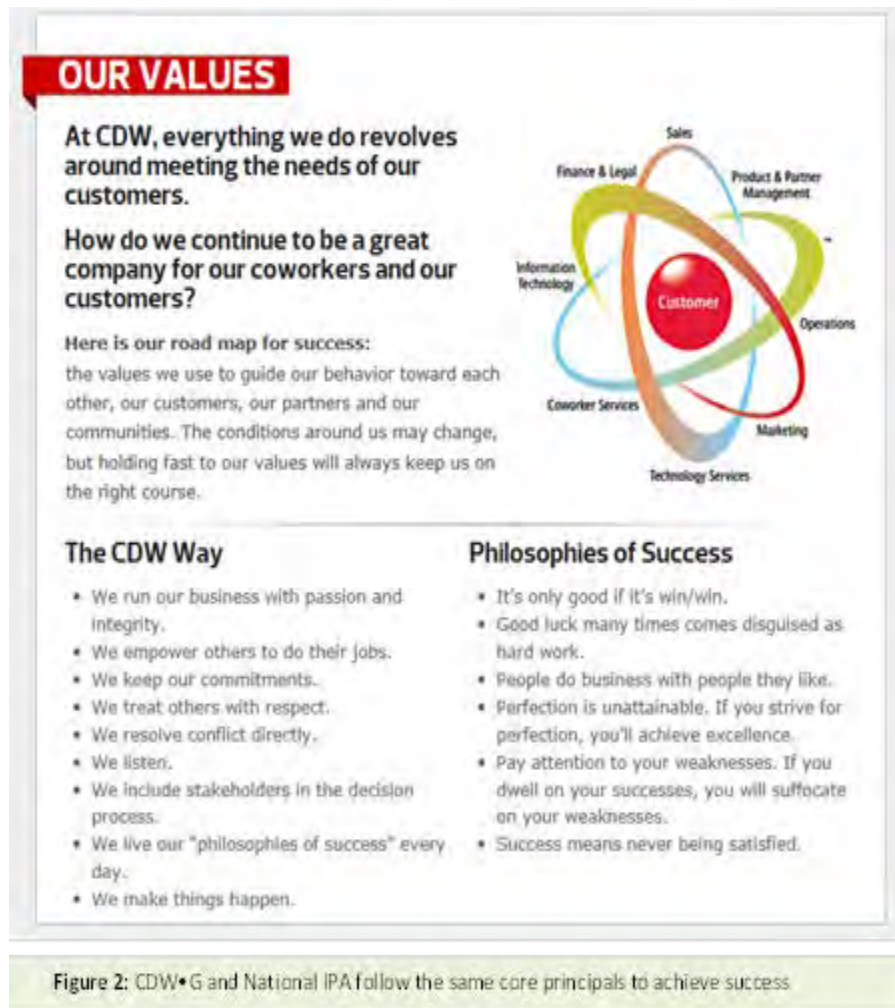


Michael Krasny compiled a list of guiding principles—principles that remain at the core of every decision CDW makes today. We believe the reason the National IPA/CDW•G relationship is so successful is because our values and philosophies practically mirror the values that make up the National IPA Way.

Our values begin with the belief that “People do business with people they like.” This is why we recruit top IT graduates, hire the industry's most experienced technology experts, partner with business entrepreneurs and educators, and engage military veterans with battlefield experience. It's because we want to support our customers with talented people who have not only walked a mile in their shoes but are committed to providing solutions that work.

CDW's way of business hasn't changed much since '82. We are still recognized by the hybrid business model developed by Krasny, a perfect blend of distribution and IT solutions provider in one knowledgeable force. We still practice a healthy dose of self and competitor evaluation, going from area to area looking for our weakest links and turning them into strengths. In fact, it is from this idea that CDW•G was born. We realized that neither we, nor our competitors, we're doing a great job of providing the segment-specific support to our public customers that they needed, or deserved. So in 1998, CDW•G was established, providing our government and education customers insight and expertise that fit their specific needs. In 2005, we incorporated healthcare segment into this mix.

We continue to use our innovative tools and our deep relationships with our customers and vendor partners to evolve our business as our customer needs dictate, such as our



expansive cloud portfolio. Proof this approach is working is our \$13.9 billion in sales for 2016 and our growing customer base of over 350,000 valued organizations.

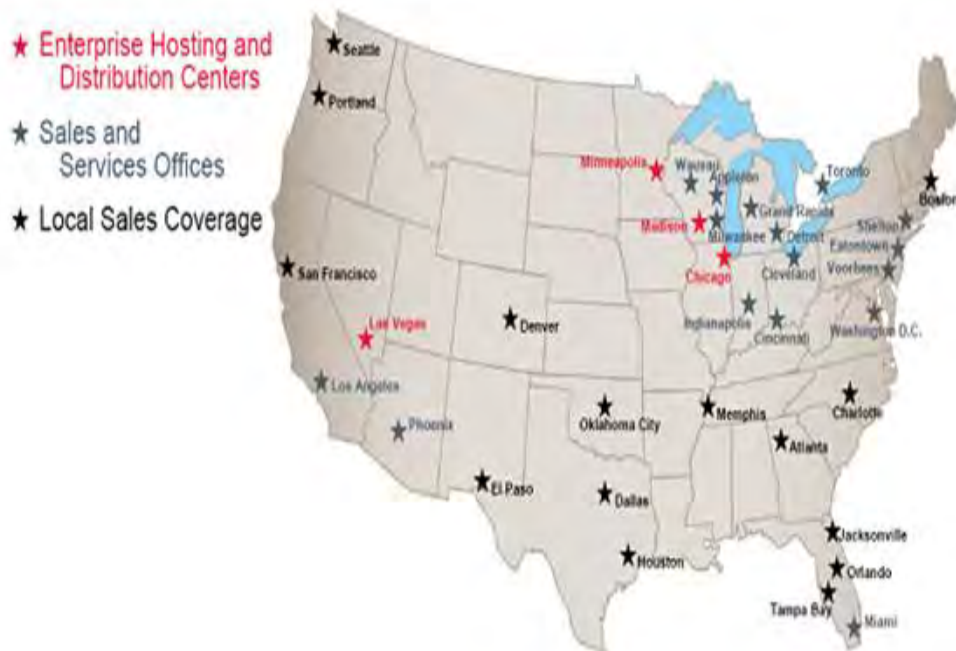
Many customers have remained loyal to CDW•G for decades because they know we aren't satisfied with past successes. Instead, we've been focusing on providing advanced solutions and service in areas like cloud computing, mobility, security, virtualization and networking.

2. Provide the total number and location of sales persons employed by your firm.

CDW•G Response: CDW•G currently employees 1456 coworkers in 43 different locations nationwide. Over 840 of our CDW•G sales force are Account Manager, with an additional 65 Field Account Executives dispersed throughout the country.

3. Provide the number and location of support centers (if applicable).

CDW•G Response: Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



4. Provide public sector sales figures for 2014, 2015, and 2016 and the percentage mix of hardware, software, and services.

CDW•G Response: Below you can see evidence of National IPA Contract sales growth. The growth rates of National IPA exceed the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

National IPA Contract Sales		
Year	Sales In Millions	% of Growth
2008	\$4	N/A
2009	\$21.7	442.50%
2010	\$44.1	103.20%
2011	\$83.3	88.90%
2012	\$99.4	19.30%
2013	\$113	13.68%
2014	\$160.1	41.68%

2015	\$253.7	58.46%
2016	\$390	53.72%

5. Please submit you FEIN and Dun & Bradstreet report.

CDW•G Response: CDW•G FEIN: 36-4230110.

Dun & Bradstreet numbers:

CDW LLC: 10-762-7952; CDW Government LLC: 02-615-7235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

CDW•G Response: CDW•G holds a number of similarly structured contracts. Since 2008, we have grown our contract with National IPA, as evidenced in the chart above, and have demonstrated success in broadening and promoting the National IPA contract. Over the past eight years, National IPA contract sales have consistently grown, year after year, most recently reaching \$390M.

For our references we provide customers that can attest to our abilities of both managing this contract, and to addressing and meeting their needs as our customer. We provide contact information for these customers in a separate, confidential file.

7. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments are preferred.

CDW•G Response:

Kern High School District- Business Services	
Contact	[REDACTED]
Address	5801 Sundale Avenue, Bakersfield CA 93309
Phone	[REDACTED]
[REDACTED]	[REDACTED]
Date of Service	2014-today
Culpeper School District	
Contact	[REDACTED]
Address	450 Radio Lane, Culpeper VA 22701-1521
Phone	[REDACTED]
Email	[REDACTED]
Date of Service	2005-today
Los Angeles Superior Court	
Contact	[REDACTED]
Address	111 North Hill Street, RM 105D Los Angeles, CA 90012-3219
Phone	[REDACTED]
Email	[REDACTED]
Date of Service	2013-today

- 8. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.**

CDW•G Response: The City's two primary customer service representatives' resumes can be found in Tab 7 "Appendix." Below are the references for each:

References	
Mark Ellis, Manager- Program Management	Pat O'Brien, Field Sales Manager
Ohio Council of Educational Purchasing Consortium Elmo Kallner- Contact ekallner@mail.mecdc.org 614-579-2669	City of Tucson Marcheta Gillespie- Contact Marcheta.Gillespie@tucsonaz.gov 520-791-4217
Green River Regional Educational Cooperative Ann Burden- Contact Ann.burden@grrec.org 270-563-2113	National IPA Ken Heckman- Contact Ken.heckman@nationalipa.org 615-289-8561
National Joint Powers Alliance David Duhn- Contact David.duhn@njpacoop.org 218-894-5469	City of Jacksonville/Jacksonville Transit Authority Bursey Armstrong- Contact bjarmstrong@jtafla.com 904-630-3167

- 9. Provide information regarding if your organization ever failed to complete any work awarded.**

CDW•G Response: At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause

- 10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

CDW•G Response: Though CDW•G has been involved in litigation, it has not nor is it expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies.

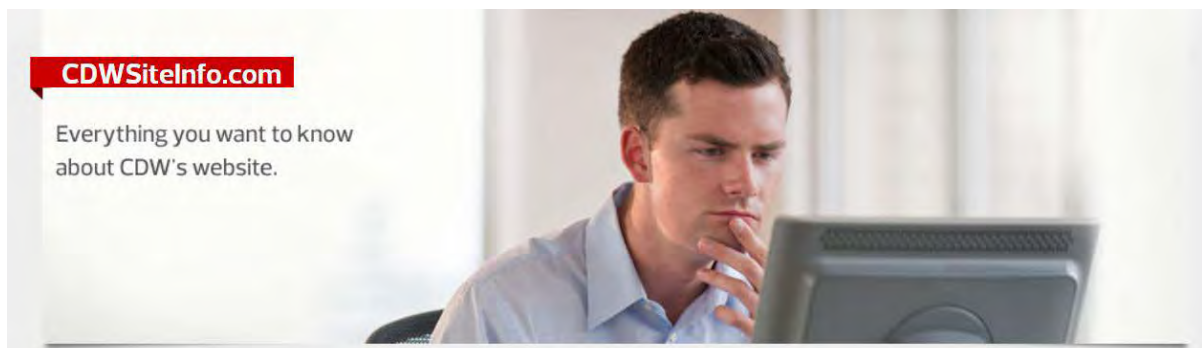
Tab 5

Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
 - a. to search for products
 - b. to find alternate products (if a certain product is not available)
 - c. to perform side-by-side price comparison of products
 - d. to order products
 - e. to track order status, to include backordered items
 - f. to determine when an item was received and who received it
 - g. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
 - h. to create approval paths/levels for orders, to include creating an approval path for restricted items
 - i. to create “favorites” list or subscribed purchases other personalized list of frequently ordered items
 - j. to create a “shared” list for an agency to use
 - k. to obtain online customer service
 - l. to receive online training
 - m. to accept credit card payment (and describe the level of data offered; also describe your security measure for credit card orders)
 - n. to track their budget for purchases
 - o. to generate reports

CDW•G Response: Each Agency utilizing the contract has their own customized Extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost. We have enabled more interactive information about updates to the website via <http://www.cdwsiteinfo.com/>.

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:



Speed — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

Information — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

Reporting — As a rich source of detail on purchase history, license agreements, and asset tracking, your Extranet site lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

Extranet Features

We provide specific features of a customized extranet below:

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special prequalified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Account Team — Access Expert Support with a Personal Touch

Your extranet page allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. The page displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

Online Quotes — Create, Review and Place Orders in Minutes

Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

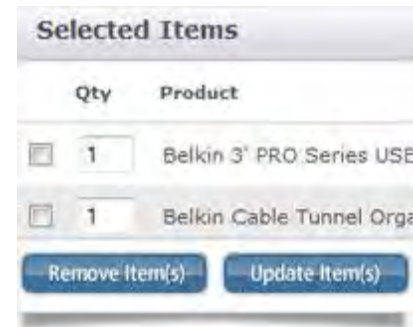
Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. The

extranet page also allows customers to perform quick product searches and to “comparison shop” by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

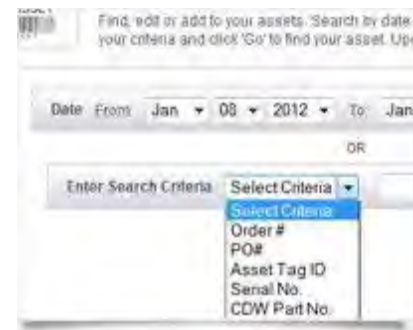
Catalogs and Custom Catalogs – Limit Product Purchase Rights

The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency's custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.



Asset Management — Follow Asset-Tagged Hardware throughout Agencies

Your extranet page provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.



Account Linking — View, Place and Track Orders from Multiple Addresses

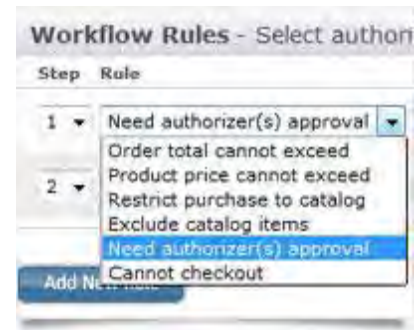
Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

My Purchases — Track Order Status and Purchasing History Instantly

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return Merchandise Authorization (RMA).

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

The extranet page also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.



Product Finders — Easily Find the Right Accessories and Supplies

CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure

compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

2. Describe additional functionality offered by your website. Provide screenshots, a demo “CD/jump drive,” demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

CDW•G Response: The City can review the current contract's CDW•G Premium Page at www.cdwg.com/nationalipasolutions. When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit <http://www.cdwsiteinfo.com/extranet-video/>.

The Extranet is not the only site we offer helpful tools to our customers, our main page, [cdwg.com](http://www.cdwg.com) has a plethora as well. For a tour of this site's functionalities, visit <http://www.cdwsiteinfo.com/cdw-site-tour/>.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

3. Describe any national awards and/or other recognition that your website has received.

CDW•G Response: In October 2015 CDW•G was ranked No. 8 on the list of America's 500 largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

CDW•G Response: CDW•G does not have any scheduled extranet down time. Our website's availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. We advise our customers on any significant changes 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

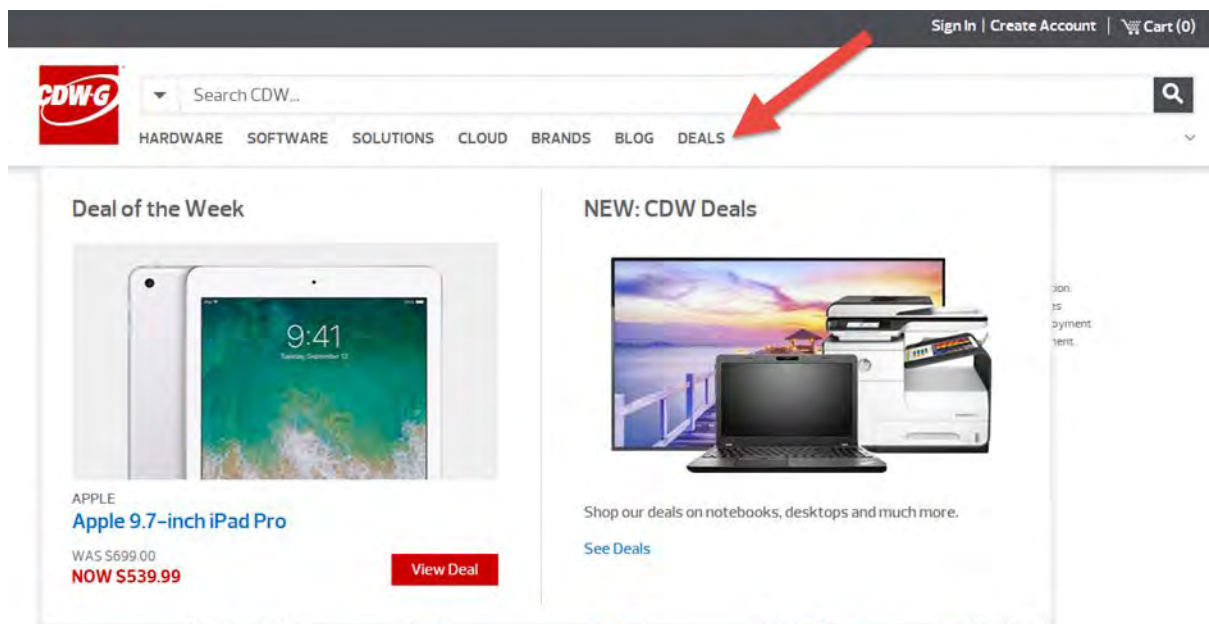
5. Does your website offer real time product availability?

CDW•G Response: Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one-to-four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

6. How does your company leverage your website to inform customers of the additional savings that may be available?

CDW•G Response: Our website has a dedicated tab for informing our customers of additional savings and deals that are available to them. Under the "Deals" header, as shown below, we advertise discounted products and pass this on to our customers. Deals span all product categories and manufacturers, and we inform our customers if a specific OEM is running a particular deal. We strive to pass on value and savings to our customers, and this is another way our website keeps our customers updated and apprised of our latest offerings.



7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

CDW•G Response: CDW•G's website generates a number of customer email confirmations including quote and order confirmations, notification of back orders, and shipment notifications. National IPA members can enroll in paperless billing to receive credit card invoices via email, and reminders to order frequently used products. Order status information is available 24 hours a day on our Quick Order Status tool.

8. Describe the registration process to set up new customers for you online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

CDW•G Response: Yes, self-registration is available. Additionally, your Account Manager will be happy to walk you through the registration process and ensure that you're properly entered into the system. Your Account Manager are trained to enroll new customers to access the National IPA contract, should our customers need immediate access. A confirmation number is generated and sent to your Account Manager who will then then provide this confirmation and the customer's CDW•G account number to your dedicated Program Manager, who immediately adds them to the system for contract access. Jumana DiHu, your Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA.

If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers will provide any registration assistance.

9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.

CDW•G Response: Your Extranet account can be customized to your exact specifications. We can include your favorite items, frequently purchased products, bundled items. Your site will be tailored to your needs. The site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City. Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:

Quick Cart – Enables users to add items directly to their cart by typing in the CDW part number.

Account Team – Displays the "In/Out" status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

News – Provides additional information on extranet tools and enhanced features.

Promotions and Updates - Shows current promotions and updates to technology solutions.

Featured Products – Highlights specific products and solutions.

Recent Orders – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

Contracts – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

Bundles – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company's standardized solutions.

Individual Products – Allows administrators to highlight products for quick and easy access.

Comparison Charts – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

Links – Lets users maintain easy access to manufacturer websites and other helpful online destinations. There are links to additional extranet features that are only a click away. These features include:

My Purchases – Offers a full breadth of tools to track order status, purchase history, and financial information.

Security Settings – Enables administrators to restrict users' access to specific functions.

Asset Management – Enables you to create and download a detailed report of your organization's hardware assets that have been asset tagged.

Software License Tracker – Simplifies software license management and reduces the risk of noncompliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for preauthorization, and convert it to a live order.

Purchase Authorization – Automates approval process and manages users' purchasing power.

Custom Catalogs – Displays only products approved for purchase by your organization.

Online Chat – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

10. Describe the types of online reporting that are available. Is customized reporting available?

CDW•G Response: CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use.

The City of Mesa authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet. Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered

- Purchase Order#
- Purchased by

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

11. Describe your online return process (if available).

CDW•G Response: In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number. The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals. Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

CDW•G carries many more highly customizable products than what we have historically carried on this contract. A uniquely customized product is not as simple to return as an off-the-shelf product. Once a product has been customized, we are unable to return it to the OEM ourselves; that activity must be handled directly between the purchaser and the OEM. Therefore, CDW•G proposes the following return policy:

- o Except for certain products that are uniquely customized to City specifications, which shall be indicated at the time of Quote, all defective products shall be identified within thirty (30) days of receipt and will then be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
- o Uniquely customized products are typically indicated by the inclusion of the designation "CTO," "BTO" or "Customer's Name" in the product description of the item. When providing a quote for products that are uniquely customized to City specifications, Contractor shall include the following statement on the quote: *"This quote contains a custom item, this item may not be able to be returned, depending on manufacturer restrictions."*

More often than not, we are able to find a return remedy - even in the case of customized products. To ensure customer clarity around returning customized items, we will instruct our Account Managers to discuss the return policy with the customer during the building process for customized solutions, if they are not already doing so.

12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?

CDW•G Response: CDW•G has implemented eCommerce solutions with over 72 eProcurement partners, for over five thousand customers on most of the major purchasing platforms. There is no charge for integration support, unlike some of our competitors.

CDW•G has overseen cXML and OCI Punch-Out solutions since 2001, with over 8,000 integrations to date. These integrations make up a quarter of our web business. There are three teams that span the eCommerce/IT/Sales departments that are solely dedicated to eProcurement integration projects.

We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems. There is no additional charge for these services.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

FTP (File Transfer Protocol)

CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

EDIINT-AS1

This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

EDIINT-AS2

This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

HTTPS (HyperText Transmission Protocol, Secure)

This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

VAN (Value Added Network)

A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.

13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

CDW•G Response: The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over \$2 billion per year in transactions. Additionally, the website is estimated to assist with another \$4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

Tab 6

Other Forms

The following forms should be completed and signed:

1. Vendor Information Form
2. Exceptions & Confidential Information Form
3. General Questionnaire Form
4. Lawful Presence Affidavit
5. Respondent Certification Form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation.

CDW•G Response: CDW•G's response to these forms follow this page.



REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: CDW Government LLC

Doing Business As (if different than above): _____

Address: 230 North Milwaukee Avenue

City: Vernon Hills State: IL Zip: 60061-9740

Phone: 800-808-4239 Fax: 847-419-6200

E-Mail Address: _____ Website: www.cdwg.com

DUNS # 02-615-7235 State Where Business Entity Was Formed: Illinois

Remit to Address (if different than above): _____ Order from Address (if different from above): _____

Address: 75 Remittance Drive, Ste #1515 Address: _____

City: Chicago City: _____

State: IL Zip: 60675-1515 State: _____ Zip: _____

Contact for Questions about this bid:

Name: Cale LaSalata Title: Proposal Specialist

Phone: 203-851-7211 E-Mail Address: calelas@cdw.com

Day-to-Day Project Contact (if awarded):

Name: Pat O'Brien Title: Field Sales Manager

Phone: 847-371-5584 E-Mail Address: patobri@cdwg.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☐ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____%

☒ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: 07637419- State of Arizona
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐

No exceptions

☒

Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

Confidential/Proprietary Information (mark one).

☐

No confidential/proprietary materials have been included with this Response.

☒

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

Exceptions

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
9 / Scope of Work page 16	DEFECTIVE PRODUCT. All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.	CDW•G seeks the following alternate language: All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification, <u>when such products are in Supplier stock.</u>	
1.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 3	Suppliers are required to pay an administrative fee of 3.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).	CDW•G seeks the following alternate language: Suppliers are required to pay an administrative fee of ~~3.02~~ % (<u>Administrative Fee Percentage hereinafter defined</u>) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. . . .	
2.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 5	Pricing Commitment Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	CDW•G seeks the following alternate language for this section: Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) ~~to~~ Public Agencies nationwide and further commits that if a Participating Public Agency ~~is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~	
2.3/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 5	Sales Commitment Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration	CDW•G seeks the following alternate language for this first sentence: Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide.	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.		
3.3. E / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 7	E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive contract	CDW•G seeks the following alternate language: Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. No cost to participate iii. Non-exclusive contract	
7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	CDW•G Seeks the following alternative language to replace existing language: Each Party ("Indemnifying Party") shall defend the other party and the other party's officers, directors and employees (each, an "Indemnified Party") from and against any claims, demands, actions, lawsuits, and proceedings asserted or made against the Indemnified Party (each, a "Claim") and shall indemnify and hold harmless the Indemnified Party from and against any loss, damage, cost, and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement to the extent that the Claim is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party during the performance of the Services and that the Claim arises either from an action brought by an unaffiliated third party for death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the good(s) or software or from the data processed thereby. The obligation of the Indemnifying Party under this Section is	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
		contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any Claim's defense or settlement; (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense; and (iii) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party. NEITHER CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CITY FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.	
12/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 11	An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of __ percent (__) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public	CDW•G Seeks the following alternative language to replace existing language: <u>All sales shall be subject to a</u> An "Administrative Fee" ~~shall be~~ defined and due to National IPA from Supplier in the amount of <u>two</u> ~~__~~ percent ~~(__%)-(2%)~~ , <u>except Software and Chromebook product categories which will incur no fee</u> ("Administrative Fee Percentage"), <u>__</u> multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Agency's Contract Sales.	identified Participating Public Agency's Contract Sales.	
13/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10 th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion	Due to the high volume of transactions anticipated on this program, CDW respectfully requests 15 business days to produce reporting and payment of any Administrative Fees, and therefore seeks the following alternative language to replace existing language: Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the ~~10th~~ <u>15th business</u> day of the following month. . . .	
15/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed,	CDW•G Seeks the following alternative language to replace existing language: Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. <u>Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is</u>	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.	<u>limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.</u> In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by ~~National IPA Supplier~~ . In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, ~~and reimbursement of National IPA's costs and expenses related to such audit.~~	
16/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.	CDW•G Seeks the following alternative language to replace existing language: This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of <u>the CSO (hereinafter defined)</u> , this Agreement, ~~and the Master Agreement~~ , as between National IPA and Supplier, the provisions of <u>the documents will control in the following order: the CSO, this Agreement, and the Master Agreement shall prevail.</u> <u>With regard to third party cloud computing and storage services, the Third Party Cloud Computing and Storage Services terms, as set forth in Attachment B shall govern. CDW Government LLC ("CDW") acts as a rebiller only and has no control over the delivery of the cloud computing and storage services.</u>	
10/ Attachment D, National IPA	WITHOUT LIMITING THE GENERALITY OF THE	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
Requirements for Cooperative Contract, Exhibit C, page 16	FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.	foregoing, CDW Government LLC is not a party to this Agreement nor is it a third-party beneficiary thereto. <u>Furthermore, it is the express intent of the National IPA Parties that the Agreement shall not establish any third party beneficiaries or third party rights and that the Agreement shall only benefit the National IPA Parties (and the Affiliates thereof).</u>	
4/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to Solicitation, page 25	In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 2. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 3. Solicitation including any addenda; and 4. Contractor Response	CDW•G Seeks the following alternative language to replace existing language: In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Contractor Response 2. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 3. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 4. Solicitation including any addenda; and	
8/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to	8. Requirements Contract. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum	CDW•G Seeks to add the following sentence to the end of this paragraph: For purposes of this Section, a “reasonable period of time” shall mean 24-48 hours after Supplier receives a purchase order.	

TAB 6 -

Other Forms—Exceptions & Confidential Information

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
Solicitation, page 28	or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.		
9.c.iv/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 33	The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the foregoing, any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.	
13/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 34	AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by	CDW•G Seeks to add the additional language proposed in Section 9.c.iv above to the end of this paragraph.	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City		
24/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	INDEMNIFICATION/LIABILITY. a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all third party liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement. b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification. c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.	Notwithstanding what is stated in this section, CDWG proposes that the terms and conditions proposed above in Section 7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10.	
25/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and	CDW•G Seeks the following alternative language to replace existing language: The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.	or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract. In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
		solely in the capacity as an independent sales agent. If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at http://www.cdw.com/forms/indemnity/app.asp.	
32/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.	CDW•G seeks the following alternate language for this section: Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and added).	

TAB 6 -

Other Forms—Exceptions & Confidential Information

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
35/Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.	The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.	



Confidential Information

The following parts of our response are exempt from public disclosure. Subject to applicable state law, we request that the information detailed below be treated as confidential.

Exemptions from Public Disclosure Confidential Information		
Page	Lines	Reasoning
Tab #2 Pages 23-24	Page #: Requirement #4, p. 23 -24 Starting at "CDW-G's Supplier" Page #: p. 23 (Requirement #4) Ending at "Reporting Capabilities," p. 24	Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No
2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
If no, specify number of days for delivery _____
3. Payment terms. Payment Due (Not less than net 30 days): 30 days
Payment Discount of _____% if invoices are paid within _____ days of receipt.
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)
Discount for Procurement Card Purchases? _____%
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- ☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- ☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- ☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- ☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- ☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- ☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- ☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- ☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- ☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- ☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.



Signature

Christina V. Rother

Print Name

10/17/17

Date

CDW Government LLC

Business/Company Name

Verification of Attachment by City Staff:

Signature Date

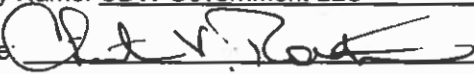
RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: CDW Government LLC

Signature: 

Printed Name: Christina V. Rother

Title: President, CDW•G

Date: 10/17/17

ATTACHMENT C **RESPONDENT QUESTIONNAIRE**

Respondent Company Name/ DBA: CDW Government LLC	
Years in business providing similar services: 33 years	
Contractor's License No(s): N/A Type: (Submit a copy with the Response)	
Number of employees at location that would serve under a contract from the Solicitation: N/A	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name: Kern High School District- Business Services	
Contact Person: Sandy Castorena	Phone: 661-827-3321
Address: 5801 Sundale Avenue Bakersfield, CA 93309	Fax:
	E-Mail Address: Sandy_Castorena@kernhigh.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided: 2014-today.	
Firm/Government Agency Name: Culpeper School District	
Contact Person: Maria Weiss	Phone: 540-829-2120
Address: 450 Radio Lane Culpeper, VA 22701-1521	Fax:
	E-Mail Address: mweiss@culpeperschools.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
Firm/Government Agency Name: Los Angeles Superior Court	
Contact Person: Rachel Cavazos	Phone: 213-633-0136
Address: 111 North Hill Street, RM 105D Los Angeles, CA 90012-3219	Fax:
	E-Mail Address: RCavazos@lacourt.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
List any other information which may be helpful in determining your qualifications for a potential contract:	



75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 1, 2017

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Tab 7

Appendix

Mark A. Ellis

Work Experience CDW•G

CDW•G Manager, Program Management

October 2016 - Present

- Manages a team of 15 people responsible for State & Local, Higher Education and K-12 Contracts
- Responsible for Program Manager deliverables below as well as signature authority on behalf of the Program Management team

CDW•G Program Manager

March 2005 – September 2016

- Manages a contract portfolio and team that includes; Healthcare, Higher Education, K-12 and State & Local Segments.
- Provides Program Management support for contract vehicles to ensure compliance, minimize risk, and maximize contract revenue and profitability.
- Manages and develops direct reports to include: Deputy Program Managers and Contract Analyst.
- Responsible for a full range of contracts which face customers and/or partners (E.g., Master Purchase Agreements, Subcontractor Agreements, Stretch Agreements, and others.)
- Initiates and responds to requests for contract changes, product substitutions and/or technical refreshments.
- Drafts or reviews completed drafts of appropriate amendments and other contract documents throughout the contract life-cycle.
- Facilitates preliminary dispute resolution and coordinates with the CDW Legal department as necessary, to maintain customer satisfaction and bring prompt closure to certain contract disputes.
- Takes hands-on, developmental roles in all facets of proposal development, making bid/no-bid suggestions/determinations.
- Ensured contract deliverables reports are prepared, keeps abreast of contractual terms and conditions.
- Managed contracts to ensure maximum contract revenue and profitability
- Made contract modifications including price reductions, additions, discontinued products, replacements as well as version changes.
- Ensured price and supply agreements are in place from award through completion.
- Ensured that CDW•G is in compliance with government regulations, as applicable.

CDW•G Proposal Specialist

March 2003 – March 2005

- Delegated tasks among account managers, sales managers, systems engineers, field reps, vendors, service partners etc. throughout the proposal process.
- Analyzed RFPs and document potential gains, liabilities, terms and conditions
- Prepared a written response, articulating company capabilities, thoroughly addressing explicit and implicit customer needs.
- Crafted professionally written responses to proposal documents that specifically address customer requirements while positioning CDW•G for success
- Managed proposal schedule to meet deadlines
- Researched the customer to understand their environment, politics, limitations, hot points and other factors that will translate to a response that wins
- Reviewed and flags Proposal Documents for opportunities, liabilities, terms and conditions
- Reviewed responses for compliance, accuracy, content and impact to business; participates in review sessions with teammates to ensure the integrity of all documents and solutions
- Oversaw completion of pricing and non-cost items in the cost proposal, such as representations and certifications

CDW•G Account Manager

October 2001 – March 2003

- Handled and grew account portfolio that included all SLED customers in CDW•G Ohio Valley
- Served as lead Account Manager for Warren County, Ohio a \$1.7M account per year

Education

Indiana University - Bloomington

Bachelor of Arts – History

Minor – Business

Major Projects

CDW Emerging Leaders Program Participant

October 2015 – July 2016

- Participated and won the 2015-2016 Emerging Leaders Program with my team where we covered how we can better serve our CDW customers by providing a better experience with DCS Services.
- Worked with 4 other people, all in different locations collaborating on our goal of delivering a presentation to CDW's Executives on our final solution.

Patrick T. O'Brien

Education University of Illinois 1990-1995

Bachelor of Science – Sports Management

Florida Gulf Coast University 1997

Secondary Education Mathematics Accreditation

Work Experience CDW•G Vernon Hills, IL 2001-Present

Field Sales Manager, Government 2014-Present

- Responsible for customer relationships, territory strategy, partner alignment, and Coworker Development for all State and Local Field Sellers in Eastern US.
- Assist in developing short- and long-term performance goals, strategic direction, and business initiatives of our East State and Local Sales Team.

Regional Sales Manager, Government 2007-2014

- Driving force in successful awards to CDW•G of several state contracts including Ohio, Florida, and California.
- Manage a team of State and Local account managers in the Pacific region
- Responsible for Government sales across all technologies in the region
- Work with account managers to ensure customers are being properly serviced

Strategic Accounts Sales Manager, Healthcare 2006-2007

- Founding member of CDW Healthcare Division
- Lead Subject Matter Expert for contract proposal resulting in then largest contract in company history
- Responsible for developing, coaching, and supervising National Field and Inside Sales Staff

Sales Manager, Education 2004-2006

- Driving force in regionalization of Education sales team.
- Consistently managed highest percent of goal sales team in the division.

Account Manager, Government & Education 2001-2004

- Assisted in the development of new Account Managers
- Focused on helping customers with their technology purchases
- Focused on building relationships with customers to ensure they met their technology goals
- Developed new relationships within existing customers to bring them the value and benefits of CDW

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.



PARTICIPATING ADDENDUM

AMENDMENT 1

[hereinafter "Addendum"]

For

NASPO VALUEPOINT COMPUTER EQUIPMENT CONTRACT

Desktops, Laptops, Tablets and Related Peripherals

MASTER PRICE AGREEMENT NUMBER MNWNC-119

Between

Microsoft Corporation

[hereinafter "Contractor"]

and

The State of Nevada

[hereinafter "Participating State"]

(Participating State Contract Number: 8346)

Page 1 of 1

1. **AMENDMENTS:** All provisions of the original participating addendum resulting from Microsoft Corporation Master Agreement No. MNWNC-119 and the State of Nevada Contract No. 8346, remain in full force and effect with the exception of the following:

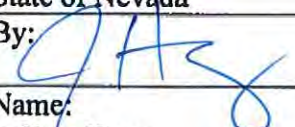
a. Contract is extended through March 31, 2020 or until the Participating Addendum is cancelled by the State of Nevada or until the Master Agreement expires or is terminated by the lead state.

2. **Participating State Modifications to the Participating Addendum:**

a. **Administrative Fee:** The State, at its discretion, in accordance with the terms of the Master Agreement, may implement an administrative fee of not more than 2% on contracts procured or negotiated by the Division of Purchasing. This fee may be assessed over the term of the contract period. Contractor will be provided with 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases made under the Master Agreement.

ALL OTHER PROVISIONS OF THE PARTICIPATING ADDENDUM BETWEEN THE STATE OF NEVADA AND SHI SHALL REMAIN IN THEIR ENTIRETY

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nevada	Contractor: Microsoft Corporation
By: 	By: 
Name: Jeffrey Haag	Name: Margaret Arakawa
Title: Administrator	Title: General Manager
Date: 3-21-2017	Date: 3/20/2017

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT (Desktops, Laptops, Tablets and Related Peripherals)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-119

Microsoft

(hereinafter "Contractor" or "Contract Vendor")

and

State of Nevada

(hereinafter "Participating State/Entity")

(Participating State Contract Number: 8346)

Page 1 of 7

1. **Scope:** This Participating Addendum adds the State of Nevada as a Participating State to purchase COMPUTER EQUIPMENT (Laptops and Tablets, including Related Peripherals) led by the State of Minnesota. All governmental entities within the State of Nevada, including all state agencies, the Nevada System of Higher Education, the court system, the Legislative Counsel Bureau and all political subdivisions within the State of Nevada are authorized to utilize contracts the State participates in with the prior approval of the State's Chief Procurement Official (Hereinafter referred to as "Participating Entity"). The Products and Services available under this Participating Addendum include all Products and Services in scope for the Master Agreement. Individual units/configurations for laptop units/configurations are not to exceed \$10,000 each; tablet and peripheral configurations shall not exceed \$5,000 each.

This Participating Addendum, executed by the parties, will be effective as of the last date signed below through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. The option of any extensions to the term of the Participating Addendum will be addressed in an amendment to the Participating Addendum as applicable.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Nevada contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If a Participating Entity within the Participating State is purchasing under this Participating Addendum, Contractor shall have the right to assume that the Participating Entity has obtained prior approval to do so.

a. **Political Subdivision Participation:** Participation under this Participating Addendum by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply Purchasing Entities that are political subdivisions the same terms, conditions and prices as the State.

3. **Order of Precedence:**

a. The State of Nevada's Participating Addendum (PA); the State of Nevada's Participating Addendum shall not diminish, change or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the contract vendor under the terms of Minnesota NASPO ValuePoint Master Agreement.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT (Desktops, Laptops, Tablets and Related Peripherals)
Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT

Master Agreement No: MNWNC-119

Microsoft

(hereinafter "Contractor" or "Contract Vendor")

and

State of Nevada

(hereinafter "Participating State/Entity")

(Participating State Contract Number: 8346)

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- b. Minnesota NASPO ValuePoint Master Agreement (includes negotiated terms and conditions);
- c. The original RFP solicitation and all amendments; and
- d. Contract vendor's response to the solicitation.

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. Contract Vendor 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 the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

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

- a. **Purchase Orders:** Orders for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with delivery guarantee and invoices shall be submitted to Nevada State Purchasing for payment. Purchase order numbers shall be clearly shown on all acknowledgements, shipping labels (if possible), packing slips, invoices and all correspondence related to an individual order issued by the Nevada State Purchasing Division. With the exception of computers, laptops or tablets, orders under \$5,000.00 may be purchased direct by the using agency.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: 8346 and the Master Agreement number MNWNC-119 on the order.

- b. **Software:** Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits. Software purchases are considered a part of the configuration limit of the equipment; software must be related to the procurement of the equipment and must be made at the time of the equipment purchase.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT (Desktops, Laptops, Tablets and Related Peripherals)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-119

Microsoft

(hereinafter "Contractor" or "Contract Vendor")

and

State of Nevada

(hereinafter "Participating State/Entity")

(Participating State Contract Number: 8346)

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Software must be pre-loaded or provided as an electronic link with the initial purchase of the equipment. Other than operating systems, all Microsoft product licenses and software must be purchased from the State's **mandatory** Microsoft Select Master Agreement.

c. Restrictions:

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Wireless phone and internet service is not allowed.
3. Cloud Services including acquisitions structured as managed onsite services are not allowed.
4. Managed print services are not allowed.
5. Standalone purchases of software, other than middleware related to equipment purchases, are not allowed.

d. Jurisdiction and Venue: This Participating Addendum, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

e. Termination of the Participating Addendum: This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, for services satisfactorily performed and products ordered and shipped from the date that the cancellation has been received by contract vendor. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

f. Services: All **onsite** services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300. Services must be related to the procurement of equipment.

g. Delivery: Contractor will use commercially reasonable efforts to ship all orders designated for shipment within 30 days after receipt of order for all products. Shipping

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MASTER AGREEMENT

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(hereinafter "Participating State/Entity")

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terms are FOB destination, shipping and handling prepaid by the Contractor to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where an inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor. Additional delivery charges will not be allowed for backorders. All sales are final except as provided in Contractor's Limited Warranty.

h. Payment: Contractor has sole discretion in accepting or rejecting orders from Participating Entities or Purchasing Entities based on such Entity's ability to demonstrate financial ability to pay for orders placed under this Participating Addendum. The State generally pays within 30 days upon receipt of invoice and the using agency's approval. Per the State's policy and procedures, payments are not made prior to receipt of goods. 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, EFT or via a State or political subdivision "Purchasing Card" with no additional charge.

i. Evaluation Equipment: If the contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation or testing prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division prior to the evaluation period per SAM 1511.0 (5). Final purchases of the equipment shall comply with the terms of the Master Price Agreement, Participating Addendum and approval of the Purchasing Division.

j. State of Nevada Quarterly Reporting: Contractor shall submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Nevada with an electronic usage report (Excel) which will list, at a minimum: purchasing entity, item description, date of purchase order, purchase order number, contract price, Microsoft List price and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

PARTICIPATING ADDENDUM
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COMPUTER EQUIPMENT (Desktops, Laptops, Tablets and Related Peripherals)
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-119

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(hereinafter "Contractor" or "Contract Vendor")

and

State of Nevada

(hereinafter "Participating State/Entity")

(Participating State Contract Number: 8346)

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k. Purchasing cards are **not** authorized for purchases made by State agencies for any desktops, laptops, tablets, servers, storage or ruggedized devices.

5. **Lease Agreements:** Lease agreement terms and conditions have **NOT** been approved for use by Participating Entities under this Participating Addendum. Lease financing may be allowable separately under the terms and conditions of the lease financing arrangement with Microsoft or its designated and/or approved financing partner, as negotiated and agreed to by the using entity, the State of Nevada Attorney General's Office and approval by the Board of Examiners, as applicable.

6. **Primary Contacts.** The primary contact individuals for this Participating Addendum are as follows:

Contractor

Name	Maria Stinson
Address	One Microsoft Way, Redmond, WA 98052
Telephone	425-538-2867
Fax	425-936-7329
E-mail	marstin@microsoft.com

Participating State

Name	Marti Marsh
Address	515 East Musser St., Ste 300, Carson City, NV 89701
Telephone	775-684-0180
Fax	775-684-0188
E-mail	mmarsh@admin.nv.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

7. **Partner Utilization:** Only Contractor authorized Resellers in and by the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website and as established in the eMarket Center, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Contractor shall make all determinations about which entities in the State of Nevada that the Contractor authorized Reseller may support. The Contractor authorized

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and

State of Nevada

(hereinafter "Participating State/Entity")

(Participating State Contract Number: 8346)

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Resellers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and must be approved by the State of Nevada before being deployed. Authorized Resellers and Agents will be limited to five (5) with a preference for Nevada vendors.

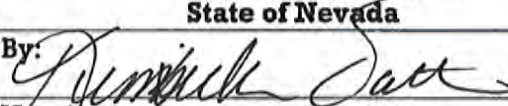
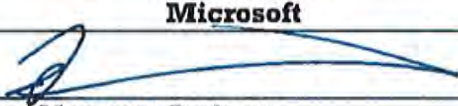
All contractor authorized resellers and/or agents listed on the state's landing page on this website <http://www.microsoft.com/NASPO>

All orders are to be issued directly to: Microsoft Store or appropriate reseller(s).

All payments are to be issued to: Microsoft Store or appropriate reseller(s).

8. **Orders:** Any Order placed by an Entity ordering under this Participating Addendum for hardware shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State: State of Nevada	Contractor: Microsoft
By: 	By: 
Name: Kimberlee Tatter	Name: Margaret Arakawa
Title: Deputy Administrator	Title: General Manager US M&O
Date: 2/25/16	Date: 2/25/16

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MASTER AGREEMENT
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Microsoft
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State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8346)

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD WITH MICROSOFT FOR

COMPUTER EQUIPMENT: Laptops and Tablets including Related Peripherals & Services

To: Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-7329

CONTRACT NO:

Contract No. MNWNC-119

Contract Vendor Administrator:
Raamel Mitchell:
Email: raamelm@microsoft.com
Phone: 314.422.6418

CONTRACT PERIOD:

April 1, 2015, or upon final
executed signatures,
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement.; 2. Minnesota WCSA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. MICROSOFT CORPORATION

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Brian Hall

Signature

Printed Name

Title: GM, SURFACE

Date: 3/2/2015

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 162.03, subd. 3.

By: Jessie

Title: Master Agreement Administrator

Date: 3/6/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: Original signed

MAR 06 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
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COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in the Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 2: Laptop

Band 3: Tablet

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$5,000
Peripherals	\$5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

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. Contract Vendor 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 the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
 - include a statement with regard to the information justifying the trade secret designation for each item; and,
 - defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state 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 Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

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. Contract Vendor 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. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **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 WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity'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 Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT. NEGOTIATED.** Contract Vendor may only assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities to an "Affiliate" (any legal entity that Contract Vendor owns, that owns Contract Vendor, or that is under common ownership with Contract Vendor). Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, to a Non-Affiliate without the prior written approval of the WSCA-NASPO Master Agreement Administrator. Such written approval shall not be unreasonably withheld, conditioned, or delayed and the WSCA-NASPO Master Agreement Administrator shall use his or her best efforts to provide such consent no more than fifteen (15) days from the date of Contract Vendor's request. Any assignment by Contract Vendor pursuant to this provision will not relieve Contract Vendor of its obligations under this Master Agreement.

Contract Vendor may not assign this Master Agreement, in whole or in part to an assignee that has been debarred by federal or state agencies, or where Participating Entity is restricted from accepting the assignment based on Participating Entity's governing state laws.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable 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 a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.

7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating 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 Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality; (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to 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 the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor 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 Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating 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. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

- 8. DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. DEFAULTS & REMEDIES. NEGOTIATED.

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- Nonperformance of contractual requirements; or

- ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation by Contract Vendor in response to the solicitation or in this Master Agreement proves to be false or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either party to this Master Agreement, or the appointment of a receiver or similar officer for either party to this Master Agreement or any of either party's property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
- b. A written notice of default, identifying the nature of the default, and providing a reasonable period to cure, shall be issued by the party claiming default, whether the Lead State (in the case of a breach of the entire Master Agreement), a Participating State or Entity (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any Purchase Order), or the Contract Vendor. 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 Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If a defaulting party is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, the defaulting party shall be in breach of its obligations under this Master Agreement and the non-defaulting party shall have the right to exercise any or all of the following remedies:
- i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. In the event of default by the Contract Vendor, and to the extent permitted by the law of the Participating State or Purchasing Entity, the Lead State shall have the right to suspend Contract Vendor's performance and/or suspend Contract Vendor from receiving future bid solicitations;
 - iv. Withhold payment, Products and/or Services until the default is remedied.
- d. Notwithstanding anything to the contrary contained herein, to the extent permitted by applicable law, the sole remedy that the Lead State, Participating State or Entity, and/or Purchasing Entity (collectively, the "WSCA-NASPO Participants") will have for anything related to this subsection is to obtain direct damages from Contract Vendor nor can the WSCA-NASPO Participants recover any other damages from Contract Vendor, including consequential, lost profits, special, indirect or incidental damages.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting 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 any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION.** DELETED SEE SECTION 2C17.
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY.** DELETED SEE SECTION 2C17.
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating 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 to recover any costs allowed 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 Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

- 17. INSURANCE. NEGOTIATED.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity'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 Entity's option, result in termination of its Participating Addendum.

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:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor 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 after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance upon request. 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 the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement. Contract Vendor may meet the above insurance requirements via commercial insurance, self-insurance, or a combination of these options.

- 18. LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

- 19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.

- 20. NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

- 21. ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

- 22. PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/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 and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. 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. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other 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.
24. **PAYMENT.** Payment for completion of an order under this Master Agreement 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 Contract Vendor 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.
25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

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 Entity, 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.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an 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.

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 Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO 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 the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; 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 no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

- 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 Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
- d. 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 WSCA-NASPO 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. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

- 29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

- 30. TITLE OF PRODUCT. NEGOTIATED.** The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license in Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict among the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

OWNERSHIP OF INTELLECTUAL PROPERTY

- a. Nothing in this Master Agreement shall be construed as transferring any right, title or interest in Contract Vendor's, the Lead State's or any Participating or Purchasing Entity's, or their respective Affiliates' or subcontractors' confidential information, pre-existing intellectual property assets, trademarks, copyrights, intellectual property rights or other proprietary interests.
- b. The WSCA-NASPO Participants acknowledge that Contract Vendor's Products contain not only hardware but also software, including but not limited to operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Accordingly, the WSCA-NASPO Participants who execute a Participating Addendum under this Agreement, each as an end user, is licensed to use any software contained in such Contract Vendor's Products, subject to the terms of the license accompanying the Contract Vendor's Products, if any,

and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States

- c. Unless the WSCA-NASPO Participant who executes a Participating Addendum under this Master Agreement has obtained Contract Vendor's prior written consent, the WSCA-NASPO Participant, in addition to any obligations or restrictions set forth in any license which may accompany a Contract Vendor's Product, shall not copy the software, except to back up or for archival purposes, and the WSCA-NASPO Participant shall promptly affix to any such copy the same proprietary and copyrights notices as were affixed to the original. The WSCA Participants shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.
- d. The WSCA-NASPO Participant who executes a Participating Addendum under this Agreement acknowledges and agrees that all Contract Vendor Products consisting of software are subject to and governed by the terms of the applicable Contract Vendor end user license agreement to which the WSCA-NASPO Participant must comply.

31. WAIVER OF BREACH. Failure of Lead State Master Agreement Administrator, Participating Entity, 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 or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements 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, a Participating Addendum, or order.

32. WARRANTY. NEGOTIATED. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase. For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor 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 so ordered by the court.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.
3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES. NEGOTIATED.** The parties agree that solely to the extent that the Purchasing Entity is a state agency of the State of Minnesota, but not otherwise, Contract Vendor and the Lead State must comply, in that event, with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event that the Purchasing Entity is a state agency of the State of Minnesota and Contract Vendor receives a valid legal request to release the data referred to in this article, Contract Vendor will promptly notify the Lead State. Contract Vendor will not disclose any of the data referred to in this provision to law enforcement unless required by law. Should law enforcement contact Contract Vendor with a demand for any data referred to in this provision, Contract Vendor will attempt to redirect the law enforcement agency to request that data directly from the Lead State. As part of this effort, Contract Vendor may provide the Lead State's basic contact information to the agency. If compelled to disclose the data referred to in this provision to law enforcement, then Contract Vendor will promptly notify the Lead State and provide a copy of the demand, unless legally prohibited from doing so.

Notwithstanding the foregoing, the parties agree that Contract Vendor has no obligation for compliance with the Minnesota Government Data Practices Act or any other applicable law with respect to any data included in the memory or hard drive of any computer equipment or other Products provided by the Lead State for warranty repair, trade-in, destruction or recycling

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

- 15. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
- 16. HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.
- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
 - b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
 - c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
 - d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human

Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. NEGOTIATED. Subject to the exceptions below and the Participating Entity's compliance with the notice and defense provisions below, in the event of any defect or deficiency in any Contract Vendor Products purchased by the Participating Entity, Contract Vendor agrees to defend the Lead State, Participating Entities, Purchasing Entities, along with their representatives and employees (collectively, the "Participating Entities") against third party claims for personal injury, death, or tangible property damage suffered by such third party and caused by the negligence, or willful misconduct of Contract Vendor, its employees or agents during the performance of this Master Agreement (a "PI Claim"). This clause shall not be construed to bar any legal remedies Contract Vendor may have with respect to the Participating Entities' failure to fulfill their obligations pursuant to the Master Agreement or any Participating Addendum.

To qualify for such defense, the Participating Entities shall promptly notify Contract Vendor of any PI Claim of which the Participating Entities become aware which may give rise to a right of defense pursuant to this Section. Notice of any PI Claim that is a legal proceeding, by suit or otherwise, must be provided to Contract Vendor within thirty (30) days of the Participating Entities' first learning of such proceeding. If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity. If a PI Claim is settled, to the extent permitted by law, the Participating Entities shall not publicize the settlement and will cooperate with Contract Vendor so that Contract Vendor can make every effort to ensure the settlement agreement contains a non-disclosure provision.

Notwithstanding anything to the contrary contained herein, Participating Entities agree that Contract Vendor has no obligation for any PI Claim covered by this Section arising out of or resulting from the Participating Entities' or any of their respective employees', contractors' or agents' acts of negligence, gross negligence or misconduct. THE FOREGOING SHALL CONSTITUTE EACH AND EVERY PARTICIPATING ENTITY'S SOLE REMEDY AND CONTRACT VENDOR'S SOLE AND EXCLUSIVE LIABILITY FOR ALL PI CLAIMS.

B. Limitation of Liability

Notwithstanding anything to the contrary to which any or all of the parties may otherwise agree, except for those direct damages resulting from only those PI Claims above that are caused by the gross negligence or willful misconduct of Contract Vendor (but not caused by acts of negligence) and subject to the conditions and exceptions below, "IP Claims" as defined and covered below and the Participating Entities' respective payment obligations hereunder and/or pursuant to any Participating Addenda (as applicable), the parties agree that Contract Vendor's, its principals' subcontractors', members', agents' and employees (collectively "Contract Vendor Parties") maximum aggregate liability to the Participating Entities, as well as any and all parties claiming through the Lead State or any Purchasing Entity or Participating Entity for all direct damages resulting from, arising out of or relating to this Lead State Agreement and all Participating Addenda, the Products used by the Lead State or any Purchasing Entity or Participating Entity and the Services performed under this Lead State Agreement and pursuant to any Participating Addendum however caused and whether arising under contract, warranty, tort (including negligence), strict liability, statute or any other theory of liability shall not exceed a maximum aggregate amount of ten million dollars (\$10,000,000). The limit set forth in this Section will apply whether or not a party has been advised to the possibility of such damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL CONTRACT VENDOR OR ANY OF CONTRACT VENDOR'S EMPLOYEES OR AGENTS BE LIABLE TO THE WSCA-NASPO PARTICIPANTS FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR ANY OTHER THEORY OF LIABILITY.

THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL BE THE PARTICIPATING ENTITIES' SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS AGAINST CONTRACT VENDOR OR ANY OF CONTRACT VENDOR'S EMPLOYEES OR AGENTS UNDER OR RELATED TO THIS LEAD STATE AGREEMENT AND ALL PARTICIPATING ADDENDA. THE PARTIES FURTHER AGREE THAT THE LIABILITY CAP SET FORTH ABOVE SHALL NOT BE APPLIED CUMULATIVELY OR ON A PER CLAIM BASIS AND NOTHING SHALL BE CONSTRUED SO AS TO ENLARGE THAT AGGREGATE LIMIT.

THE PARTIES AGREE THAT THE FOREGOING SECTIONS REGARDING DEFENSE AND LIMITATIONS OF LIABILITY REPRESENT THE BASIS OF THE BARGAIN AND A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

C. DEFENSE OF THIRD PARTY CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT AND MISAPPROPRIATION

Subject to the Participating Entities' compliance with the notice and defense requirements and exceptions set forth below, Contract Vendor shall defend the Participating Entities against any claims made by an unaffiliated third party that any Product or its proper or reasonably expected or acceptable use infringes that party's patent, copyright, or trademark or makes unlawful use of its trade secret (an "IP claim"). Contract Vendor will also pay the amount of any resulting adverse final judgment (or settlement to which Contract Vendor consents). This section provides the Participating Entities' exclusive remedy for third party claims of intellectual property infringement and misappropriation.

To qualify for such defense, the Participating Entities' shall promptly notify Contract Vendor of any IP Claim of which the Participating Entities become aware which may give rise to a right of defense pursuant to this Section. Notice of any IP Claim that is a legal proceeding, by suit or otherwise, must be provided to Contract Vendor within thirty (30) days of the Participating Entities' first learning of such proceeding. If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity. In the event the Participating Entity does not authorize sole control to Contract Vendor over any claims that may arise under this subsection, then the parties agree that Contract Vendor will be granted authorization to equally participate in any proceeding subject to this subsection. If an IP Claim is settled, to the extent permitted by law, the Participating Entities shall not publicize the settlement and will cooperate with Contract Vendor so that Contract Vendor can make every effort to ensure the settlement agreement contains a non-disclosure provision.

Subject to the Participating Entities' compliance with the notice and defense requirements and exceptions set forth above, Contract Vendor's obligation to defend the Participating Entities against third party IP Claims will not apply to the extent that the claim or award is based on:

- i. Contract Vendor's compliance with a Participating Entity's designs, specifications, or instructions;
- ii. Contract Vendor's use of technical information or technology provided by the Participating Entity;
- iii. Non-Contract Vendor software, modifications a Participating Entity makes to, or any specifications or materials a Participating Entity provides or makes available for, a Product;
- iv. Participating Entity's combination of the Product with a non-Contract Vendor product, data or business process; or damages based on the use of a non-Contract Vendor product, data or business process;
- v. Participating Entity's use of either Contract Vendor's Trademarks or the use or redistribution of a Product in violation of this Lead State Agreement, Participating Addendum, or any other agreement incorporating its terms; or
- vi. Participating Entity's use of a Product after Contract Vendor notifies Participating Entities to discontinue that use due to a third party claim.

If Contract Vendor reasonably believes that a Product may infringe or misappropriate a third-party's intellectual property rights, Contract Vendor will seek to:

- i. procure for Participating Entities the right to continue to use the Product; or
- ii. modify or replace it with a functional equivalent to make it non-infringing and notify Participating Entities to discontinue use of the prior version, which Participating Entities must do immediately.

If the foregoing options are not commercially reasonable for Contract Vendor, or if required by a valid judicial or government order, Contract Vendor may terminate Participating Entities' license or access rights in the Product. In such a case, Contract Vendor will provide Participating Entities with notice and refund any amounts Participating Entities have paid for those rights to the Product.

THE FOREGOING SHALL CONSTITUTE THE LEAD STATE'S AND EACH AND EVERY PARTICIPATING AND/OR PURCHASING ENTITIES' SOLE REMEDY AND CONTRACT VENDOR'S SOLE AND EXCLUSIVE LIABILITY FOR ALL IP CLAIMS.

- 18. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.
- 19. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 20. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :
- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
 - b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
 - c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

- 21. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
- 22. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

23. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.

Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

24. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

25. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. § 16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

- 26. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.
- 27. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
- 28. PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract
- 29. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
 - a. reject any and all responses received;
 - b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - e. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 30. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 31. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 32. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

- 33. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 34. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED.** Band 2: Laptop Band 3: Tablet.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1	BASELINE PRICE LIST: MICROSOFT MSRP	POSTED ON WEBSITE
2.	BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	CATEGORY MINIMUM DISCOUNT
	BAND 2 LAPTOP	2M 5%
	BAND 3 TABLET	3M 5%
	IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.	
3.	THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	TPM 5%
4.	SERVICES – see the Product & Services Schedule Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year warranty. Accessories are generally 90 days. Customer may purchase warranty upgrades and services for certain hardware as offered on the PSS. For standard warranty information: Standard Warranty: http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty and Extended Warranty: http://www.microsoft.com/surface/en-us/support/warranty-service-and-recovery/surface-warranty 3 Year Extended HW Service Plan = \$94.05 per device 3 Year Extended HW Service Plan with Accidental Damage = \$236.55 per device Microsoft Store Services= 20% Warranty = 5%. Image Consulting = 10.7% Installation & General consulting referred to Microsoft Partners	
5.	LEASING The Participating Addendum executed may identify if and how leasing agreement terms will be conducted.	
6.	ADDITIONAL DISCOUNTS – Call for discounts on bulk/volume purchases. MICROSOFT ACCESSORIES: 15% Per Transaction Multiple Unit up to 5000 single SKU UNITS: Microsoft may provide additional volume based pricing discounts to States and Participating Entities whose purchase qualifies on a per transaction multiple unit basis. The discount program is based on the number of device units of a single sku purchased on a single purchase order or p-card transaction. The additional discount percentage, incremental to the minimum discount provided, to be earned per device units of a single sku will be considered by each respective provider on single purchase volumes up to 5,000 single sku units. For purchase volumes greater than 5,000 single sku units: The additional discount percentage will be reviewed and approved directly by Microsoft's Worldwide Licensing Pricing and Surface groups. PROMOTIONS: Microsoft plans to offer product and service promotions with special pricing and additional discounts beyond the bulk pricing discounts throughout the year. After this Agreement is in effect for 12 months: Microsoft will consider a minimum discount greater than 5%.	



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales. The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WSPA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSPA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSPA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response.
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

☐ Update of Product & Service Schedule	Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED	
☐ Quarterly Self Audit	Check this box to verify the Quarterly Self Audit has been completed
☐ Third Party Product Addition	Provide warranty Guarantee
☐ Marketing Approval	Attach Materials for review
☐ Material Website Change	Describe and provide link for review
☐ Miscellaneous Inquiry	Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 6: RUGGEDIZED DEVICES. Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. **BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.**

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

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, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization 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 and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

PARTICIPATING ADDENDUM

AMENDMENT #2

[hereinafter "Amendment"]

For

**NASPO VALUEPOINT SOFTWARE VALUE ADDED RESELLER CONTRACT
MASTER PRICE AGREEMENT NUMBER ADSP016-130651**

Between

SHI International Corporation

[hereinafter "Contractor"]

and

The State of Nevada

[hereinafter "Participating State"]

(Participating State Contract Number: 8496)

1. AMENDMENTS

All provisions of the original Participating Addendum resulting from Master Agreement No. ADSP016-130561 and the State of Nevada Contract No. 8496, remain in full force and effect with the exception of the following:

The participation term identified in Section 1 shall be extended from October 1, 2017 to April 8, 2019.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by Contractor below.

Participating State: State of Nevada	Contractor: SHI International Corp.
By: 	By: 
Name: Jeffrey Haag	Name: Cassie Skelton
Title: Administrator	Title: Contracts Manager
Date: 9-29-2017	Date: 09/28/17

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
SHI International Corporation
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8496)

Page 1 of 6

1. Scope: This addendum covers the NASPO ValuePoint SVAR Master Agreement led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

This Participating Addendum adds the State of Nevada as a Participating State to purchase software licensing and support from the NASPO ValuePoint Value Added Reseller (SVAR) contract led by the State of Arizona for a period of one (1) year, effective October 1, 2016 through September 30, 2017 with the option of extensions through expiration of the Master Agreement. All governmental entities within the State of Nevada including all State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to purchase software licensing and support. Purchases of Microsoft licensing and support are **MANDATORY** through SHI and will remain in place until final termination date of the Master Agreement. Purchases of other software titles through SHI are permissive.

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

a. **Political Subdivision Participation**: Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices. Except to the extent modified by this Participating Addendum, each political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each political subdivision will be responsible for their own charges, fees, and liabilities. Each political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

3. Participating State Modifications or Additions to Master Agreement:

a. **Administrative Fee**: The State, at its discretion, in accordance with the terms of the Master Agreement, may implement an administrative fee of not more than 2% on contracts

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(hereinafter "Contractor")

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(Participating State Contract Number: 8496

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procured or negotiated by the Division of Purchasing. This fee may be assessed over the term of the contract period. Contractor will be provided with 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases made under the Master Agreement.

b. Purchase Orders: Orders over \$5,000 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with delivery guarantee and invoices shall be submitted to Nevada State Purchasing for payment. Purchase order numbers shall be clearly shown on all acknowledgements, packing slips, invoices and all correspondence related to an individual order issued by the Nevada State Purchasing Division. Orders under \$5,000.00 may be purchased direct by the using agency.

- c. Software Related Services:** SHI shall provide the following:
- Commercial Off-the-Shelf Software (COTS)
 - Honor existing Volume or Enterprise License Agreements
 - Offer maintenance and support packages on licenses already owned by the State of Nevada and other purchasing entities;
 - Provide assistance or advice in basic installation or implementation of COTS products;
 - Provide software de-installation assistance;
 - Provide Tracking, Management, Usage Monitoring and Reporting of Licenses;
 - All **onsite** services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300. Services must be related to the procurement of software.

d. License Confirmations: Reseller shall provide certified licensing confirmation certificates for all software licenses or written confirmation showing "proof of license" to the Publisher. Proof of license shall be an electronic file or hardcopy document. Reseller will retain an electronic file of the State of Nevada's "proof of licenses" and provide copies to the State as requested.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
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State of Nevada
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e. **Delivery:** 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 the Purchasing Entity of delay and anticipated ship date. All orders will be shipping FOB destination and shipping charges are not be included on any invoice under a Purchasing Entity has ordered expedited shipment.

f. **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 the information is not provided to the Purchasing Entity 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. Any defective or incorrectly delivered media will be replaced by overnight delivery at the reseller's expense if requested by the State of Nevada or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the State of Nevada or Purchasing Entity within seven (7) days of initial notification.

f. **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, EFT or via a State or political subdivision "Purchasing Card" with no additional charge.

g. **Volume/Usage Reports:** SHI must provide a quarterly volume report to the State of Nevada's primary contact (contracting officer) as listed below. The report must provide enough information that allows the contracting officer to determine the amount of savings realized under the contract by both state agencies and political subdivisions. The contracting officer may determine what type of information is to be provided including the report format subject to reseller's approval.

4. **Lease Agreements:** Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
SHI International Corporation
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(hereinafter "Contractor")**

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State of Nevada
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into a lease agreement for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements were reviewed or evaluated as part of the RFP evaluation process by the lead state.

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

Contractor

Name	Amelia Jakubczyk, Account Executive
Address	290 Davidson Avenue, Somerset, NJ 08873
Telephone	888-230-1331
Fax	866-941-6845
E-mail	Teamnevada@shi.com

Participating Entity

Name	Marti Marsh, Purchasing Officer
Address	515 E. Musser St., Carson City, NV 89701
Telephone	(775) 684-0180
Fax	(775) 684-0188
E-mail	mmarsh@admin.nv.gov

6. Subcontractors: All SHI subcontractors authorized in the State of Nevada as shown on the dedicated SHI (NASPO ValuePoint) website, are approved to provide sales and service support ordering agencies within the State of Nevada. The SHI dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 8496 and the Lead State price agreement number: ADSP016-130651.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

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

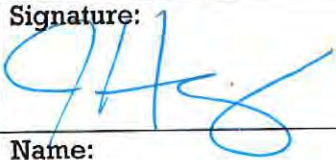
And

State of Nevada
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(Participating State Contract Number: 8496

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This Participating Addendum and the Master Price Agreement number ADSP016-130651 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nevada	Contractor: SHI International Corp.
Signature: 	Signature: 
Name: Jeffrey Haag	Name: Natalie Slowik
Title: Administrator	Title: Senior Manager – Contracts & RFPs
Date: 9-23-2016	Date: 9/21/16

[Additional signatures as required by Participating State]

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
SHI International Corporation
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")**

And

**State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8496**

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint
Cooperative Development Coordinator
Telephone
Email

Ted Fosket
(907) 723-3360
tfosket@naspovaluepoint.org

**PLEASE EMAIL FULLY EXECUTED PDF COPY OF THIS DOCUMENT TO
PA@naspovaluepoint.org TO SUPPORT DOCUMENTATION OF PARTICIPATION AND
POSTING IN APPROPRIATE DATA BASES**

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 402 Phoenix, AZ 85007
	Contract No.: ADSP016-130651	PAGE 1 OF 1	
	Amendment No.: Two (2)		
CONTRACTOR: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 CONTACT: Alison Turner PHONE: 425-974-5997 EMAIL: alison_turner@shi.com		STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007 CONTACT: Deepika Bajpayee PHONE: (602) 542-8991 EMAIL: deepika.bajpayee@azdoa.gov	

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. SHI Government Solutions, Inc. is being added as a subcontractor to the SHI SVAR Master Contract # ADSP016-130651. SHI Government Solutions, Inc. will be providing products and services as stated within the scope of this contract.
2. All other Terms, Conditions, and Pricing remain the same.

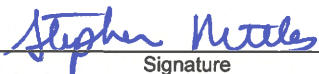
This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.			
Contractor hereby acknowledges receipt and understanding of the above amendment.		The above referenced contract amendment is hereby executed this date by the State.	
			
March 28, 2018 Date		3/30/18 Date	
Signature		Signature	
Cassie Skelton- Contracts Manager		Michael Hladik	
Printed/Typed Name and Title		Printed/Typed Name and Title	

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 402 Phoenix, AZ 85007
	Contract No.: ADSP016-130651	PAGE 1 OF 1	
	Amendment No.: One (1)		
CONTRACTOR: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 CONTACT: Alison Turner PHONE: 425-974-5997 EMAIL: alison_turner@shi.com		STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007 CONTACT: Deepika Bajpayee PHONE: (602) 542-8991 EMAIL: deepika.bajpayee@azdoa.gov	

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2019.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
 Signature 02/27/2018 Date	 Signature 2/28/2018 Date
Cassie Skelton _____ Contracts Manager _____ Printed/Typed Name and Title	Stephen Nettles _____ Procurement Group Manager _____ Printed/Typed Name and Title



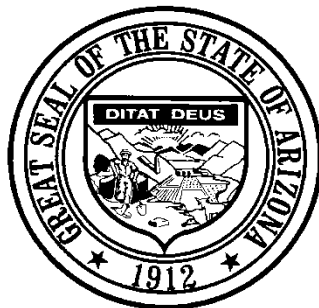
Software Value-Added Reseller (SVAR) Services
MASTER PRICE AGREEMENT

with

SHI INTERNATIONAL, CORP.
Contract No. ADSPO16-130651

State of Arizona
Lead State

Effective: April 8, 2016 to April 7, 2018



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

OFFER

TO THE STATE OF ARIZONA:

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

SHI International Corp.

 Company Name

290 Davidson Ave.

 Address

Somerset NJ 08873

 City State Zip

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 5th day of April 2016

Alison Turner

 Procurement Officer



Master Agreement Table of Contents

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

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

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Master Agreement

Section 1: General Information

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

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

1.1 Purpose

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

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

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

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

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

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

1.3 NASPO ValuePoint Background Information

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



Master Agreement

Section 1: General Information

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

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

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

1.4 Participating States

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

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

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

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

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

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

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

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

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

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



Master Agreement

Section 1: General Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Master Agreement

Section 2: Scope of Work

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

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

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

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

2.1.2 SVAR shall do the following:

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

2.1.2.2 Honor existing Volume or Enterprise license agreements.

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

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

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

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

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

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

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

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

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

2.1.1.6.3 Examples of such advice would be:

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

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



Master Agreement Section 2: Scope of Work

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

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

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



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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);
 - 2.1.3.3.2 The Reseller primary contact and contacts to whom incidents are to be escalated:
 - Name(s and titles
 - Areas of responsibility for each contact name;
 - Phone number(s); and,
 - Email address(es).
 - 2.1.3.3.3 Information on use of website,
 - 2.1.3.3.4 Quote and ordering information; and,
 - 2.1.3.3.5 Notifications regarding publishers and products, such as pending key product changes or upgrades.
- 2.1.3.3 *Online Catalog*
 - 2.1.3.3.1 Reseller shall provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by Participating State, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the Participating State. The online catalog shall provide an expansive list



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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

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

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

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



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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



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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
SOFTWARE & LICENSING TYPE	COTS	Volume Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	Not Applicable
Delivery	Shrink-Wrap	Download	Not Applicable
Hosting as part of delivery & use	On-Premise	Off-Premise	Managed Services
SERVICES	Basic Installation, Training and Maintenance <i>Means that activity which <u>does not require</u> 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



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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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Phoenix, AZ 85007

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

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

2.8 Other Value-Added Services

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



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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



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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



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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:



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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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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 \$50,0000

Each Occurrence \$1,000,000

2) Business Automobile Liability

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

3) Technology Errors & Omissions Insurance

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

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

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



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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; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III_Cooperative Contract Sales Reporting Data Requirements and Data Format.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each



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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.

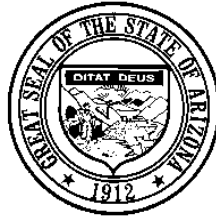


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5.1 State of Arizona Special Terms and Conditions

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
- 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



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

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

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

7. Warranties

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

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

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

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

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



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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 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

ATTACHMENT A - RESPONSE TO SCOPE OF WORK – QUALIFICATIONS

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

Instructions:

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

1. Overall Company Information

1.1. Business Operations

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

SHI Response:

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

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

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

SHI's Approach

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

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

SHI's "Customer Needs" Process

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

SHI's Manufacturer Relationships

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



Expertise with Software Licensing



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

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

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

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

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

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

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

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

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

1.1.2. Provide the following information using the format below.

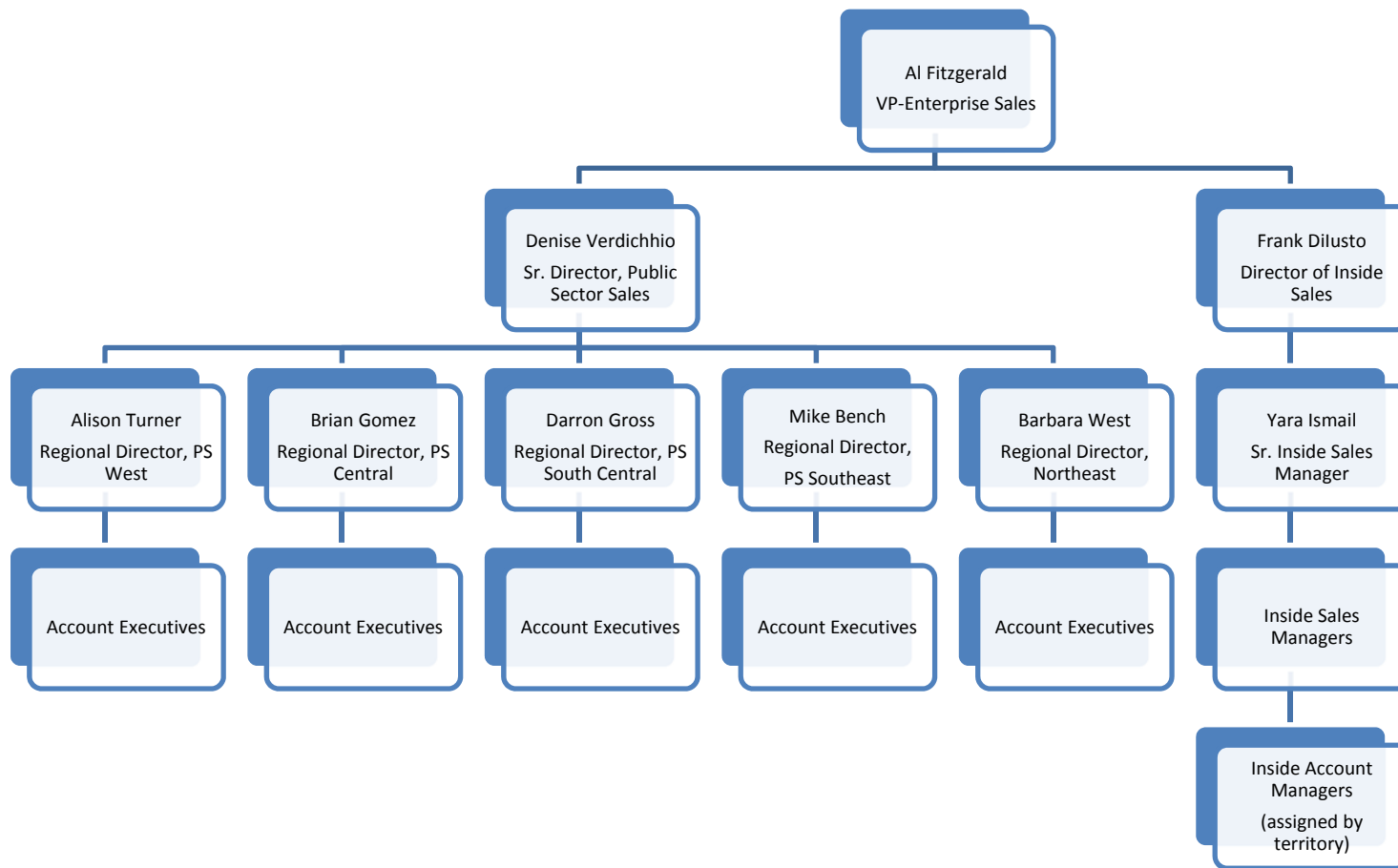
SHI Response: SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

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

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

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

	Management team and our Public Sector Contracts team who will be responsible for the performance of the contract: Sales Management Contact: Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com Public Sector Contracts Team Contact: Nick Grappone Public Sector Sales Contract Specialist 732-537-7166 Nick_Grappone@SHI.com
1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.	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. 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.
1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.	Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com



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	• Senior Director for SHI's Public Sector field sales team across the country • Responsible for all SHI Public Sector contracts • Dedicated to excellence and continuous improvement in offerings and customer service

Required Information	Offeror's Response
1.2.1. Name	Alison Turner
1.2.2. Position/Title	Director, Public Sector West
1.2.3. Years of industry experience	21 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	- Coordinates SHI efforts in support of the NASPO ValuePoint SVAR contract across the country - Manages the SHI SLED field sales team in the Western US - Maintains strong relationships with NASPO ValuePoint and each Participating State in the West - Attends annual NASPO ValuePoint meetings, conducts regular status checks with Participating States, guarantees service under the contract, point of contact for contract questions, etc.

Required Information	Offeror's Response
1.2.1. Name	Amelia Jakubczyk
1.2.2. Position/Title	Account Executive, State and Local Government in Arizona and Nevada
1.2.3. Years of industry experience	16 years in industry, 5 years with SHI
1.2.4. Years in current position	5
1.2.5. Proposed role relative to Offered services	- Amelia has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) and the State of Nevada throughout the current contract term - Amelia has been instrumental in executing under the current agreement, and she has the knowledge, customer and publisher relationships, and desire to make the new contract a success as well

Required Information	Offeror's Response
1.2.1. Name	Lynn Farmer
1.2.2. Position/Title	Account Executive, Education in Arizona and State, Local & Education in New Mexico and Wyoming
1.2.3. Years of industry experience	20 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	- Lynn has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) Education customers, as well as the States of New Mexico and Wyoming, throughout the current SVAR contract term - Lynn's high energy, positive attitude, and customer-focused approach have helped her build long-term customer relationships

Required Information	Offeror's Response
1.2.1. Name	Andrea Keno
1.2.2. Position/Title	Account Executive, State and Local Government in Alaska, Hawaii, Montana, Idaho and Washington
1.2.3. Years of industry experience	8 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	- Andrea is a Field Account Executive who works closely with the States of Alaska, Hawaii, Montana, and Idaho under each State's SVAR Participating Addendum - Andrea is committed to showing up for her customers, both literally and figuratively. Her customers appreciate her dedication and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Brandon Barkley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Oregon
1.2.3. Years of industry experience	9 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	- Brandon is a Field Account Executive who works closely with the State of Oregon under the State's SVAR Participating Addendum - Brandon regularly receives compliments from his customers on his detailed knowledge of software licensing and his excellent customer service

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

Required Information	Offeror's Response
1.2.1. Name	Dan Pressley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Utah and Education in Nevada, Montana and Idaho
1.2.3. Years of industry experience	11 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	- Dan is a Field Account Executive who works closely with the State of Utah, as well as Education accounts in Nevada, Montana and Idaho, under these States' SVAR Participating Addenda - Dan is known for his integrity, his hard work, and his desire to understand his customers' missions as thoroughly as possible

Required Information	Offeror's Response
1.2.1. Name	Debbie Bieber
1.2.2. Position/Title	Account Executive, Local Government in Northern California
1.2.3. Years of industry experience	29 years in industry, 23 years with SHI
1.2.4. Years in current position	20
1.2.5. Proposed role relative to Offered services	- Debbie is a Field Account Executive who supports local government accounts in Northern California under the State's SVAR Participating Addendum - Debbie's long tenure in the industry and with SHI make her a wealth of knowledge for her customers

Required Information	Offeror's Response
1.2.1. Name	Guillermo Ortiz
1.2.2. Position/Title	Account Executive, Local Government in Southern California
1.2.3. Years of industry experience	10 years in industry, 6 years with SHI
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	- Guillermo is a Field Account Executive who supports local government accounts in Southern California under the State's SVAR Participating Addendum - Guillermo approaches his role with enthusiasm and enjoys helping his customers to craft IT solutions in new and more efficient ways

Required Information	Offeror's Response
1.2.1. Name	Martin Barrett
1.2.2. Position/Title	Account Executive, State and Local Government in Connecticut
1.2.3. Years of industry experience	17 years in industry, 1 year with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	- Martin is a Field Account Executive who works closely with the State of Connecticut under the State's SVAR Participating Addendum - Martin combines his knowledge of products and programs with his passion for making his customers' lives easier

Required Information	Offeror's Response
1.2.1. Name	Kevin Farrell
1.2.2. Position/Title	Account Executive, State and Local Government & Education in North Dakota and South Dakota
1.2.3. Years of industry experience	20 years of industry experience, 16 years with SHI
1.2.4. Years in current position	16
1.2.5. Proposed role relative to Offered services	- Kevin is a Field Account Executive who supports the states of North Dakota and South Dakota under their SVAR Participating Addenda - Kevin has a great deal of tenure in the industry and in working with public sector customers

Required Information	Offeror's Response
1.2.1. Name	David Rounds
1.2.2. Position/Title	Account Executive / Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas
1.2.3. Years of industry experience	17 years in industry, all with SHI
1.2.4. Years in current position	3+
1.2.5. Proposed role relative to Offered services	- David personally supports, and manages a team who help support, the MOKA states under their current SVAR Participating Addenda - David's 17+ years in various roles for SHI provide him with the background and knowledge to get things done right for his customers - David is known for his responsiveness and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Yara Ismail
1.2.2. Position/Title	Senior Inside Sales Manager, Public Sector
1.2.3. Years of industry experience	11 years in industry, with SHI this entire time
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	• Senior Inside Sales Manager for SHI's Public Sector inside sales team across the country • All regional Public Sector Inside Sales Managers and their teams report up to Yara • Point of escalation for customers and Public Sector Directors to address urgent matters • Sets new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers

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

SHI Response:

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

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

Senior Sales Professional / Account Manager

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

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

Career History

SHI INTERNATIONAL, Somerset, NJ, 1995 to Present

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

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

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

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

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

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

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

SHI INTERNATIONAL, Somerset, NJ

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

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

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

SHI INTERNATIONAL, Somerset, NJ

Account Executive – North Carolina Commercial Accounts, 1998 to 2010

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

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

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

Education

Bachelor of Arts Degree in Psychology and Sociology

RUTGERS COLLEGE, New Brunswick, NJ

Double Major; Honor's Graduate

Professional Development:

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

Alison Turner

6535 102nd Place NE
Kirkland, WA 98033

425-974-5997
alison_turner@shi.com

Sales Leadership • Collaboration • Customer Focus

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

EMPLOYMENT OVERVIEW

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

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

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

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

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

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

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

And formerly

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

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

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

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

Inside Sales Manager, State & Local Government and Education

ASAP Software, Buffalo Grove IL

November 1997 – August 1999

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

Senior Inside Sales Representative

ASAP Software, Buffalo Grove IL

August 1996 – October 1997

And formerly

Inside Sales Representative

ASAP Software, Buffalo Grove IL

July 1994 – July 1996

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

EDUCATION AND CERTIFICATIONS

Masters of Business Administration

Marketing Concentration, Washington University, St. Louis MO

Ranked in top 10% of class

May 1993

Bachelor of Arts

Marketing Major, Kansas State University, Manhattan KS

Graduated Summa Cum Laude, GPA 3.98/4.0

May 1991

Microsoft Certified Professional

June 2011



Volume Licensing Specialist, Large Organizations

RECOGNITION AND AWARDS

SHI Chairman Club

Achieved Chairman Club Award, 2015.

Microsoft Circle of Excellence

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

Dell Rewards & Recognition Program

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

ASAP Software President's Club

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

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

Public Sector Account Executive

2010 - Present

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

Services Executive, West Region

2009 - 2010

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

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

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

Senior Technical Recruiter

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

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

Corporate Trainer

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

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

Account Manager/Recruiter

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

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

Technical Recruiter Account Manager

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

EDUCATION & ACTIVITIES

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

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

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

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

Professional references provided upon request.

LYNN FARMER

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

Account Executive

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

Qualification Highlights

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

PROFESSIONAL EXPERIENCE

Account Executive

10/2011 – Present

SHI International ✧ Phoenix, AZ

State, Local, and Education

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

Senior Account Executive

11/2007 – 10/2011

Dell Inc. ✧ Phoenix, AZ

State, Local and Education

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

Account Executive

8/2001 – 11/2007

ASAP Software ✧ Phoenix, AZ

State, Local, Education and Healthcare

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

Account Executive

11/1999 – 7/2001

WareForce Inc. ✧ Phoenix, AZ

State, Local, Education and Healthcare

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

Account Executive
MicroAge ✧ Phoenix, AZ

1/1995 – 11/1999

State, Local, and Education

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

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

5/1988 – 1/1995

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

EDUCATION / TRAINING / CERTIFICATIONS

Glendale Community College, Glendale, AZ

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

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

Andrea K. Keno

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

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

QUALIFICATIONS PROFILE

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

PROFESSIONAL EXPERIENCE

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

SHI International Corp. • Spokane, WA

Nov 2013- Current

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

Key Highlight:

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

MICROSOFT LICENSING SPECIALIST (*West Region*)

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

Nov 2012- June 2013

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

Key Highlight:

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

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

Dell Inc. • Spokane, WA

2007-2012

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

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

Key Highlight:

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

EDUCATION

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

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

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

PROFESSIONAL PROFILE:

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

PROFESSIONAL EXPERIENCE:

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

Responsibilities Include:

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

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

Responsibilities Include:

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

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

Apr 2006 to Feb 2013

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

Responsibilities Include:

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

PROFESSIONAL EXPERIENCE:

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

Sep 2004 to Apr 2006

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

Mar 2001 to Oct 2004

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

Feb 1999 to Feb 2002

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

EDUCATION:

Dec 2005

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

HEATHER FRITSCHÉ

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

ACCOUNT EXECUTIVE

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

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

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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

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

AWARDS & RECOGNITION

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

PROFESSIONAL CERTIFICATIONS:

- Microsoft Certified Professional (MCP) May 2012

Dan Pressley

Account Executive - SHI

Public Sector / Education / Government



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

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

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

Account Executive ~ Territory Management ~ Technology Sales

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

Account Management
Customer Satisfaction
Sales Cycle Management
Contract Negotiation

Channel Partnership
Forecast Accuracy
Order Processing
Prospecting

Negotiation/Objection Resolution
Solution Sales Methodology
Internal Application Competence
Presentations

Professional Experience

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

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

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

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

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

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

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

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

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

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

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

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

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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.		

G U I L L E R M O O R T I Z

PROFESSIONAL SUMMARY

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

Experience

2009-present SHI International Corporation San Diego, CA

Account Executive

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

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

2005-2008 Softchoice Corporation Chicago, IL

Inside Sales Account Manager

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

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

Education

1998-2002 University of Iowa Iowa City, IA

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

Relevant Skills

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

Martin Barrett

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

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

History of Success - Work History:

SHI

Somerset, NJ

Dates: 1/2015 – Present

Position: Account Executive

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

GovConnection Inc

Merrimack, NH

Dates: 7/2003 – 1/2015

Position: Senior Account Executive

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

TechDepot

Trumbull, CT

Dates: 1/2003 – 6/2003

Position: Strategic Account Manager

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

MicroWarehouse Inc

Norwalk, CT

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

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

Konica Minolta

Waterbury, CT

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

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

EDUCATION:

Housatonic Community College – Business Associate Degree in Pursuit

Basho Strategies Sales Training 2008

Kevin Farrell

Kevin_Farrell@shi.com; 512-739-5476

SHI: Account Executive & Sales Manager

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

MicroWarehouse: Account Manager & Sales Manager

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

Pitney-Bowes: Sales Representative

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

Dell: Sales Representative

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

Kaplan: Instructor, Sales Manager

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

Education:

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

Awards:

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

David Rounds

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

Education:

- o Attended Middlesex Community College 93-95

Skills:

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

Certifications:

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

Experience:

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

Activities/Hobbies:

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

PROFESSIONAL PROFILE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SHI Response:

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

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

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

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

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

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

SHI's Account Team Approach

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

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

We are committed to providing:

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

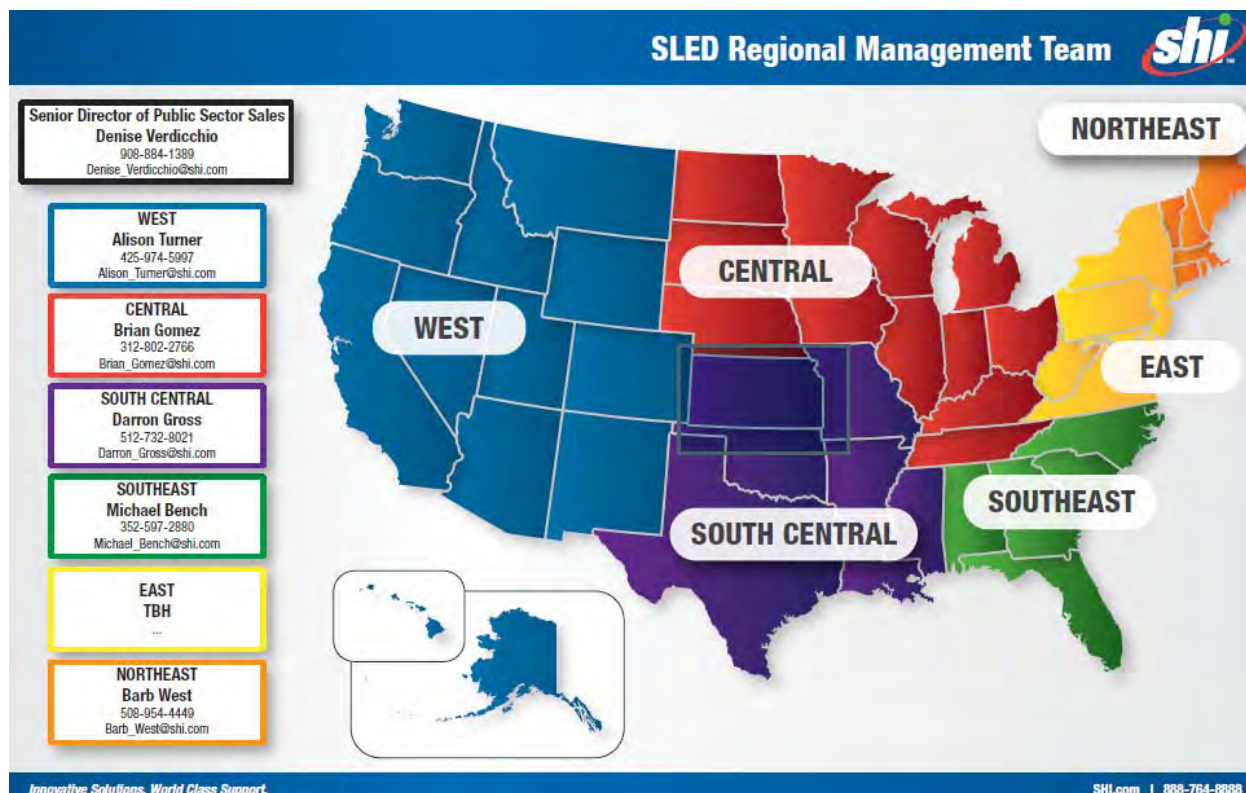
SHI has a long history of providing high quality service to our customers, as evidenced by our 99% customer retention rate. Furthermore, SHI has experienced tremendous growth over the years because of our dedication to our customers and the customized approach we take in supporting each of our customers.

The Specific SHI Teams Supporting Each State

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

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

We have included maps of our various Public Sector regions to give you an idea of the locations and specializations of our Public Sector sales force across the country who will be supporting the new NASPO ValuePoint contract. The SHI Public Sector Regional Directors are shown below, followed by coverage maps for each Public Sector region.



Public Sector, Government/Education West



EDUCATION



- K12/NE** Brandon Barkley
- NE** E. Lupo/L. Olander
- K12** Rebecca Smith
- K12 (Public)** Joni Lupo
- K12 (Private)** Kristina Tiquet
- K12/NE** TBH
- K12/NE** Heather Fritsche
- K12/NE** Dan Pressley
- K12/NE** Lynn Farmer

GOVERNMENT

- State** Julie Gabele
- Local (Not CA)** Debbie Bieber
- Local (SOCA)** Guillermo Ortiz
- S&L** Andrea Keno
- S&L** Dan Pressley
- S&L** Heather Fritsche
- S&L** Lynn Farmer
- S&L** Brandon Barkley
- S&L** Amelia Jakubczyk



HEALTHCARE



Healthcare Sean Whalen

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Sean Whalen
Account Executive
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Public Sector, Government/Education Central



EDUCATION



- K12/NE** Tom Wampler
- K12/NE** Emilio Vargas
- HE** Kevin Farrell
- K12/NE** Michael Lamdagan
- K12/NE** Tawnya Bonsante
- K12/NE** Scot Special
- K12/NE** Misty Harper
- K12/NE** Joe Franzen

GOVERNMENT

- S&L** Emilio Vargas
- S&L** TBH
- S&L** Andrew Baarson
- State** Jenny Francis
- Local** Greg Rohleder
- S&L** Steve Burnsides
- S&L** Ron Nagel
- S&L** Misty Harper
- S&L** Joe Franzen
- S&L** Kevin Farrell
- S&L** Tom Wampler



HEALTHCARE



Healthcare Liz Etting

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Tom Wampler
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EDUCATION

MOKA

- HE** James Lynch
- K12** Ashley Myers
- K12/NE** Casey Dellapenger

TEXAS

- K12/NE** Patrick Powers
- K12/NE** Adrienne Pubytski
- K12** Lindsay Claussen
- K12/NE** Tracey Bleser
- K12** Tara Hayes
- K12/NE** Paul Thomas

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Paul Thomas
Account Executive
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Paul_Thomas@SHI.com

GOVERNMENT

MOKA

- Local** Mike Jones
- S&L** David Rounds
- State** Laurie Conrad
- Local** Meghan Kepper

TEXAS

- State** Darron Gross
- State** Dave Morris
- Local** Jon Sonnen
- Local** Craig Bailey

EDUCATION

K12 Willie Ivery

HE Orlanda Rose

K12 Willie Ivery

HE Orlanda Rose

K12/HE Laura McAlister

K12/HE Christine Wilkerson

K12/HE Stephen Forsythe

North Tracey Megerle

Central Tracey Megerle

South Lorraine Kennedy

GOVERNMENT

S&L Tony Santini

S&L Trevor Golden

S&L Michael Bench

State Michael Bench

State Carly Higginbotham

Local Dean Blackmon

Local Tom Miner

Central TBH

South Tom Naelon

Healthcare Kyle DeYoung

Michael Bench
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Christine Wilkerson
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Public Sector, Government/Education East



EDUCATION

- HE (Update) John Ackerson
- HE (City) Amanda Calimano
- K12 Gerald Bianco
- HE Daniel Guzman
- K12 Angela Menach
- K12 Bryan Rosenthal
- HE Tim Martin
- K12/HE Matt Markle
- HE John Grady
- K12 (Southern) Jennifer Downey
- K12 (North) TBH

GOVERNMENT

- S&L Dean Howell
- State TBH
- Local Gena Gentile
- State Emmy Okobi
- Local John Minnella
- State Matt Markle
- Local Mac Nachlas
- S&L Eric Schroeder

HEALTHCARE

Healthcare Brad Schael

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Matt Markle Account Executive 717-428-8877 Matt_Markle@SHI.com	Tim Martin Account Executive 732-868-8728 Tim_Martin@SHI.com
Angela Menach Account Executive 732-868-8728 Angela_Menach@SHI.com	John Minnella Account Executive 732-868-8728 John_Minnella@SHI.com
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Public Sector, Government/Education Northeast



EDUCATION

- HE MaryEllen Dube
- HE Barb West
- K12 MaryEllen Dube
- HE Barb West
- K12 Jeff Levin
- HE Barb West
- K12/HE Shantelle Wright
- HE Barb West
- HE Art Gordon
- K12 (Eastern) Michael Dempsey
- K12 (Western) Shantelle Wright

GOVERNMENT

- State Barb West
- S&L Nick Repp
- S&L Nick Repp
- State Amanda Spence
- Local Michael Dempsey
- S&L Martin Barrett

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Jeff Levin Account Executive 860-872-5677 Jeff_Levin@SHI.com	Nick Repp Account Executive 603-573-6187 Nick_Repp@SHI.com
Amanda Spence Account Executive 732-537-7162 Amanda_Spence@SHI.com	Shantelle Wright Account Executive 203-212-7718 Shantelle_Wright@SHI.com

In addition to our field sales force, SHI has approximately 94 Inside Account Managers in our headquarters location who will work in tandem with our field sales force in support of this agreement. Like our field AEs, the IAMs also work only with Public Sector and are accustomed to supporting the NASPO ValuePoint SVAR contract. This team method of account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

As yet another approach to ensure we are proactively addressing the needs of Public Sector customers of all sizes, SHI also has an SM SLED division, based in our headquarters location, to support the NASPO ValuePoint contract. Currently a team of 132, this team focuses on supporting small and medium sized Local Government and K-12 customers across the country to ensure personalized attention regardless of the customer's size. This group will round off our support and ensure that all NASPO ValuePoint customers receive the proactive support and expertise needed to ensure a successful contract experience.

SM Sled Roster by State and Customers Served:

State	Territory	IAE	IAE Manager
Alabama	K-12	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Jim Grogan	Joseph Nyamwange
Alabama	Local Government	Chris Oliva	Joseph Nyamwange
Alaska	K-12	Pete Garay	Josh Reyes
Alaska	Local Government	Eric Stewart	Josh Reyes
Arizona	Local Government	Patrick O'Brien	Josh Reyes
Arizona	Local Government	Ricardo Robles	Josh Reyes
Arizona	K-12	Chris Asare	Josh Reyes
Arizona	K-12	Pete Garay	Josh Reyes
Arizona	K-12	Joe Burst	Josh Reyes
Arizona	K-12	Lindsey Ginsberg	Josh Reyes
Arkansas	K-12	Amy McGowan	Jessica Crincoli
Arkansas	Local Government	Devin Stone	Jessica Crincoli
Arkansas	Local Government	Jon Pino	Jessica Crincoli
Arkansas	Local Government	Jessica Vos	Jessica Crincoli
Arkansas	K-12	Kristen Knobloch	Jessica Crincoli
Arizona	K-12	Ryan Warwick	Josh Reyes
California	K-12	Nick Voelker	Josh Reyes
California	K-12	Chris Asare	Josh Reyes
California	K-12	Paul Marsicano	Josh Reyes
California	K-12	Chuck Singletary	Josh Reyes
California	K-12	Aline Martins	Josh Reyes
California	Local Government	Samuel Urso	Josh Reyes
California	Local Government	Paul Andrikanich	Josh Reyes
California	Local Government	Julian Diaz	Josh Reyes
Colorado	K-12	Dylan Bamrick	Josh Reyes
Colorado	Local Government	Ricardo Robles	Josh Reyes
Connecticut	Local Government	Kristen Goers	Dan Sutton
Connecticut	Local Government	Dan Biancaniello	Dan Sutton
Connecticut	K-12	Bryan Amiano	Dan Sutton
Delaware	K-12	Mike Zmachinski	Dan Sutton
Alabama	Local Government	Bryan Hunt	Joseph Nyamwange
Florida	Local Government	Tyler Osofsky	Joseph Nyamwange
Florida	K-12	Katherine Fernandez	Joseph Nyamwange
Florida	K-12	Chris Henry	Joseph Nyamwange
Florida	K-12	Dipali Patel	Joseph Nyamwange

Georgia	Local Government	Pat Connolly	Joseph Nyamwange
Georgia	Local Government	Kyle Thomas	Joseph Nyamwange
Georgia	K-12	Dominic Appiah	Joseph Nyamwange
Hawaii	Local Government	Eric Stewart	Josh Reyes
Idaho	K-12	Pete Garay	Josh Reyes
Idaho	K-12	Sierla Hubac	Josh Reyes
Idaho	Local Government	Patrick O'Brien	Josh Reyes
Illinois	K-12	Stefanie Weg	Chris Cashin
Illinois	K-12	Connor Pollitt	Chris Cashin
Illinois	K-12	Shane Byron	Chris Cashin
Illinois	K-12	Symeja Seji	Chris Cashin
Illinois	K-12	Brianna Balestrieri	Chris Cashin
Illinois	Local Government	Mike Ryan	Chris Cashin
Illinois	Local Government	Bill Scioscia	Chris Cashin
Indiana	K-12	Justin Yuka	Chris Cashin
Iowa	K-12	Brian White	Chris Cashin
Kansas	K-12	Amy McGowan	Jessica Crincoli
Kansas	K-12	Marcus Parker	Jessica Crincoli
Kansas	K-12	Bill Wood	Jessica Crincoli
Kansas	K-12	Taylor Howes	Jessica Crincoli
Kansas	Local Government	Ashley Marfo	Jessica Crincoli
Iowa	Local Government	Laura Rista	Chris Cashin
Louisiana	Local Government	Jon Pino	Jessica Crincoli
Louisiana	K-12	Debbie Rezac	Jessica Crincoli
Kentucky	K-12	Connor Pollitt	Chris Cashin
Kentucky	K-12	Liz Gallagher	Chris Cashin
Kentucky	Local Government	Bill Scioscia	Chris Cashin
Louisiana	K-12	Vanessa Muniz	Jessica Crincoli
Maine	K-12	Patricia Killeavy	Dan Sutton
Maine	K-12	Tim Snook	Dan Sutton
Maine	Local Government	Dan Biancaniello	Dan Sutton
Maryland	K-12	Mike Zmachinski	Dan Sutton
Maryland	Local Government	Edward Holmes	Dan Sutton
Maryland	Local Government	Justin Johnson	Dan Sutton
Massachusetts	Local Government	Kristen Goers	Dan Sutton
Massachusetts	Local Government	Tylere Daniel	Dan Sutton
Massachusetts	K-12	Bryan Amiano	Dan Sutton
Massachusetts	K-12	Tim Snook	Dan Sutton
Massachusetts	K-12	Kara Flanders	Dan Sutton
Michigan	K-12	Christine Devlin	Chris Cashin
Michigan	Local Government	Angad Singh	Chris Cashin
Minnesota	Local Government	Bill Scioscia	Chris Cashin
Minnesota	K-12	Victoria Pelosi	Chris Cashin
Minnesota	K-12	Stephanie Hawley	Chris Cashin
Mississippi	Local Government	Jon Pino	Jessica Crincoli

Mississippi	K-12	Vanessa Muniz	Jessica Crincoli
Mississippi	K-12	Debbie Rezac	Jessica Crincoli
Missouri	K-12	Marcus Parker	Jessica Crincoli
Missouri	K-12	Kelsey Valenti	Jessica Crincoli
Missouri	K-12	Bill Wood	Jessica Crincoli
Missouri	K-12	Taylor Howes	Jessica Crincoli
Missouri	Local Government	Devin Stone	Jessica Crincoli
Missouri	Local Government	Jon Pino	Jessica Crincoli
Montana	K-12	Dylan Bamrick	Josh Reyes
Montana	K-12	Genevieve Kobus	Josh Reyes
Montana	Local Government	Patrick O'Brien	Josh Reyes
Nebraska	K-12	Brian White	Chris Cashin
Nevada	K-12	Joe Burst	Josh Reyes
Nevada	Local Government	Priscilla Fowler	Josh Reyes
New Hampshire	K-12	Tim Snook	Dan Sutton
New Hampshire	K-12	Patricia Killeavy	Dan Sutton
New Hampshire	Local Government	Dan Biancaniello	Dan Sutton
New Hampshire	Local Government	Kristen Goers	Dan Sutton
New Jersey	Local Government	Gabriella Viola	Dan Sutton
New Jersey	Local Government	Kevin VanBuskirk	Dan Sutton
New Jersey	K-12	Sean MacLeary	Dan Sutton
New Jersey	K-12	Ryan Kachel	Dan Sutton
New Jersey	K-12	Peter Corsi	Dan Sutton
New Jersey	K-12	Sara Burrows	Dan Sutton
New Mexico	Local Government	Priscilla Fowler	Josh Reyes
New Mexico	K-12	Joe Burst	Josh Reyes
New York	K-12	Patrick Goldsmith	Dan Sutton
New York	K-12	Brittany Kranpost	Dan Sutton
New York	K-12	Natalie Nicosia	Dan Sutton
New York	K-12	Sara Burrows	Dan Sutton
New York	Local Government	Jared Kohutanycz	Dan Sutton
New York	Local Government	Jason Rieg	Dan Sutton
Georgia	K-12	Dipali Patel	Joseph Nyamwange
North Carolina	Local Government	Lou Malvasi	Joseph Nyamwange
North Carolina	Local Government	Kevin Mariano	Joseph Nyamwange
North Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
North Carolina	Local Government	Katie Jones	Joseph Nyamwange
North Carolina	K-12	Valentina Trajkovska	Joseph Nyamwange
North Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
Nebraska	Local Government	Laura Rista	Chris Cashin
North Dakota	K-12	Brian White	Chris Cashin
North Dakota	K-12	Sean Birch	Chris Cashin
North Dakota	Local Government	Laura Rista	Chris Cashin
Ohio	Local Government	Kenji Horton	Chris Cashin
Ohio	Local Government	Pat Swinarski	Chris Cashin

Ohio	K-12	Chris Imperiale	Chris Cashin
Ohio	K-12	Liz Gallagher	Chris Cashin
Ohio	K-12	Albert Eserjose	Chris Cashin
Ohio	K-12	Nicole DAndrea	Chris Cashin
Missouri	Local Government	Jessica Vos	Jessica Crincoli
Oklahoma	K-12	Kelsey Valenti	Jessica Crincoli
Oklahoma	K-12	Amy McGowan	Jessica Crincoli
Oklahoma	K-12	Marcus Parker	Jessica Crincoli
Oklahoma	K-12	Taylor Howes	Jessica Crincoli
Oklahoma	Local Government	Bryan Leoni	Jessica Crincoli
Oklahoma	Local Government	Sean Walker	Jessica Crincoli
Oklahoma	Local Government	Ashley Marfo	Jessica Crincoli
New Mexico	K-12	Ryan Warwick	Josh Reyes
Oregon	Local Government	Eric Stewart	Josh Reyes
Oregon	K-12	Pete Garay	Josh Reyes
Pennsylvania	Local Government	Edward Holmes	Dan Sutton
Pennsylvania	Local Government	Jared Kohutanycz	Dan Sutton
Pennsylvania	K-12	Suzy Oganessian	Dan Sutton
Pennsylvania	K-12	Josh Katz	Dan Sutton
Rhode Island	Local Government	Kristen Goers	Dan Sutton
Rhode Island	Local Government	Dan Biancaniello	Dan Sutton
Rhode Island	K-12	Bryan Amiano	Dan Sutton
North Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
South Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
South Carolina	Local Government	Katie Jones	Joseph Nyamwange
South Dakota	K-12	Brian White	Chris Cashin
South Dakota	K-12	Sean Birch	Chris Cashin
South Dakota	Local Government	Laura Rista	Chris Cashin
Tennessee	Local Government	Chelsea Davis	Chris Cashin
Tennessee	K-12	Justin Yuka	Chris Cashin
Texas	Local Government	Andrew Baicher	Jessica Crincoli
Texas	Local Government	Sean Walker	Jessica Crincoli
Texas	Local Government	Bryan Leoni	Jessica Crincoli
Texas	Local Government	Christian Niemann	Jessica Crincoli
Texas	K-12	Nick Loughlin	Jessica Crincoli
Texas	K-12	Alan Frost	Jessica Crincoli
Texas	K-12	Phil Nowakowski	Jessica Crincoli
Texas	K-12	Jim Fuhrman	Jessica Crincoli
Texas	K-12	Courtney Ritter	Jessica Crincoli
Texas	K-12	Will Fleming	Jessica Crincoli
Oregon	K-12	Sierla Hubac	Josh Reyes
Utah	Local Government	Patrick O'Brien	Josh Reyes
Utah	Local Government	Priscilla Fowler	Josh Reyes

Utah	K-12	Joe Burst	Josh Reyes
Vermont	K-12	Patricia Killeavy	Dan Sutton
Vermont	K-12	Tim Snook	Dan Sutton
Vermont	Local Government	Dan Biancaniello	Dan Sutton
Pennsylvania	K-12	Natalie Nicosia	Dan Sutton
Pennsylvania	K-12	Tori Huber	Dan Sutton
Virginia	K-12	Ashley DeLia	Dan Sutton
Virginia	K-12	Tom Monks	Dan Sutton
Virginia	Local Government	Dianna Lee	Dan Sutton
Virginia	Local Government	Tom Monks	Dan Sutton
Utah	K-12	Ryan Warwick	Josh Reyes
Washington	Local Government	Eric Stewart	Josh Reyes
Washington	K-12	Pete Garay	Josh Reyes
West Virginia	K-12	Ashley DeLia	Dan Sutton
West Virginia	Local Government	Dianna Lee	Dan Sutton
Wisconsin	Local Government	Ryan Baicher	Chris Cashin
Wisconsin	K-12	Stefanie Weg	Chris Cashin
Wisconsin	K-12	Victoria Pelosi	Chris Cashin
Washington	K-12	Sierla Hubac	Josh Reyes
Wyoming	K-12	Dylan Bamrick	Josh Reyes
Wyoming	K-12	Genevieve Kobus	Josh Reyes
Wyoming	Local Government	Patrick O'Brien	Josh Reyes

In addition, SHI has a Software & Licensing Department and an Advanced Solutions Department whose members are dedicated to supporting specific manufacturers and/or manufacturer product lines. Many of these representatives are manufacturer sponsored and have completed the required manufacturer certifications to provide pre-sales support. With 300 product specialists, pre-sales support engineers, licensing representatives, and technicians, SHI is absolutely ready and excited to support the product requirements for NASPO ValuePoint SVAR contract users. With just a single call to your Account Executive, you will be put in touch with the correct representative for your needs.

- 1.4 Subcontractors – Provide the following information for items 1.4.1 through 1.4.3, using the format below, for any subcontractors you propose to use.
 - 1.4.1 Name of individual or company;
 - 1.4.2. Proposed work to be performed;
 - 1.4.3 Approximate percentage of work directed to subcontractor relative to total work under a resultant contract;
 - 1.4.4 In addition, provide a brief resume which contains education / credentials / certifications / employment.

SHI Response:

At this time, SHI has not identified specific subcontractors to engage. Should the need arise base on a customer's requirements and the scope of services, SHI will engage with the subcontractor who fits the customer's requirements. We understand the use of a subcontractor is subject to the customer's approval.

1.5 Consultants – Provide the following information for items 1.5.1 through 1.5.3, for all non-employee consultants that assisted in the development of the Offeror's response to this solicitation.

1.5.1 Name of individual or company;

1.5.2. Work performed regarding the Offeror's response;

1.5.3 Resume which contains education / credentials / certifications / previous and current employment.

SHI Response:

No consultants assisted in the development of SHI's proposal.

2. Company's Experience

Describe the Offeror's experience and expertise providing the following services:

2.1 Account Management (assume 'accounts' as equivalent to a state contract, and to to a using municipality).

SHI Response:

As described within our response to section 1.3 above, SHI provides each customer with a dedicated Account Team. The members of the teams are focused on specific verticals within public sector (i.e. state government, local government, and education). These teams bring expertise in IT solutions and tremendous experience with public sector contracts to each Participating State. This means that SHI is able to deliver the following benefits to all NASPO ValuePoint customers:

- A keen understanding of the unique challenges government and education customers face.
- Best practices around software licensing for individual customers, as well as licensing programs that recognize cumulative spend per State or under the agreement as a whole.
- Specialized customer service for small, medium, and large organizations throughout the Participating States.

Regardless of the customer type or the size of the organization, SHI understands that in order to bring the right solution to a customer, we need to first understand that customer's vision. Once we understand their goals, our pre-sales licensing and technical support staff help design a strategy that is suitable to the customer's current environment, while ensuring it will scale to meet their future needs. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring those products using the most advantageous pricing programs and at the most aggressive possible cost. We then follow through with deployment services and support to ensure that the solution the customer procured is working as expected.



In short, SHI's Public Sector Account Teams offer the experience and the expertise to help NASPO ValuePoint customers to address, acquire, and adopt the software products and solutions needed to further their organizations' missions.

2.2. License Management.

SHI Response:

When it comes to implementing and managing software licensing solutions, nobody does it better than SHI. Our software procurement consulting services and Polaris asset management make it easy for our customers to select and manage the license programs that are right for them.

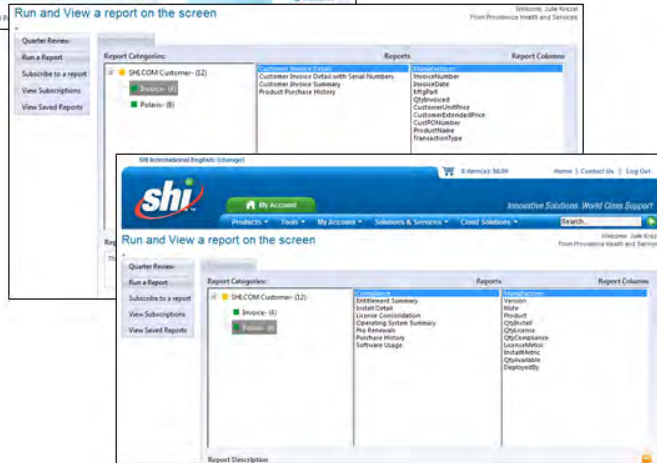
SHI Licensing Team: SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

License Management System: Utilizing SHI's License Management System (LMS), we track key contract dates and terms and conditions, including pricing level and milestone requirements. Linked to SHI's order entry and reporting system, LMS provides the checks and balances to ensure your transactions are processed and reported against the correct agreement numbers and discount levels. Furthermore, SHI provides advanced notification for contract milestones and renewals.

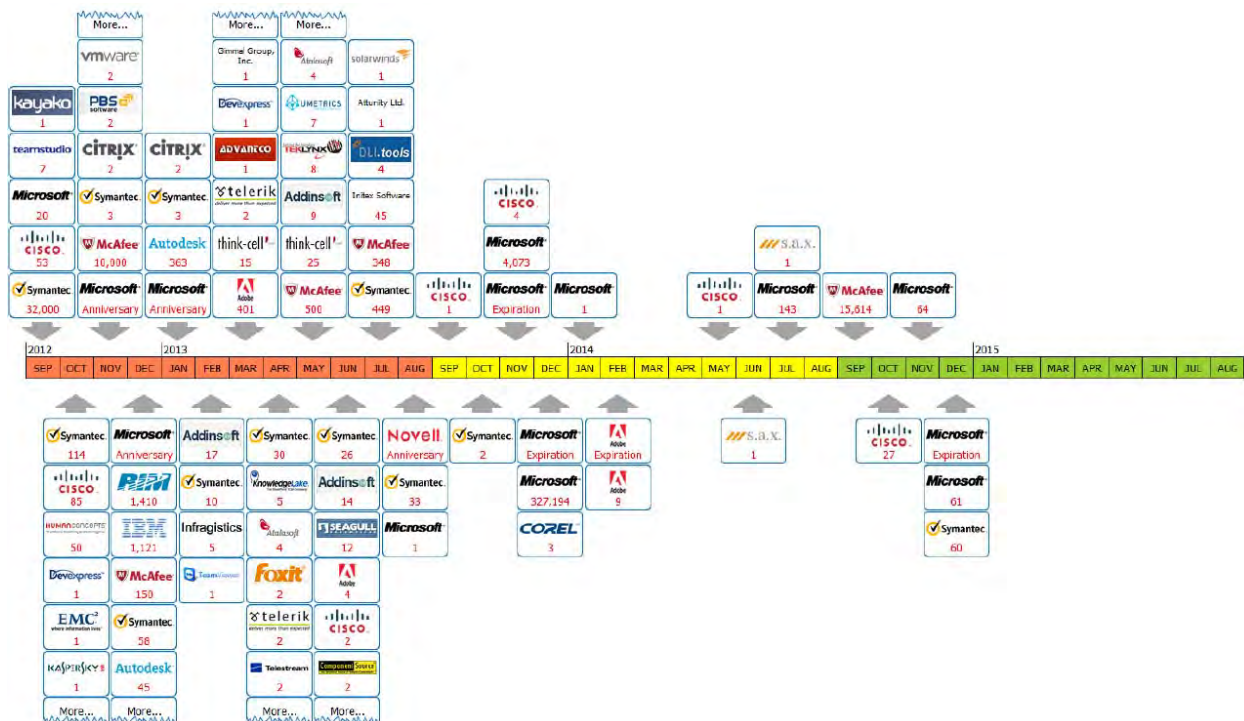
Reporting: SHI offers a breadth of reporting options which are flexible, customized, and available at no cost. We offer custom data capture for reports that track purchases within your organization, e.g. project codes, department codes, business units, etc. Our customers have the option to run these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



- Quarterly Overview provides top products or top manufacturer view
- Select to run a report immediately or set up a report subscription
- Select the report
- Enter report parameters



SHI understands it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: Polaris Renewal Organizer (PRO). Available at no charge to our customers, PRO compiles your technology renewals in a centralized, rolling three year on-line timeline for simplified budgeting and renewal management.



SHI was founded in 1989 as a software reseller. We have been supporting our customers' software and licensing needs for 26 years. We have seen many changes in the industry and we remain nimble in our support structure to ensure we can meet the changing needs of the customers, as well as the software publishers with whom we partner. SHI is the industry leader; no other software reseller provides as effective and efficient support around software license agreements.

2.3 Training

SHI Response:

SHI understands the importance of providing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.
- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Initial and Ongoing Communication Plan

Contract Announcement—Upon award of the contract, SHI will create an Email marketing piece to announce the renewal of the NASPO SVAR Contract with SHI. We will reach out to our existing customer base, as well as entities within the states that are not currently purchasing from SHI. We will announce the availability of the contract and include information and instructions for obtaining pricing and placing orders. The announcement will be similar to the following and will be customized to include contact information, based on the customer entity.

Did you hear the news?

*NASPO ValuePoint has awarded SHI with a
contract for Software & Services*

Public agencies across The United States can now take advantage of our exclusive discounts with a variety of software publishers and IT service providers. Protect your money, time and data with our state-of-the-art bundled solutions. Below are our top software partners, with many hundreds more to choose from.



Many Powerful Solutions. One Innovative Solutions Provider.

Contact your SHI Account Team for more information on NASPO ValuePoint or to request a quote:

Account Executive

Email: XXX@shi.com | Office: XXX-XXX-XXXX | Fax: XXX-XXX-XXXX

SHI International Corp.

www.publicsector.shidirect.com | 888-744-4084

Online Contract Information—SHI will post informational documents on the SHI.COM home pages for Participating States. The documents will include general information about the NASPO ValuePoint SVAR Contract, as well as specific information regarding any relevant details of the contract—including how to make purchases and where to obtain support.

Newsletter— SHI creates a number of very informative newsletters that we send to our customers each month. They contain information regarding important contract dates, product releases or changes, Q&A, upcoming events, etc. Thousands of customers across the country currently receive this newsletter from us. We will be pleased to make these communications available to all interested SVAR contract users.

SHI Blogs— Featuring proprietary information and original content, the SHI Blog helps IT and Procurement professionals cut through IT's marketing fluff to validate how technology is evaluated, selected, deployed and maintained in real-world scenarios. The SHI Blog is authored by SHI subject matter experts who directly support and answer the questions of SHI's 18,000+ corporate, academic and government clients around the globe. Because SHI does not – and will not – accept any funding for content appearing in The SHI Blog, we retain complete editorial control. Feel free to subscribe to and read our most current blogs here: <http://blog.shi.com/>



The screenshot displays the SHI Blog homepage. At the top left is the SHI logo and the title "The SHI Blog". A navigation bar contains links for HOME, HARDWARE, SOFTWARE, SERVICES, SOLUTIONS, MOBILITY, CLOUD, and NEW. The main content area is titled "SOFTWARE" and features an article titled "Paid for, but not used: Why you're probably not using some software entitlements" by Adrian Sferle, dated November 12. The article includes a photo of hands typing on a keyboard and a snippet of text about software licensing. Below the article are social media sharing buttons (Facebook Like, LinkedIn Share, Twitter) and tags for IT asset management, ITAM, and Software licensing. The right sidebar contains a "Popular Posts" section with links to articles about Office 365 licensing, Microsoft Enterprise Cloud Suite, Windows 10 upgrade offer, Windows 10 volume licensing, and Adobe Creative Cloud. Below this is a "Subscribe" form with the text "Enter your email address". Further down is a "Socialize With Us" section with links to LinkedIn, YouTube, Facebook, and Twitter. At the bottom of the sidebar is a "Meet the Bloggers" section with four stylized avatars.

sh
The SHI Blog

HOME HARDWARE SOFTWARE SERVICES SOLUTIONS MOBILITY CLOUD NEW

SOFTWARE

Paid for, but not used: Why you're probably not using some software entitlements
November 12 | Adrian Sferle

Many organizations struggle to keep up with more than just the [owned versus deployed positions of their software licensing](#); additional entitlements, such as software maintenance, are often purchased with the license, but go overlooked and unused. These additional entitlements, the terms of which differ from publisher to publisher, are typically valid for a fixed timeframe, and organizations often fail to act on them within that period. [\(more...\)](#)

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Tags: IT asset management, ITAM, Software licensing

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- 4 questions customers are asking about licensing Office 365
- How Microsoft Enterprise Cloud Suite licensing affects you
- 5 things to know about Microsoft's free Windows 10 upgrade offer
- Windows 10 is here: Here's what volume licensing customers need to know
- Adobe Creative Cloud: team versus individual licenses

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Meet the Bloggers

Marketing Pieces—SHI creates hundreds of marketing pieces for our major manufacturer partners. These are made available to customers through a number of avenues – in-person meetings, trade shows, email delivery, mail-outs, etc. The marketing pieces will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to a contract, such as NASPO ValuePoint.

In addition to training on how to best use the product, SHI also makes software product training available to our customers. With regard to product training, SHI partners with companies that specialize in application training. SHI will work with each Participating State to develop a complete offer that meets their needs, from end user training to programs designed for IT representatives. The following training options are available as a fee-based service:

- **Classroom Style Training**—off-site from the customer. This is designed to meet the customer’s needs when only a small number of representatives need to receive the training.
- **On-site Training**—a good option for those applications that are used by a large number of users.
- **Computer-based Training**—including training books and educational CDs.

2.4 Software Advisement

SHI Response:

SHI’s Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations’ requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

We provide dedicated staff for all of our major partners – **including each of the SVAR Key Itemized publishers**, and many more, including but not limited to the following:

Software Publisher	Authorization & Support
Adobe	Authorized Licensing Center (ranked #2)
	Platinum Partner
	7 Dedicated Sales & Licensing Specialists
	1 Team Manager
ArcServe	Large Account Reseller (ranked #3)
	1 Sales & Licensing Specialist
Attachmate	National Reseller (ranked #1)
	1 Dedicated Sales & Licensing Specialist
Autodesk	Volume Channel Partner - 2014 Volume Partner of the Year
	1 Dedicated Sales & Licensing Specialist
Barracuda	Diamond Level Partner
	1 Security Sales & Licensing Specialist

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

	National Partner of the Year 2014 1 Security Software & Licensing Specialist
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1) Corporate Reseller of the Year - 2014 1 Dedicated Sales & Licensing Specialist 1 Business Development Manager 1 Technical Resource - ESG
Microsoft	LSP & EDA (ranked #1) Gold Competency Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions 12 time winner of MLGP Operational Excellence Several Technical Resources - ESG
LogRhythm	Partner 1 Sales & Licensing Specialist
Net IQ	Authorized Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Novell	National Partner (ranked #1) 1 Dedicated Sales & Licensing Specialists
Nuance	Managed Partner (ranked #2) 2 Emerging Partner Specialists
Open Text	Corporate Reseller Partner (ranked #1) 2 Emerging Partner Specialists

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

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

Enhanced Support for Other Itemized Publishers, and Many More—SHI has a diverse partner ecosystem, supporting over 15,000 unique publishers today. The following logos illustrate only a handful of the fully managed or emerging partners within SHI’s partner network. SHI has invested substantially in both Pre and Post Sales resources to better service its customers and their long term needs as they Address, Acquire, and Adopt their software solutions.

“Top Emerging Partners”

...with thousands of other technology solutions sold

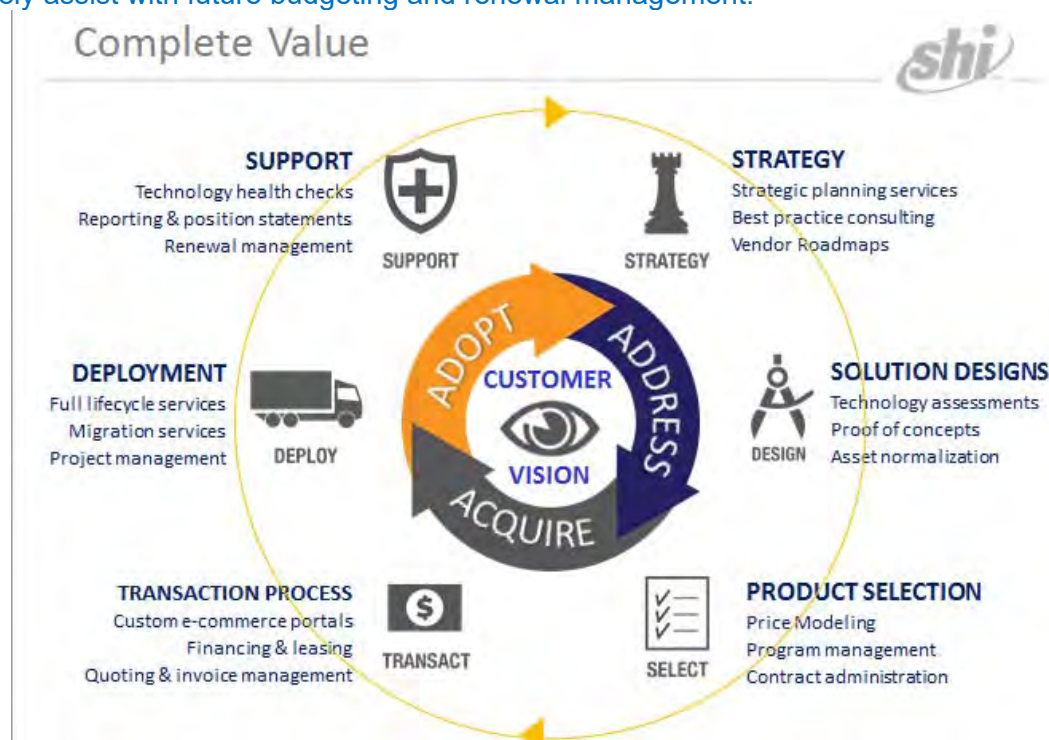


SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. In addition, we would like to highlight a few additional services which our customers find especially valuable.

To understand the types of value-added services that SHI offers, it is helpful to envision our Address, Acquire, Adopt model, which is built around the visions of our customers (see graphic below). We understand that in order to fulfill their missions, customers need to move through each phase of the process and to receive the support they need at each stage along the way. Following are some examples of the services (both free and fee-based) that SHI offers at each stage:

- **Strategy:** To assist in developing a strategy, SHI offers our customers strategic planning services and access to the technology roadmaps they need to plan for the future.
- **Solution Design:** SHI's in-house Solutions team offers a variety of assessments to help customers understand their baseline, as well as proof of concepts for technology advancements.
- **Product Selection:** This phase is about so much more than selecting the right product. SHI also helps with identifying the best buying program and procurement timing, as well as software volume license agreement implementation and administration.
- **Transaction:** SHI is well-known for our flexibility and efficiency in conducting transactions for our customers. We offer customized quoting, invoicing, financing, and e-Commerce options to simplify the buying process for our customers.
- **Deployment:** Beyond just delivering the software, SHI welcomes the opportunity to assist our customers with project management and implementation services.
- **Support:** SHI conducts regular reviews with our customers to ensure that their technology is working as expected in their environment. We also provide reporting and licensing position statements, and we proactively assist with future budgeting and renewal management.



At the core of our Address, Acquire, Adopt methodology is SHI's ability to listen to our customers' needs and to propose solutions that address those needs, and help customers achieve their vision. The value-added services that we offer take on many forms, and they continue to evolve along with our customers' changing needs. SHI delivers services through our own resources, as well as through our extensive partner network.

Under the current NASPO ValuePoint SVAR contract, SHI's Account Executives work closely with their customers to understand their vision and to ensure that we are providing the right mix of products, services, and solutions for their organization. We are committed to continuing to partner with our customers in this way throughout the term of the new contract. We provide additional detail around our value-added services within the Methodology attachment of this proposal (Attachment B) as well.

3. Clients

3.1 Provide information on Offeror's current government client list.

SHI Response:

SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients we work with is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.

Here are a few statistics which demonstrate our enthusiasm for and commitment to this customer segment:

- SHI's Public Sector sales overall 2014 revenue was \$1.3B, representing over 24% growth from 2013.
- SHI has 88 Field Account Executives supporting State & Local Government and Education customers throughout the U.S.
- SHI's Small-Medium SLED team, based in our New Jersey office, supports our smaller and remote customers with additional 132 Inside Account Executives helping K-12 schools and local government agencies.
- SHI has 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

With regard to the current NASPO ValuePoint SVAR contract in particular, SHI is proud to hold Participating Addenda in each of the following states:

State	Customer	Contract Name	Manufacturers
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (HP)	HP
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
AK	State of Alaska	NASPO ValuePoint - DataComm (F5)	F5 Networks
AK	State of Alaska	NASPO ValuePoint - Software VAR	All manufacturers
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Adobe	Adobe
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Lenovo	Lenovo
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Microsoft	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Adobe
AL	State of Alabama	Software, Personal Computer Contract	McAfee
AL	State of Alabama	Software, Personal Computer Contract	VMware
AL	State of Alabama	Software, Personal Computer Contract	Symantec
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Nuance
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Attachmate
AR	State of Arkansas	APC Network Infrastructure Solutions	APC
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (HP)	HP
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
AR	State of Arkansas	NASPO ValuePoint - Software VAR	All manufacturers EXCEPT Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	State - Software LAR	Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	Wide Area Networking (WAN)	Cisco
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (HP)	HP
AZ	State of Arizona	NASPO ValuePoint - Software VAR	All manufacturers
CA	County of Santa Clara	County of Santa Clara COTS	All manufacturers
CA	County of Santa Clara	County of Santa Clara Peripherals	All manufacturers
CA	State of California	DGS Target Based De-Duplication	NetApp
CA	State of California	NASPO ValuePoint - Computer Equipment (HP)	HP
CA	State of California	NASPO ValuePoint - Software VAR	All manufacturers
CA	State Compensation Insurance Fund	SCIF Dell Hardware and Peripherals	Dell
CA	State of California	SLP - Adobe	Adobe
CA	State of California	SLP - Attachmate	Attachmate
CA	State of California	SLP - CommVault	CommVault
CA	State of California	SLP - Microsoft Academic Select	Microsoft
CA	State of California	SLP - Microsoft Government Select	Microsoft

CA	State of California	SLP - Novell	Novell
CA	State of California	SLP - Symantec	Symantec
CA	State of California	SLP - Trend Micro	Trend Micro
CA	State of California	SLP - VMware	VMware
CO	State of Colorado	NASPO ValuePoint - Computer Equipment (HP)	HP
CO	State of Colorado	NASPO ValuePoint - Software VAR	All manufacturers
CO	State of Colorado	NCPA - Dell	Dell
CT	State of Connecticut	NASPO ValuePoint - Software VAR	All manufacturers
CT	Town of Bloomfield, CT	NASPO ValuePoint - Software VAR	All manufacturers
DE	State of Delaware	NASPO ValuePoint - Computer Equipment (HP)	HP
DE	State of Delaware	NASPO ValuePoint - Software VAR	All manufacturers
FL	State of Florida	Commercial Off-the-Shelf (COTS) Software	All manufacturers
FL	State of Florida	Microsoft License, Maintenance & Services	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (EMC)	EMC
FL	State of Florida	NASPO ValuePoint - Computer Equipment (HP)	HP
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
FL	State of Florida	NASPO ValuePoint - DataComm (Brocade)	Brocade
FL	State of Florida	NASPO ValuePoint - DataComm (Cisco)	Cisco
FL	State of Florida	NASPO ValuePoint - Software VAR	All manufacturers
GA	Georgia Board of Regents	GA BOR VMware	VMware
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Aerohive
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Meru
GA	State of Georgia	PC Hardware, Related Equipment and Services	HP
GA	State of Georgia	Software and Services	All manufacturers
HI	State of Hawaii	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
HI	State of Hawaii	NASPO ValuePoint - Software VAR	All manufacturers
IA	State of Iowa	NASPO ValuePoint - DataComm (F5)	F5 Networks
ID	State of Idaho	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
ID	State of Idaho	NASPO ValuePoint - Software VAR	All manufacturers
IL	State of Illinois	Adobe Products Statewide Master	Adobe
IN	Big Ten Purchasing Consortium (CICPC)	EndPoint Security Software	Symantec
KS	State of Kansas	Cloud Msg & Collaboration	Microsoft
KS	State of Kansas	IT Security Products & Services	CheckPoint, McAfee, Symantec, RSA
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KS	State of Kansas	NASPO ValuePoint - Software VAR	All manufacturers
KY	Commonwealth of	Enterprise IT Software Reseller	All manufacturers

Kentucky			
KY	State of Kentucky	KETS Instructional Device (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (HP)	HP
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - DataComm (Cisco)	Cisco
LA	State of Louisiana	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
LA	State of Louisiana	Tripp Lite Computer Peripherals	Tripp Lite
MA	State of Massachusetts	ITC47 - Hardware and Services	Acer, Samsung, Dell, HP, Lenovo, Cisco, EMC, IBM, NetApp
MA	State of Massachusetts	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
MD	State of Maryland	Commercial Off the Shelf Software (COTS 2012)	See list of manufacturers at website
MD	State of Maryland	Consulting and Technical Services+ (CATS+)	All manufacturers
MD	State of Maryland	Desktop, Laptop and Tablet	Dell, Lenovo, HP, Fujitsu, Panasonic, Apple, Belkin, CODi, Ergotron, Kingston, Plantronics, Premier Mounts, C2G, NEC, Planar Systems, Sharp, Viewsonic, Microsoft
MD	State of Maryland	Hardware 2012	See list of manufacturers at website
MD	State of Maryland	Microsoft Software & Services Large Account Reseller	Microsoft
MD	Maryland Judiciary	MJUD COTS Software Master	All manufacturers except Microsoft and Novell
MD	Maryland Judiciary	MJUD Hardware and Associated Equipment and Services	All manufacturers
ME	State of Maine	NASPO ValuePoint - Computer Equipment (HP)	HP
ME	State of Maine	NASPO ValuePoint - Software VAR	All manufacturers
MI	State of Michigan	NASPO ValuePoint - DataComm (Cisco)	Cisco
MN	State of Minnesota	Computers: Enterprise Hardware, Software and Services	See price lists attached
MO	State of Missouri	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
MO	State of Missouri	NASPO ValuePoint - DataComm (Cisco)	Cisco
MO	State of Missouri	NASPO ValuePoint - Software VAR	All manufacturers
MS	State of Mississippi	IT Hardware EPL	Acer, Aerohive, Alcatel-Lucent, Aruba Networks, BenQ, Boxlight, Brother, Chief, Eiki International, EMC, Fujitsu, Howard, HP, Juniper, Lenovo, NEC, Nimble, Oki Data, Panasonic, Ricoh, Samsung, Sharp, Tegile, Tripp Lite, Unitrends, Viewsonic
MS	State of Mississippi	Software EPL	Adobe CLP/TLP, Attachmate, Autodesk, Citrix, Corel, CA, EMC, IBM Passport Agreement, McAfee, Novell, Open Text, Quest, SAP, Sophos, Symantec, Trend Micro, VMware
MS	State of Mississippi	State of Mississippi Microsoft Contract	Microsoft
MT	State of Montana	NASPO ValuePoint - Computer Equipment (HP)	HP
MT	State of Montana	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

MT	State of Montana	NASPO ValuePoint - DataComm (Dell)	Dell
MT	State of Montana	NASPO ValuePoint - DataComm (EMC)	EMC
MT	State of Montana	NASPO ValuePoint - DataComm (F5)	F5 Networks
MT	State of Montana	NASPO ValuePoint - Software VAR	All manufacturers
MT	State of Montana	NCPA - Dell	Dell
National	National	Buyboard	All manufacturers
National	National	E&I Cooperative	All manufacturers
National	National	MHEC - VMware	VMware
National	National	NCPA - Lenovo	Lenovo
National	National	PACE	All manufacturers
National	National	PEPPM 2015 (Alcatel Lucent)	Alcatel Lucent
National	National	PEPPM 2015 (Lexmark)	Lexmark
National	National	PEPPM 2015 (Panasonic)	Panasonic
			Axiom, Chief, Da-Lite, Dell, Higher Ground, HP Printers, HP Computers, HP Servers, Lifesize, Microsoft Surface, RedHat, Samsung
National	National	PEPPM 2015 (Synnex)	
National	National	TIPS - Computers, Equipment, Components and Peripherals	All manufacturers
National	National	TIPS - Copiers, Faxes and Multifunction Machines	All manufacturers
National	National	TIPS - Networking Equipment, Software and Services	All manufacturers
National	National	TIPS - Software	All manufacturers
NC	State of North Carolina	EndPoint Security Software	McAfee, Symantec
NC	USETPA	LAN-WAN Security	Aerohive, Cisco, Dell, Microsoft, Nicus Software, VMware, Xirrus
NC	USETPA	LAN-WAN Security	Lenovo
NC	USETPA	LAN-WAN Security / End User Devices (Synnex)	Acer, HP, Microsoft, Samsung, Ctera, Google, Fortinet, StorageCraft, Tripp Lite, Belkin, Black Box, West Penn Wire, Xerox, Sagemcom, Plantronics, Toshiba, Epson
NC	North Carolina Dept. of Public Instruction (NCDPI)	LEA WiFi	Cisco
NC	State of North Carolina	Mass Storage	Appsense, EMC, Nimble, Nutanix, Symantec, Tintri
NC	State of North Carolina	Microcomputers and Peripheral Components	Lenovo, Samsung
NC	State of North Carolina	Microsoft Software Products	Microsoft
NC	Mecklenburg County	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NC	State of North Carolina	Novell Software and Maintenance Products	Novell
NC	State of North Carolina	Printer and Peripheral Components	HP
NC	State of North Carolina	Printer and Peripheral Components	Brother
NC	State of North Carolina	Printer and Peripheral Components	Samsung
NC	State of North Carolina	Ruggedized Mobile Computing Devices	Getac
NC	State of North Carolina	VMware Software Products and Maintenance	VMware
ND	State of North Dakota	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NH	State of New Hampshire	Computer Software - Reseller	All manufacturers
NH	State of New Hampshire	NASPO ValuePoint - DataComm (Cisco)	Cisco
NJ	State of New Jersey	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (HP)	HP
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NJ	State of New Jersey	NASPO ValuePoint - DataComm (Brocade)	Brocade
NJ	State of New Jersey	NASPO ValuePoint - DataComm (F5)	F5 Networks
NJ	Port Authority of NY & NJ	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NCPA - Dell	Dell
NV	State of Nevada	NASPO ValuePoint - Software VAR	All manufacturers
NY	State of New York	Enterprise Systems (HP)	HP
NY	State of New York	Microcomputer System and Related Services (HP)	HP
NY	State of New York	Microcomputer System and Related Services (Lenovo)	Lenovo
NY	State of New York	Microcomputer System and Related Services (Toshiba)	Toshiba
NY	State of New York	Miscellaneous Software	All manufacturers EXCEPT those in the attached.
NY	State of New York	Office Equipment (Oki Data)	Oki Data
NY	State of New York	Power Protection Equipment (APC)	APC
NY	State of New York	Power Protection Equipment (Tripp Lite)	Tripp Lite
NY	State of New York	Printing and Imaging Equipment (Oki Data)	Oki Data
NY	State of New York	Printing and Imaging Equipment (Samsung)	Samsung
NY	State of New York	Printing and Imaging Equipment (Xerox)	Xerox
NY	State of New York	Software (CA)	CA
NY	State of New York	Software and Related Services (Novell)	Novell
NY	State of New York	Systems and Peripherals (Storage) (EMC)	EMC
NY	State of New York	Systems and Peripherals (Storage) (HP)	HP
OH	State of Ohio	Computer Hardware, Software and IT Services	Citrix, Extreme Networks, Fujitsu, Infoblox, Intermec, Juniper, McAfee, NEC, NetScout, Nuance, Polycom, Riverbed, SAP, Tibco, Palo Alto
OH	State of Ohio	Microsoft LAR	Microsoft
OH	State of Ohio	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	City of Oklahoma City	Computers, Software and Related Supplies/Services	All manufacturers
OK	State of Oklahoma	Desktop Software and Services	Microsoft, Adobe, SAP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
OK	State of Oklahoma	NASPO ValuePoint - Software VAR	All manufacturers
OK	City of Oklahoma City	Office Printers and Related Supplies & Services	All manufacturers
OR	State of Oregon	NASPO ValuePoint - Software VAR	All manufacturers

PA	State of Pennsylvania	COSTARS-3 IT Hardware	Acer, APC, Belkin, Cisco, Dell, EMC, Fujitsu, HP, Intel, Jabra, Lenovo, Nimble, Unitrends, ViewSonic
PA	State of Pennsylvania	COSTARS-6 Software	Adobe, Attachmate, Blue Open Text, CA, Citrix, CommVault, Corel, Dell, IBM, Kaspersky, McAfee, Microsoft, NetIQ, Novell, Nuance, Open Text, Quest, RSA, Solarwinds, Sophos, Symantec, Tenable, Trend Micro, Viewfinity, VMware, Websense
PA	City of Philadelphia	NASPO ValuePoint - Software VAR	All manufacturers
PA	County of Berks	NASPO ValuePoint - Software VAR	All manufacturers
RI	State of Rhode Island	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
SC	State of South Carolina	Aerohive Network Hardware	Aerohive
SC	State of South Carolina	Cisco Network Hardware	Cisco
SC	State of South Carolina	Document Security Software	Win Magic
SC	State of South Carolina	EMC SAN Equipment, Software and Services	EMC
SC	State of South Carolina	FileMaker Software	FileMaker
SC	State of South Carolina	HP Network Equipment	HP
SC	State of South Carolina	Microsoft EES Software	Microsoft
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (HP)	HP
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
SC	State of South Carolina	NASPO ValuePoint - DataComm (Brocade)	Brocade
SC	State of South Carolina	Privilege User and Identity Software and Hardware	Dell
SC	State of South Carolina	QualysGuard Security Products	QualysGuard
SC	State of South Carolina	Rapid7 Security Products	Rapid7
SC	State of South Carolina	Tenable Security Software	Tenable
SD	State of South Dakota	Computer Peripherals (Misc)	Select manufacturers only
SD	State of South Dakota	NASPO ValuePoint - Software VAR	All manufacturers
TN	State of Tennessee	Multi-Manufacturer Software	Microsoft Academic, Adobe, Toad for Oracle
TX	State of Texas	Buyboard	All manufacturers
TX	State of Texas	Choice Partners: Infrastructure as a Service (IaaS)	SHI
TX	State of Texas	Choice Partners: Technology Products & Services	All manufacturers
TX	State of Texas	DIR-SDD-1834 Healthcare IT	ABT Global, Apple, Barco, Ergotron, Good Technology, HP Health, Motorola, NDS Surgical Imaging, Rubbermaid Medical Solutions, Services, Symantec
TX	State of Texas	DIR-SDD-1880 CSI Leasing	CSI Leasing
TX	State of Texas	DIR-SDD-1922 Managed Services	Services
TX	State of Texas	DIR-SDD-1940 CA Software	CA
TX	State of Texas	DIR-SDD-1951 Dell Products	Dell

TX	State of Texas	DIR-SDD-2018 Conferencing Equipment	Cisco, Logitech, Polycom, Ergotron, AverMedia
TX	State of Texas	DIR-SDD-2030 Lenovo Products	Lenovo
			Encryptics
TX	State of Texas	DIR-SDD-2133 Encryptics Products	
			See price list attached
TX	State of Texas	DIR-SDD-2188 IT Security	
TX	State of Texas	DIR-SDD-2500 Miscellaneous Software	See price list attached
			Microsoft, Novell
TX	State of Texas	DIR-SDD-2503 Microsoft, Novell	
TX	State of Texas	DIR-SDD-2504 Adobe Products	Adobe
TX	State of Texas	DIR-TSO-2538 HP Products	HP
TX	State of Texas	DIR-TSO-2542 Cisco Products	Cisco
TX	State of Texas	DIR-TSO-2634 EMC System Peripherals	EMC
TX	State of Texas	DIR-TSO-2636 NetApp Products	NetApp
TX	State of Texas	DIR-TSO-2656 Barracuda Data Communications	Barracuda
TX	State of Texas	DIR-TSO-2823 Data Storage	Brocade, Buffalo Technology, Emulex, Hitachi, Nexsan, Nimble Storage, Overland Storage, Qlogic, Violin
TX	State of Texas	DIR-TSO-3021 Barracuda Data Storage	Barracuda
			Oki Data
TX	State of Texas	DIR-TSO-3039 Oki Data Products	
			Xerox
TX	State of Texas	DIR-TSO-3043 Xerox Products	
			Brother
TX	State of Texas	DIR-TSO-3102 Brother Products	
TX	Health and Human Services Commission (HHSC)	Hardware Acquisition and Leasing	Dell
TX	Health and Human Services Commission (HHSC)	Seat Management Services	SHI
UT	State of Utah	Computers - PC Store	All manufacturers
UT	State of Utah	NASPO ValuePoint - Computer Equipment (EMC)	EMC
UT	State of Utah	NASPO ValuePoint - Computer Equipment (HP)	HP
UT	State of Utah	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
UT	State of Utah	NASPO ValuePoint - DataComm (F5)	F5 Networks
UT	State of Utah	NASPO ValuePoint - Software VAR	All manufacturers
VA	State of Virginia	Desktop Productivity Software	See price list
VA	State of Virginia	Microsoft Large Account Reseller	Microsoft

VA	Fairfax County Water Authority	Microsoft Large Account Reseller	Microsoft
VA	State of Virginia	PC Devices & Peripherals	HP, Lenovo, Microsoft, Panasonic, Samsung
VA	College of William & Mary	VASCUPP EMC Products & Maintenance	EMC
VA	Virginia Tech	Virginia Tech Microsoft Campus Agreement	Microsoft
VT	State of Vermont	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
VT	State of Vermont	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	Cisco Products and Services	Cisco
WA	State of Washington	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
WA	State of Washington	NASPO ValuePoint - DataComm (Cisco)	Cisco
WA	State of Washington	NASPO ValuePoint - DataComm (F5)	F5 Networks
WI	State of Wisconsin	Desktop Symantec Endpoint Protection Software and Maintenance	Symantec
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (HP)	HP
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
WI	State of Wisconsin	VAR Software, Support and Maintenance	All manufacturers
WV	State of West Virginia	Large Account Reseller for Microsoft	Microsoft
WY	State of Wyoming	NASPO ValuePoint - Computer Equipment (HP)	HP
WY	State of Wyoming	NASPO ValuePoint - Software VAR	All manufacturers

- 3.1.3 List government contracts Offeror has lost or resigned over the past three (3) years. Provide an explanation of why they were lost or resigned.

SHI Response:

SHI is proud of our record of success with our customers. We have never had a contract terminated by a customer, nor has SHI ever failed to deliver under a contract.

- 3.2 If Offeror has no government clients, note this in your response and answer questions 3.1.1 through 3.1.3 based on non-government clients.

N/A – SHI has many government clients, as detailed above.

- 3.3 References – Provide information for three (3) client references that replicate or are similar to the requirements of this solicitation. All references shall be for engagements received and completed within the last five (5) years. The State may, at its sole discretion, contact additional clients not presented as references. Reference information is to be provided using the following table format:

SHI Response:

SHI is pleased to provide NASPO ValuePoint with client references that replicate the requirements of this solicitation. We hold many such statewide software contracts across the country. Therefore, we are providing more than 3 references. For your convenience, we are separating them into two groups: references from customers that SHI works with now under the current NASPO ValuePoint SVAR contract, and references from customers that SHI works with now under other statewide software contracts. The State / NASPO ValuePoint are welcome to contact any or all of the below references, as well as additional clients not presented as references.

Current NASPO ValuePoint SVAR References:

Reference Information	Client One	Client Two	Client Three
Company Name	State of Montana	State of Alaska	State of Kansas – Department of Administration
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint All Software
Contact Name, Mailing Address, Phone Number, Email Address	Dale Stout Montana State Information Technology Services Division Software Contracts Specialist 125 N. ROBERTS P.O. BOX 200113 HELENA, MT 59620-0113 406-444-0182 dstout@mt.gov	Jason Grove Department of Administration, Division of General Services Contracting Officer PO Box 110210 Juneau, AK 99811-0210 907-465-5679 Jason.grove@alaska.gov	Neal Farron 900 SW Jackson, 451S Topeka, KS 66612 785-296-3122 Neal.Farron@da.ks.gov
Contract Start and End Date	November 2011 - Present	February 2013 - Present	June 3, 2011 – June 2, 2016
Contract Value	\$8,000,000 / year	\$8,000,000 / year	\$46,264,609

Reference Information	Client Four	Client Five	Client Six
Company Name	State of Oklahoma – Office of Management and Enterprise Services	State of Missouri – Office of Administration, Information Technology Services Division	State of Arkansas – Office of State Procurement
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint Software, plus another software contract for Microsoft, Adobe & SAP	WSCA/NASPO ValuePoint Software	WSCA/NASPO ValuePoint Software, plus another Software LAR contract for Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
Contact Name, Mailing Address, Phone Number, Email Address	Jennifer McCaulla 5005 N. Lincoln Blvd. Suite 200 Oklahoma City, OK 73105 405-521-4772 Jennifer.mccaulla@omes.ok.gov	Russ Craighead 301 West High Street, Room 270 Jefferson City, MO 65102 573-522-1154 Russ.Craighead@oa.mo.gov	Jaime Motley 1509 West 7 th Street, 3 rd Floor Little Rock, AR 72201 501-371-6065 Jaime.Motley@dfa.arkansas.gov

Contract Start and End Date	NASPO SVAR: June 5, 2014 – June 2, 2016 Other software contract: July 26, 2012 – July 25, 2017	January 1, 2011 – June 2, 2016	NASPO SVAR: August 27, 2012 – June 2, 2016 Other software contract: April 1, 2009 – May 1, 2016
Contract Value	NASPO SVAR: \$4,487,386 Other software contract: \$38,038,510	\$3,764,557	NASPO SVAR: \$14,292,905 Other software contract: \$51,829,369

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

References From Other Statewide Software Contracts:

Reference Information	Client Nine	Client Ten	Client Eleven
Company Name	Virginia Information Technologies Agency (VITA)	State of New Jersey	State of Alabama
Type of Contract Product and Services Delivered	SHI is our Microsoft Large Account Reseller, they also have other contracts for PC's/ peripherals and Desktop Software	Software Reseller and Related Services	Statewide Software contract covering Microsoft, Adobe, Attachmate, VMware, Symantec, McAfee and Nuance
Contact Name, Mailing Address, Phone Number, Email Address	Gregory Searce VITA 11751 Meadowville Lane Chester VA 23836 804-416-6166 Gregory.Searce@vita.virginia.gov	Lynne Gash Contract Administrator 2 NJ Office of Information Technology 33 West State Street, 8th Floor Trenton, NJ 08625-0230 (609) 777-4121 Lynne.Gash@oit.nj.gov	Mason L. Tanaka Acting Director, Information Services Division State of Alabama Folsom Administration Building 64 North Union Street, Suite 200 Montgomery, AL 36130 (334) 353-7192 Mason.Tanaka@isd.alabama.gov
Contract Start and End Date	LAR contract (10/17/13 – 10/16/19) PC/Peripheral Contract (03/31/14 – 03/30/19) and Desktop Software Contract (04/01/14 – 03/31/19)	9/1/15 – 6/30/20	11/1/12 – 6/30/17
Contract Value	Microsoft LAR Contract value for FY15 (July 1, 2014 – June 30, 2015) = \$40,108,774 PC/Peripheral Contract value for FY15 = \$2,302,689 Desktop Software Contract value for FY15 = \$11,939,010	\$70M	Approximately \$17M / year

Below, we are including an additional Letter of Reference, which was provided by one of the current SVAR references listed above:

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. 15th Ave., Suite 201
Phoenix, AZ 85007

Reference for Bid Solicitation: ADSP016-00005829

The State of Nevada, Purchasing Division would like to submit this reference for SHI International Group.

We have been participating in this agreement with SHI since April, 2012 and in October, 2012 made the decision to single source our Microsoft Licensing Agreement to SHI as our designated channel partner. The knowledge possessed by the inside Microsoft Account team has been extremely helpful to all of our State agencies.

The customer service within SHI is first class; we are extremely pleased with their pricing, delivery and super-fast turnaround on quote requests. The timeliness in which SHI responds to our inquiries, requests for quotes or resolving customer issues is outstanding. The team is extremely knowledgeable and friendly. Our designated Account Manager is a delight to work with.

We are hopeful that our relationship with SHI will be able to continue through the next contract term.

Regards,

Marti Marsh

Marti Marsh
Purchasing Officer

4. Financial/Accounting Information and Disclosures

- 4.1 Offeror must provide evidence of financial stability and capability to fund all cost associated with providing the services through the term of the Contract. The latest two (2) years audited annual financial statement(s), including Total Revenue, Net Income, and Total Assets, must be submitted with the Offeror's Offer. If audited financial data is unavailable, explain in full the reason and provide latest non-audited financial information to include Balance Sheet, Income Statement, as well as, Statement of Cash flows and Change in Financial position. Include information to attest to the accuracy of the information provided.

SHI Response:

SHI is a privately owned, financially stable company that operates with no bank debt. In an economy when many companies are downsizing or even closing their doors, SHI remains financially sound and profitable. In fact, we continue to grow through expansion of our product and service offerings, increasing our regional offices, and growing our sales and internal support structure. With an expected \$7 Billion in sales for 2015, you can rest assured that SHI will support your needs today and well into the future.

Please see attached for SHI's audited financial statements for the past 2 years (ATTACHMENT A_Qualifications_SHI_Audited Financial Statements.pdf).

- 4.2 Disclosures – Provide a statement for each item listed below:

- 4.2.1 Information regarding any irregularities that were discovered in any account maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

SHI Response:

SHI does not maintain accounts on behalf of others. There have been no irregularities in any SHI accounts.

- 4.2.2 Full disclosure of any potential conflict of interest, i.e. serving as a member, board member, officer, or having significant financial interest with any company, firm or joint venture with interests in the provision of software.

SHI Response:

SHI does not have any conflicts of interest for this contract.

- 4.2.3 Whether or not, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;

SHI Response:

No, SHI has never filed for bankruptcy or insolvency proceeding. SHI has not undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

- 4.2.4 Whether or not there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.

SHI Response:

No, there are no past or pending SEC investigations involving SHI International Corp.

- 4.2.5 Documenting all open or pending litigation initiated by the Offeror or where the Offeror is a dependent or party in litigation that may have a material impact on Offeror's ability to deliver the contracted services;

SHI Response:

SHI is not involved in open or pending litigation.

- 4.2.6 Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years.

SHI Response:

SHI has never had a contract terminated for cause.



License Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order S32566547
Order date 5/6/2015
Customer Account 1023744
Customer PO ADSP011-007500:3549
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
ADSP011-007500:35 9/ evin Lawler
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States

Item No. Mfg Part No.	Description	Qty Ordered
27769479 P73-06309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSP011-007500 Enrollment No.: 8A9181A5 Agreement No.: 7 111 Country of sage: SA	38

* This Is Not An Invoice *
Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Adobe

Adobe Systems Incorporated

345 Park Avenue

San Jose, CA 95110-2704

Phone: 408-536-6000

January 10, 2015

To whom it may concern,

This letter confirms that SHI is an Adobe authorized reseller in good standing with authorizations for Commercial, Government and Education customers.

SHI is authorized to resell Adobe's Desktop Products Worldwide.

Please direct any questions to Bob Seaman at Adobe Systems.

Thank you,

Bob Seaman

Bob Seaman

Adobe Channel Account Manager

516-270-3988

bseaman@adobe.com



Citrix Partner Authorization Letter

Americas

January 15, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873-4145
USA

To Whom It May Concern,

This letter is to confirm that SHI International Corp., Org ID 18272, of Somerset, NJ is a Large Account Reseller (LAR) and is authorized by Citrix to resell all Citrix Products as well as associated maintenance from January 1, 2015 through December 31, 2015.

Regards,

A handwritten signature in black ink that reads "Donna Buffet". The signature is written in a cursive, flowing style.

Donna Buffet
Director, Americas Inside Channel and Operations
Citrix Systems, Inc.

Microsoft Corporation
Attn: Americas Operations Center
6100 Neil Road
Reno, NV 89511-1137



Date 11/18/2015

Re: Microsoft LSP Status Confirmation for the following sales opportunity:

State of Arizona

Microsoft Corporation North America Operations Center hereby confirms that SHI International Corp. is an authorized Licensing Solution Partner (LSP) as of the date above and is approved to provide Microsoft licensed offerings under the specific licensing programs within the specified territory or territories identified on their signed Program Designation Form(s).

We make no representation about the financial strength of SHI International Corp. and third parties should make their own enquiries before entering into business relations.

Regards,

Glenn Morris

Microsoft Sales Executive; National

Microsoft Corporation North American Operation Center



January 26, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

RE: Novell Partner Authorization Status

To Whom It May Concern:

This letter shall serve as confirmation that SHI International Corp. is an active Novell Gold Software Service Agent in the United States and Canada for all Novell/SUSE product lines.

Should you have any questions or need anything further, please feel free to contact me at (801) 861-1573.

Best Regards,

A handwritten signature in black ink, appearing to read "Kristy L. Tingle".

Kristy L. Tingle
Contract Negotiator
Contracts Department
Novell, Inc.



VMware, Inc.
3401 Hillview Avenue (877) 486-9273 main www.vmware.com
Palo Alto, CA 94304 (650) 427-5001 fax

January 7, 2015,

Re: Letter of Endorsement

To Whom It May Concern:

Please be advised that SHI is an active and compliant partner in VMware's Reseller Partner Program. SHI has been a member in good standing since 2006. SHI is allowed to resell all VMware products in all 50 states and Canada.

Please contact me directly if any additional information is required.
Contract documentation is reviewed by VMware's legal department if necessary.

Regards,

Daniel Brodeur

Senior Director of National Partners
VMware
4225 Naperville Road
Lisle IL, 60532

(630) 215-8529
dbrodeur@vmware.com



1/27/2015

SHI International Corp

290 Davidson Avenue

Somerset, New Jersey 08873

Subject: Confirmation of Symantec Partner Program Membership Enrollment

To Whom It May Concern,

This serves to confirm that SHI International Corp is a current member of the Symantec Partner Program (SPP) and has been since 1/2/2002.

SHI International Corp has met the membership requirements of a Symantec Platinum Partner tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

Archiving – Expert	Dynamic Storage and Continuity – Principal
Data Security – Expert	eDiscovery – Principal
Endpoint Security – Expert	Endpoint Management – Principal
Enterprise Backup and Recovery – Expert	Security Monitoring and Management – Principal
Gateway Security – Expert	
Mid-Market Backup and Recovery – Expert	
Mobility - Expert	

SHI International Corp has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and SHI International Corp, and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Thank you,

A handwritten signature in black ink, appearing to read "John Emard".

John Emard

Sr. Director, NAM Channel Operations & Programs

NAM Sales and Marketing Organization

Symantec Corporation

ATTACHMENT B

RESPONSE TO SCOPE OF WORK – METHODOLOGY

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

Instructions:

All materials must be in electronic format that can be received in ProcureAZ (<https://procure.az.gov>), the State of Arizona's electronic procurement system.

- a. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.
 - b. Responses should address the respective requirements set forth in SECTION 3: Scope of Work
 - c. Response to all questions, even if you answer is "Not Applicable".
 - d. Label your response "ATTACHMENT B_Methodology_*companyname*" and state the question number being addressed.
 - e. Narrative response is limited to twenty-five (25) pages. Any narrative response received in excess of the twenty-five (25) pages may not be considered to be a part of the proposal.
 - f. Additional attached information shall indicate the item number and heading being referenced as it appears below.
 - g. The above additional attached information should also include a header labeled, "ATTACHMENT B_Methodology_*companyname_name of additional information*"
 - h. Additional attached information is not included as part of the page total.
1. Offeror shall describe its overall approach to providing solicited services. Include how Offeror plans to meet or exceed requirements of the Scope of Work and Terms and Conditions.

SHI Response:

SHI has extensive experience administering Software Value Added Reseller contracts of this nature, and we are confident that we will meet and exceed the requirements of the Scope of Work and Terms and Conditions. In fact, SHI has enjoyed the opportunity to work with NASPO ValuePoint and the Participating States under the current SVAR contract, and we have taken pride in our ability to administer the agreement to the maximum benefit of the contract users.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each State, while also supporting each individual agency, city, county, township, school district and higher education institution.

Since SHI has supported the NASPO ValuePoint SVAR contract in the past, our implementation will be seamless. Not only have we already proven that we can meet and exceed the requirements, we are ready to do so immediately upon award of the new agreement as well.

Following are some of the steps that SHI takes to ensure the success of our current agreement and to maximize the value to the Participating Members. We will continue with these services for the term of the new contract and will continue to engage with both NASPO ValuePoint and the Participating States to identify areas where we can increase the value we provide.

Account Management & Training—SHI has already identified the members of the Account Teams who support the Participating States—including Account Executives, Inside Account Executives, and Inside Account Managers. The teams meet regularly to discuss the contract, to ensure everyone understands the terms and conditions, and to discuss areas in which SHI is offering, or can offer, additional services in support of the Participating States. Furthermore, SHI's Account Executives regularly meet with individual entities to discuss their purchase history and Volume Licensing

Agreements. We have established a Customer Business Review which is designed to inform agencies about their purchasing history and identify opportunities for consolidation or more efficient use of pricing agreements. We will continue to provide these services with the award of the new NASPO ValuePoint SVAR contract.

Upon award of this contract, SHI will provide training to educate contract users on the new agreement, including training on any new or updated individual State requirements. As appropriate, we will also hire additional Account Executives in Participating States to ensure appropriate coverage for all Government and Education entities. SHI's Account Executive(s) will meet with the State Procurement Office and/or Administration Office for each State to set the timeline for implementation of the new contract and Participating Addenda, and discuss specific procurement and policy initiatives designed by the State. Some examples may include topics such as: Centralized Procurement Policies and Dollar Values, State Specific Software Volume Licensing Agreements, Volume Licensing Key Codes, Enterprise Level Agreement and Bulk Purchases, Authorization Processes, Contract Document Signatories and Processes, Website Review and Discussion, Communication of SHI and the SHI Account Team, State IT Events and Tech Days. SHI's Account Executive(s) will also work directly with each State to ensure the completion of the updated website, and verify document procedures and policies for the SHI Inside Sales Team. SHI's Account Executive(s) will also meet with State Agencies, Cities, Counties and Municipalities to better understand their goals and objectives, purchasing policies, agreements established at the local level, volume licensing management and key code/order confirmation distribution policies. Of course, these will not just be one-time conversations, but rather ongoing communications.

Licensing Programs—SHI regularly reviews all Participating States' Software Volume Licensing Programs to ensure that they are all up to date, and to provide any necessary paperwork and/or procedures for transitioning any Volume Licensing Programs which will be new to SHI. The SHI Account Executives also hold meetings with the Software Publisher Representatives for each State to discuss the State's current and future business initiatives. SHI understands the importance of the relationship between the State, Publisher and Reseller, and we believe that open communication among all three parties is the best strategy to meet the needs of each State. Upon award of this contract, SHI will continue to provide these services and will schedule meetings with key Publishers and each State to discuss purchase history, program changes, and any current or upcoming promotions.

When SHI is involved in setting up a new Volume Licensing Agreement for any State, whether it is at the outset of a SVAR contract or anytime during the contract term, we perform extensive analysis to assist the State in understanding the different Volume Licensing Agreements available and the cost savings between the various Publisher Agreements. SHI invests time in educating each State on the various Software Volume Licensing Agreements, and then assisting the State with any Publisher paperwork necessary to implement the Agreements. SHI's Software Licensing Team is fully engaged with the Account Executive and the State Procurement Officer and Contract Administrator to ensure a smooth process with their Licensing Agreements and assist with the following:

- Contract negotiation and support
- Program requirements and review
- Impact/cost analysis
- Price validation
- Best-practice recommendations
- Organization-wide training, education, reporting and milestone tracking
- Performance metrics and customized reporting
- Organization-wide standardization of contract compliance
- Expiration Tracking and renewals notification
- Maintenance, Subscription and Support
- License Confirmations and proof-of-purchase documents
- Cost-Savings, cost-avoidance analysis
- Allocation and tracking of pre-paid software license agreements
- Electronic Software Distribution
- Media duplication and distribution

Working with Current and New Vendors—SHI adds vendors and products to our databases every day. Our flexibility, breadth of offering, and willingness to evolve along with our customers' changing needs are unique strengths that SHI happily leverages for our customers. Upon award of the new contract, SHI will continue to work with each of the publishers named within Attachment C1 (Pricing Submission Sheet), as well as additional publishers not specifically named in Attachment C1, to make sure we are on the same page and ready to support the new agreement. And of course, we will also reach out to new vendors upon request of contract users, or when we identify new technologies that we believe contract users will want to be able to purchase.

We expect that the publishers will have varying policies and requirements for SHI and for the contract users. Some publishers have additional T's and C's that they will need contract users to review, and some even have their own

agreement for which they will require customer signature. Typically, our Contracts Specialists review the required terms and complete any paperwork that is required of SHI. We also help contract users to navigate through those processes for any paperwork or signatures that the publishers require of the customers. The members of each State's Account Team and SHI's Catalog Team then work together to add the products to the State's customized on-line product catalog.

Web Site—SHI will update the custom product catalog for each State according to the contracted pricing and the State requirements for product inclusion. SHI also offers training sessions and advertises the available training sessions to contract users.

Introductions & Marketing—SHI has a marketing plan for the contract to ensure maximum participation. The contract renewal is a good time to review the plan to make changes and improvements as needed. We will work with the individual states on appropriate timing, and appropriate venues for any face-to-face marketing initiatives. SHI's implementation / transition plan for the new contract provides for a smooth and seamless experience for the States included in the NASPO ValuePoint SVAR agreement, whether they are initial participants or opt to join the contract during the agreement term.

SHI's marketing or outreach to all the participating entities on the contracts we hold is a multi-prong approach:

- SHI's CRM System has been uploaded with every public entity within each State. Each State's Account Executives establish a relationship with each purchasing agent/buyer and IT administrator within the organization and update our CRM so that we can verify that they have been reached. The SHI Account Executive discusses the contract with them and provides them with contact information, website information, and contract guidelines for working with SHI. SHI's Account Executives are proactive in their approach with our customers and prospects, and they regularly engage in on-site meetings and joint phone calls with our publisher representatives.
- SHI's Inside Sales Team members walk individual customers through our www.shi.com website where customers can create quotes, purchase items, obtain order status, and generate reports of their purchases.
- SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter, which contains helpful information on SHI's publishers, new products and promotions, changes to programs, and industry news.
- SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all available entities and discuss SHI's support plan and our partners' solutions.
- SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments.

Each of these elements come together to ensure that SHI meets or exceeds the requirements of the Scope of Work and Terms and Conditions.

Here is what one our customers has to say about her organization's experience working with SHI under the current NASPO SVAR agreement:

"...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and her inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."

- Jennifer Jensen, City of Scottsdale, Arizona

2. Per Section 3.1.3, the SVAR shall Develop and Maintain Website. Describe the website to be established for a state. Address that website's functionalities or special features. You may supplement this response with illustrative screen prints (no more than 10) from one of your company's existing websites. Taking into account the requirements of Section 3.1.3, address at a minimum:

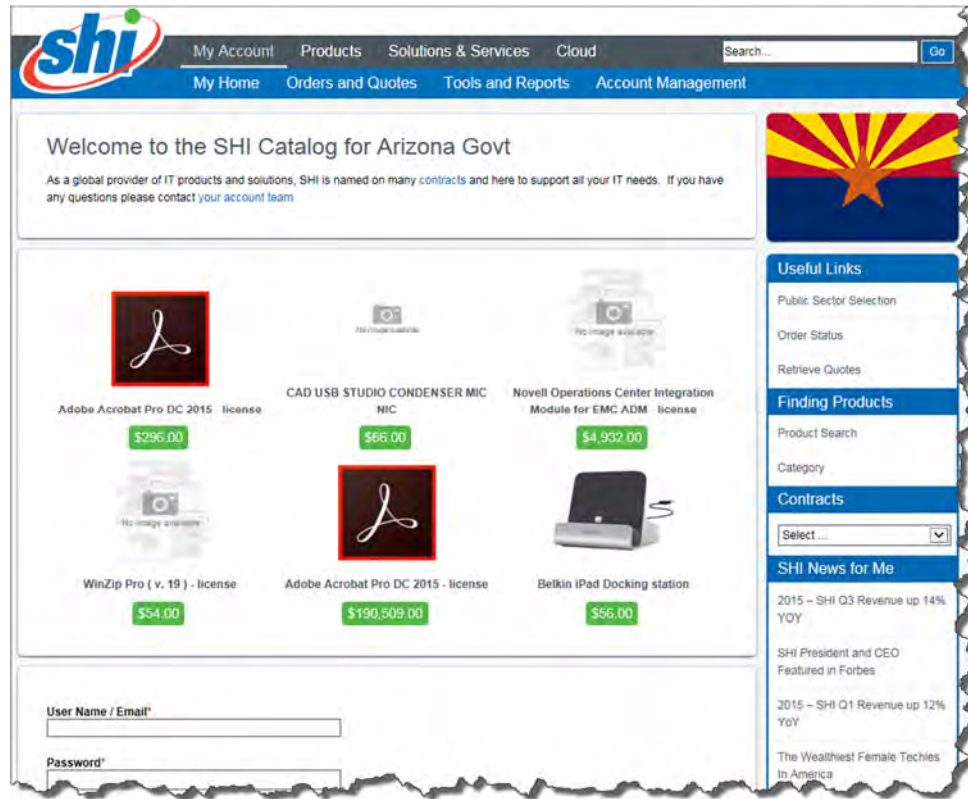
- 2.1 Home page appearance and information;

SHI Response:

The SHI.COM home page (www.publicsector.shidirect.com) provides news announcements, links to industry information, and links to the SHI Blog. Once the customer selects the proper vertical (government or education) and their State, they will see their customized home page, where SHI provides information specific to the State and the NASPO contract, including:

- Account team contact information
- News articles
- Customized product catalog
- Contract information
- Links to quotes, order status, and tracking details

SHI also offers the flexibility to create and post additional content that is specific to the NASPO ValuePoint SVAR contract, and/or to an individual Participating States' purchasing rules or preferences. An example welcome page is shown below:



2.2 On-line tutorials;

SHI Response:

SHI offers webinar tutorials for the navigation of our web site. In addition, the members of your Account Team and the SHI Web Administration Team are available to assist with navigation and any technical issues that may arise.

2.3 Product catalog (include searchable fields, products to be included, how license information is provided);

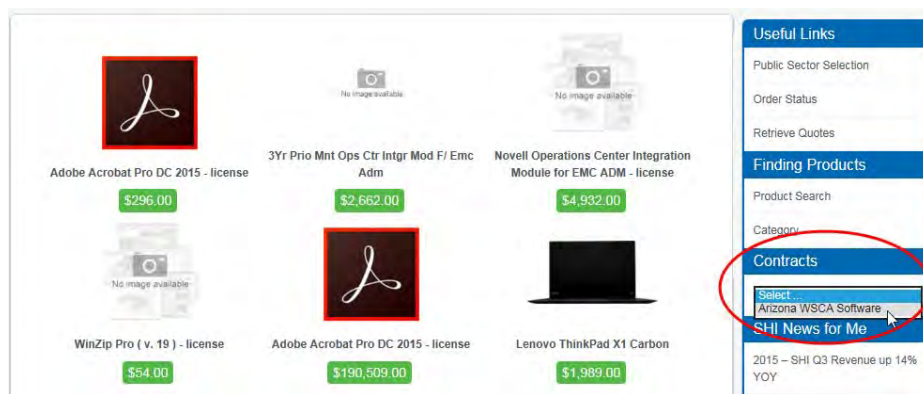
SHI Response:

SHI has created a customized product catalog to reflect the products and pricing under the NASPO ValuePoint SVAR agreement. With thousands of software publishers already available to NASPO ValuePoint SVAR customers within our master catalog, the updated catalog will be available – and robust – immediately upon implementation of the new contract. While the master catalog will be available to all Participating States, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs.

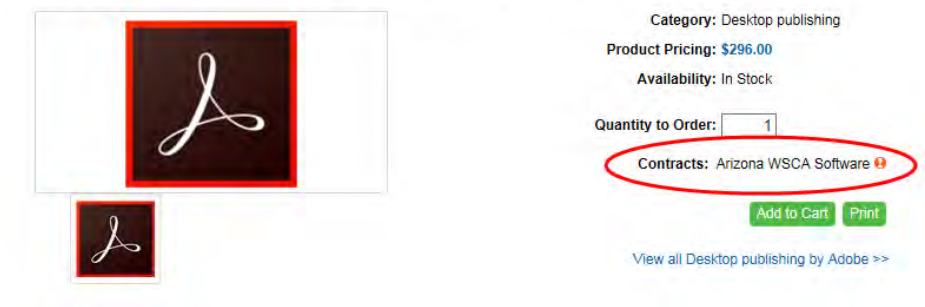
Upon award of the contract and throughout the term of our agreement, SHI updates the product catalog to reflect any product changes. Customers can search by keyword, then filter the search results by various criteria, such as:

- Contract
- Manufacturer
- Product Type
- Licensing Program
- Platform

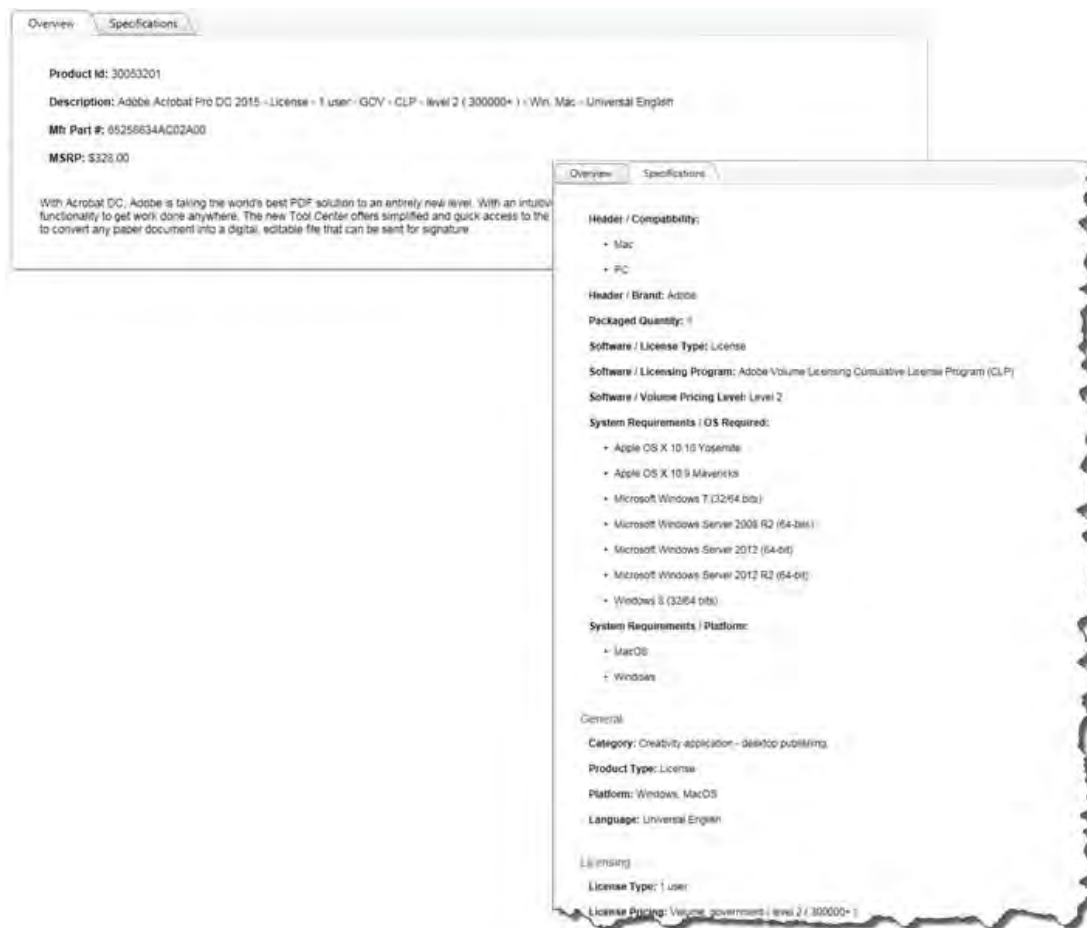
Some examples of searches are shown below:



Adobe Acrobat Pro DC 2015 - license



Within the product catalog, SHI provides detailed product specifications. Please see one such example below:



2.4 Links

SHI Response:

SHI has created a website and custom catalog for our current NASPO ValuePoint SVAR contract. Upon award of this contract to SHI, we will work with NASPO ValuePoint and each Participating State to review the catalog and requirements for each State, and to make the appropriate updates.

As an example, following is a link to the current catalog for State of Arizona Government. Note that each Participating State has its own home page at SHI.COM. <http://www.publicsector.shidirect.com/slg/az>

In addition to the functionality described above, SHI's website also provides our customers with links to valuable information such as the SHI Blog, SHI Newsletters, and customer-specific Account Team contact information.

2.5 Downloadable standard reports. Include:

2.5.1 How information is controlled and sorted (e.g. what information LSCA can access);

SHI Response:

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire NASPO ValuePoint SVAR contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or for a Participating State that wants to understand statewide purchasing trends, or for the LSCA to review a comprehensive report of all NASPO ValuePoint SVAR purchases, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. Current SVAR customers find this custom capability helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account, as well as NASPO ValuePoint as a whole, to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

2.5.2 How state Procurement Officer can obtain purchasing profile for Users and volume in State;

SHI Response:

The State Procurement Officers will be granted a higher level of access, allowing them to run reports and view activity across authorized users.

2.5.3 How an individual User can obtain only their information.

SHI Response:

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

2.6 How website is monitored, kept current and accurate.

SHI Response:

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information and pricing, ensuring that contract users are always accessing the latest products and at the correct price.

3.
- Describe your Company's method for tracking software licenses and ensuring that Participating States receive timely notifications of renewals or are advised of volume agreement opportunities or vulnerabilities, etc.

SHI Response:

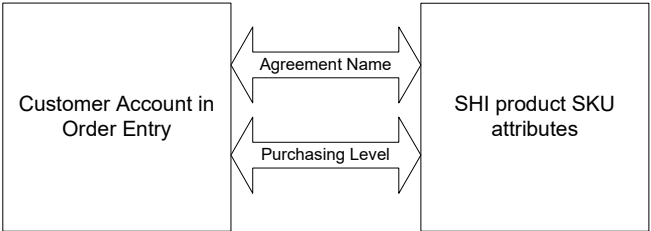
SHI has earned a reputation as the most effective license provider in the industry. Our software procurement consulting services and expertise, our license tracking and reporting capabilities, our robust Software Asset Management (SAM) tools, and our commitment to operational excellence all work together to make it easy for our customers to choose the licensing programs that are right for them, and to effectively manage those programs.

Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

The process begins with the creation of part numbers within SHI's system. Each of SHI's SKU numbers have various attributes associated with them—among them are Product Type, Manufacturer Name, Program Name, Program Level, and Pool. These attributes trigger the license purchase process within our order entry system. So, our system knows that products that have Types of "License Only", "Maintenance Only", or "License with Maintenance" are non-deliverable items. In addition, each SKU is identified according the manufacturer name, Licensing Program name, Purchasing Level, and Pool, as applicable. An example is Manufacturer=Microsoft, Licensing Program=Select Plus, Purchasing Level=D, Pool=Systems. The price for this SHI SKU will always reflect the current price for the product purchased under the Microsoft Select license at purchasing level D.

The next step within the process is to identify those customers within our order entry system who have software Volume License Agreements (VLAs). Once the VLA has been processed with the manufacturer, the SHI Licensing Representatives link the customer's account key in SHI's order entry system to the appropriate licensing agreements, including the contract number, enrollment number, purchasing level, the anniversary dates, and the maintenance dates. The customer's Account Executive works with the Licensing Representatives to ensure that all contract data is accurate. By identifying this information at the account level, SHI ensures the accuracy of our data capture and reporting to both the customer and the Software Publisher.

Once those steps have been completed, your SHI Inside Account Manager can process orders within SHI's systems. Using the data described above, SHI's order entry system compares the customer account to the SHI SKU and validates that the order is being entered correctly.



Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a

data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

3.1 The standard sort-able data fields established for these records.

SHI Response:

It is important to note that SHI not only collects the standard fields we need to process each order, but we also have the ability to collect customized data fields for each individual customer. The following are the standard data fields available, today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

3.2 The information tracked on behalf of Participating States.

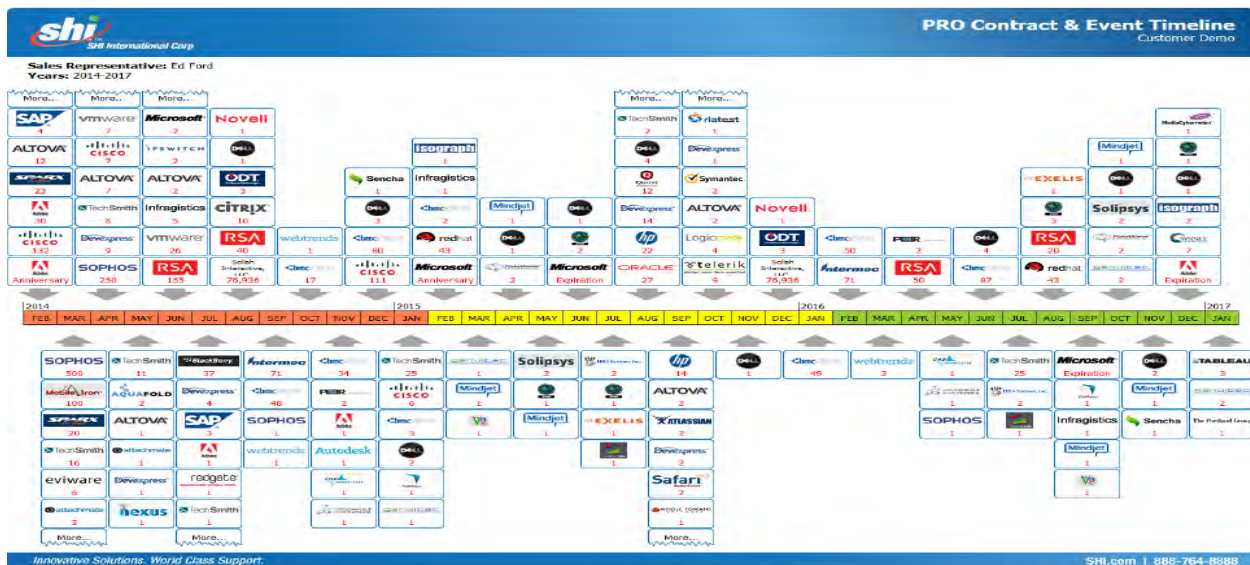
SHI Response:

SHI makes all NASPO ValuePoint SVAR required reporting available by State to each Participating State, and we also have the ability to provide customized reports as requested by each Participating State. In addition to the standard fields described above, SHI also has the capability to collect customized data fields, which can be established at the NASPO ValuePoint Level, at the Participating State level, and/or per individual customer. We are pleased to offer both standard and customized reports to each Participating State, in addition to the overall NASPO contract reporting.

3.3 How reminders of significant dates or volume plateaus are triggered. Include how your Company, as a partner with the Participating State, communicates with the State to ensure no deadlines are missed or opportunities unexplored.

SHI Response:

SHI understands that it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: The Polaris Renewal Organizer (PRO). Available as a value add to SHI customers only, and at no additional cost, PRO compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Following is an example of what a customer can expect to see using the PRO Timeline:



As described above, SHI collects the maintenance expiration date in our order entry system each time a customer purchases maintenance. Through our PRO Renewal Management Service, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software renewal lifecycle efforts. These efficiencies support our customers' existing operating processes and in some instances SHI's PRO service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. Participating States will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with inappropriate software publisher buying programs (e.g., contractual vs. transactional licensing programs, individual vs. cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the Publishers to co-term maintenance contracts, when permitted by Publishers' licensing programs

4. Describe your Company's method of ensuring a Participating State receives documentation of Proof of License that can be provided to requestors (e.g. auditors, in response to FOIA requests, etc.)

4.1 Describe process for providing Proof of License to a buyer. Provide a sample Proof of License.

SHI Response:

SHI understands that many customers require a deliverable with all purchases, and many Publishers' Volume License Agreements themselves do not meet this need. While proof of license may be obtained for some Publishers through the Publisher licensing web site, for example the Microsoft Volume Licensing Service Center (VLSC), similar web sites may not be available for all of the Participating States' licensing programs. To standardize a tracking method across all licensing programs, SHI has established a service through which we provide automatic license confirmations to our customers. At the time of order placement, your Inside Account Manager can enter the Email address of the end user (or other representative within the customer's organization who should receive the license confirmation, e.g. IT Manager). SHI's systems will automatically send the license confirmation to that Email address. Many of our customers use this service to "receive" the product so that their Accounting Department can pay the invoice, or to hold on file as a back-up copy of their proof of license.

SHI is including a Sample Proof of License and a Sample Order Confirmation as attachments to this document. (ATTACHMENT B_Methodology_SHI_License Confirmation.pdf and ATTACHMENT B_Methodology_SHI_Order Confirmation.pdf). Please note that upon the customer's request, SHI can include the License Key information for software installation on the Order Confirmation.

- 4.2 Explain method of retaining back-up copies of Proof of License. State how quickly a duplicate copy can be provided.

SHI Response:

SHI maintains all purchase history data in our order entry system. At any time, we can re-send the license confirmation, the invoice, or a sell-through report to provide proof of license for a customer. In most cases, this duplicate copy may be provided within four business hours of the customer request.

- 4.3 Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a “True Up”).

SHI Response:

SHI is well-recognized in the industry for our reporting capabilities, and the Software Publishers whose products we offer accept SHI’s reports as proof of license. Our reports carry all of the information required by the SIIA and the Software Publishers to serve as proof of purchase—including the purchase date, the product number, description, and quantity. We will work with each contract user and the Software Publishers during times when licensing compliance must be demonstrated (e.g. during True-ups) to ensure that accurate licensing information is provided. Additionally, SHI can produce copies of invoices to support each report transaction, as needed.

5. Reports

- 5.1 Describe standard reports which can be generated for a State (other than downloadable reports addressed earlier). Provide sample reports.

SHI Response:

SHI offers a wide range of reports, both standard and custom. The following lists the standard fields that are available within a standard detailed report:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

The descriptions below represent just some of the standard report formats that are available. Reports are available weekly, monthly, quarterly, or ad hoc. SHI does not charge for the reports we provide.

Sales History Reports

These standard reports provide an overview of your purchases from SHI. As mentioned previously, our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- ⇒ **Contract Invoice Detail** – details the purchases by contract number.
- ⇒ **Manufacturer Profile** – Summarizes purchases over the past 12 months by manufacturer name.
- ⇒ **Invoice Details** – provides detailed transactions and can be run for selected manufacturers or across all manufacturers. The report can detail each transaction or summarize the spend by part number.
- ⇒ **Spend by Customer, by State, or for all NASPO ValuePoint** – to put the right information in the right hands, each of the above reports can be pulled based on a specific organization, State, or across the entire contract.

Reports are available on-line to those customers who have the authorization level to run reports or can be requested through your Account Team.

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

- 5.2 Describe on-line, real time, reporting capabilities using established state website reports:
 - 5.2.1 Standard Reports. Provide sample reports.
 - 5.2.2 Reports that can be generated by the LSCA.
 - 5.2.3 Reports that can be generated by the Participating State. Provide sample reports.
 - 5.2.4 Reports that can be generated by the User agency. Provide sample reports.

SHI Response:

SHI provides an online tool for generating reports. The user's ability to run reports online is based on permissions assigned to the user names; therefore the LSCA, any authorized users within each Participating State, and any authorized users in the User Agencies will be permitted to run reports specific to their level of access. While the report options will be the same, the reporting results will be customized. In other words, the LSCA will be able to run reports based on purchases under the contract and across the Participating States. The authorized representatives within the Participating States and User Agencies will be able to run reports according to the level of data to which they have access (i.e. statewide or specific department/agency within the State).

SHI customers may access reports by requesting them from their Account Team or by running reports directly from our website. To run a report online, the user will simply select the report type and the date range for the report, and then the Email address or addresses for delivery of the report. In addition, the user may select the desired report format, i.e. Microsoft Excel, html, tab delimited text file, or fixed width text file. Once the form is complete, our server will run the report and send the Email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI has the ability to provide more than 25 different types of standard reports for customers, depending upon the type of information and level of detail that the customer wishes to see. Reporting information is viewable online or available as an export to a file (as described above).

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

- 5.3 Address whether your Company is able to provide "Custom Reports" as an optional service to Participating States, should State determine to utilize this service? (See Section 3: Scope of Work, 3.7.3 Custom Reports)

SHI Response:

Yes, SHI is able to provide Custom Reports for any State which wishes to utilize this service. SHI fully understands NASPO ValuePoint's need for flexibility in reporting. In addition to the standard data we capture for each order, SHI also has the ability to capture custom fields as requested by our customers; these fields are customizable at the customer billing account level. SHI works with each Participating State and User Agency under the contract to understand their reporting needs and to ensure we are capturing the data required. Once the information is captured in our order entry system, it is available for inclusion on reports and invoices. SHI is already providing these types of custom reports to many NASPO ValuePoint SVAR contract users today, and we will also review these requirements upon award of contract and make any necessary changes or additions.

- 6. Describe how your Company works with a State and publisher to maximize the State's value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:
 - 6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements.

SHI Response:

SHI is proud to support the software licensing requirements of the Participating States today, and we look forward to continuing to provide this support under the new contract award. Our Account Executives are knowledgeable about and experienced with the Software Publisher Licensing Agreements, and our Software Licensing Department is staffed with specialists who are available to meet with our customers, to discuss their licensing requirements, and to review their options for meeting those requirements in the most advantageous way possible. SHI regularly works with each Participating State and each applicable Publisher to provide the following services:

- Review current agreements to assist the customers in understanding the terms and to ensure the licensing agreements meet the customers' current needs.
- Assist with allocation of licensing benefits (e.g. Microsoft SA benefits such as training days and the Home Use Program) to help customers achieve maximum value from each licensing agreement.
- Track license purchases, review purchase history, and discuss forecasts and future plans to identify current agreements that may be re-leveled, or additional agreements that may be of value.
- Recommend new volume licensing agreements or alternatives to the software Publishers on our customers' behalf, and proactively assist with negotiations, paperwork, and implementations.
- During Customer Business Review Meetings, SHI Account Executives review the customers' purchases to ensure they are on track with their license commitments and contract milestones, and to help customers plan and budget.

6.2 Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all State's.

SHI Response:

SHI understands that our customers, and especially our public sector customers, need to reduce costs, identify areas for savings, and ensure that they are achieving best value for their IT spend. SHI will continue to work with all of the Participating States and individual contract users to identify savings not only within each State, but across all NASPO ValuePoint participants, whenever possible.

SHI is not always the only source for a particular software title. However, we do possess a unique advantage in the industry. Our knowledgeable team members, long history with public sector customers, and top-level Publisher relationships all allow us to understand how to leverage our customers' cumulative purchase history and volume in order to better manage the Software Contracts, consolidate the spend, and identify areas for cost savings.

Every day, SHI identifies ways that our customers can reduce their expenditures on IT software. We partner with our customers, and we negotiate on their behalf, in order to obtain the most favorable terms possible. The following demonstrates some of the ways we identify cost savings opportunities for our customers today.

- o **Licensing**—Whenever possible, the SHI Account Team provides quotes for licenses, rather than shrink-wrap software; licensing options can offer tremendous savings over shrink-wrap. Even within licensing programs, there are often additional nuances to consider. For example:

Transactional Licensing Programs — These types of licensing programs can offer significant savings to customers who purchase in large quantities, but who are not able to make a contractual commitment or forecast buying estimates. These license programs usually require a first time buy-in (sometimes as few as 1-5 licenses will qualify), which sets the discount level. The terms and conditions will vary by publisher, but whenever a purchase is eligible for these discounts, the SHI Inside Account Managers will provide the information to the customer at the time of quote. The SHI Account Executives will also identify these types of opportunities during meetings with each Participating State, to provide additional visibility to savings opportunities.

Contractual Licensing Programs—SHI Account Executives regularly make recommendations for contractual licensing programs after reviewing each customer's, and each State's, purchase history. These opportunities cannot usually be identified based on single quotes; instead the AE uses SHI's comprehensive purchase history reports to monitor each customer's purchases over time. The SHI AE not only reviews one-off purchases to identify opportunities for new Volume License Agreements, but also reviews all purchases under existing agreements and makes recommendations for when a customer should be negotiating for higher discount levels and/or better terms.

- o **Discount for shrink-wrap**—If a particular customer has purchased and/or will purchase a single product in large volume, but the software publisher does not offer a licensing program, that customer still may be able to receive a

better discount. In these cases, SHI Account Executives work with the publisher and the contract user to forecast volumes and to negotiate pricing on those forecasts. The publisher may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by that contract user and that reflects the additional discount. In another scenario, the publisher may require a one-time volume buy-in. In this case, SHI can hold the inventory in our warehouse and ship the product on an as-needed basis to the customer site. Again, these products would be inventoried under a State-specific SKU, so no other customer can purchase that inventory.

- o **One-off Price Discounts**—SHI is experienced at negotiating one-off price discounts based on volume on a case-by-case basis. When your SHI sales team receives an inquiry for a large quantity of products, the team will make every effort to negotiate an additional discount with the software publisher. SHI will then pass this additional discount through to the State.
- o **License Re-deployment**—SHI has a tool that makes it easy to hold licenses in “virtual inventory” and then re-deploy them within the organization. This way, licenses owned by a particular group or business unit within an agency that are no longer required can be re-assigned to another business unit that needs them (subject to publisher licensing rights), thus eliminating the need to purchase those licenses again. At times SHI charges a nominal fee for this service; however the customer recognizes significant savings over procuring a net new license.

Depending upon the needs of the Participating States and the flexibility of the publishers’ programs, each of the cost savings opportunities mentioned above may be able to be applied at the individual customer level, the State level, or even for all NASPO ValuePoint participants. SHI’s detailed reporting and regular review of spend give us the visibility and information needed to work with software publishers on your behalf and to create the most possible savings opportunities.

6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.

SHI Response:

SHI communicates regularly and at the executive level with the industry’s top software publishers, and they respect the knowledge and perspective that SHI is able to offer. SHI is well-known for our active participation in contracts such as the NASPO ValuePoint SVAR contract, and for our ability to advocate on our customers’ behalf for advantageous pricing and terms under a contract of this nature. With our performance under the current SVAR contract, we have already laid the groundwork for this type of leverage within the software publisher community.

As one example, in 2014 SHI worked very closely with the state of Alaska and with Adobe to build out a customized Adobe Enterprise Agreement, otherwise known as an ETLA. The project required a huge effort by all three parties consisting of much analysis and a series of meetings over an extended period of time. All of these efforts ultimately allowed the state to recognize a huge return on their investment, resulting in substantial cost savings as well as providing a significant reduction in administrative cost. The cost savings became evident to the State when they realized that they would be able to leverage their bulk, cumulative spend to qualify for a custom deeply discounted Enterprise Agreement. This new Enterprise Agreement provided the State with pricing that was locked in over a multi-year term, and available to all departments regardless of their individual size or spend level. Administratively, this agreement was also very beneficial to the State because they were able to eliminate the challenges of managing multiple disparate one-off software and maintenance purchases, and instead transition to streamlined and consolidated annual payments. SHI worked with the State to provide custom invoices to each individual state department to ensure that their individual allocations of the Enterprise Agreement were appropriately distributed so that each agency could accurately plan and budget for this expenditure, which ultimately benefited the departments by turning an unpredictable capital cost into consistent and structured operational costs. This agreement allowed the State to achieve clear and substantial cost savings, while also ensuring access to the latest and greatest Adobe products and support.

SHI has engaged in similar efforts with Adobe in other current Participating States as well, and our efforts have been so successful that we are continuing to roll out this formula in additional States as well. And of course, this is just one example of our partnership with one publisher. We have achieved these types of successes across all Participating States, and for a wide range of software publishers. In short, SHI has the people, the processes, the licensing expertise, the industry credibility, and the desire to help all NASPO ValuePoint SVAR participants to access better licensing options and achieve greater savings than they would have otherwise been able to accomplish.

6.4 Working with State and publisher to obtain the best quote on a high volume purchase.

SHI Response:

SHI regularly works with our customers and our publisher partners to obtain the best quote on a high volume purchase. At times, the customer brings it to our attention that they are planning a large buy. At other times, we notice a trend of increased spend for a particular publisher or product and we bring it to our customers' attention. In either case, we proactively work with our internal licensing and purchasing teams, the publishers, and if applicable the publishers' authorized distributors to determine all options for the most economical purchase.

One recent example occurred when the SHI Account Executive working with the State of Montana noticed a trend where there were multiple agencies within the State who were inquiring about a certain software publisher, Varonis, at around the same time. Rather than just providing standard pricing and looking at each opportunity individually, the SHI Account Executive took the opportunity to introduce the Varonis sales representative to the Montana State Contract Officer to initiate a conversation around volume savings. Working closely with Varonis and the State, SHI was able to help negotiate a set discounted price based on the forecasted cumulative spend of all departments, so that all departments could purchase independently at their discretion but benefit from the volume of all departments' purchases.

6.5 If, and how, your Company uses historical purchase information to provide targeted assistance to State.

SHI Response:

Yes, SHI absolutely uses historical purchase information to provide targeted assistance to the State and to each contract user. As one example of how we put this into practice, SHI Account Executives work with each State to establish a schedule for Customer Business Review meetings, typically held quarterly. While these meetings can cover a wide range of topics, including goals, SHI services, emerging technologies, and impending licensing changes, SHI Account Executives also share information regarding spend with SHI in order to identify additional areas for cost savings and provide targeted assistance to each Participating State. During this business review meeting, SHI provides customizable reports in detail and summary formats, to help customers analyze their software spend and identify potential areas for savings. SHI also provides a "dashboard" view of a customer's purchase history with SHI.

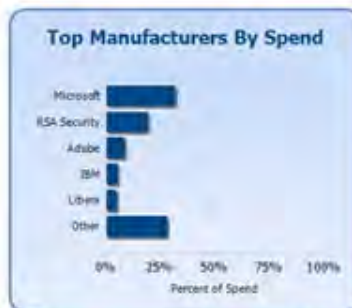
SHI is including a Sample Customer Business Summary on the page which follows.



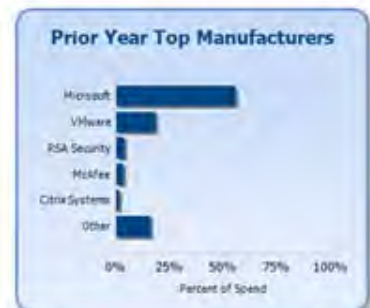
Summary	
# of Customer PO's Invoiced in Period	208
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	83
Total Spend:	4,122,899



Product Type	Revenue	% Spend
Software	3,202,104.73	77.66%
Service	883,359.00	21.42%
Hardware	37,435.00	0.90%



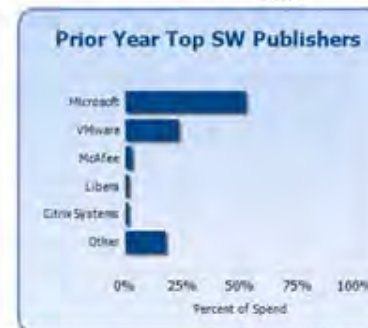
Manufacturer	Revenue	% Spend
Microsoft	1,329,249.06	32.24%
RSA Security	798,753.00	19.37%
Adobe	366,328.00	8.88%
IBM	245,778.00	5.96%
Libera	220,933.00	5.35%
Other	1,161,857.67	28.20%



Manufacturer	Revenue	% Spend
Microsoft	5,286,831.24	55.76%
VMware	1,763,506.64	18.60%
RSA Security	396,860.00	4.18%
McAfee	340,768.00	3.59%
Citrix Systems	164,102.00	1.73%
Other	1,528,206.45	15.14%



Manufacturer	Revenue	% Spend
Microsoft	930,272.06	29.05%
RSA Security	517,072.00	16.14%
Adobe	366,328.00	11.44%
IBM	233,902.00	7.30%
Libera	136,924.00	4.27%
Other	1,017,606.67	31.80%



Manufacturer	Revenue	% Spend
Microsoft	3,990,028.24	52.31%
VMware	1,763,506.64	23.12%
McAfee	256,500.00	3.36%
Libera	134,424.00	1.76%
Citrix Systems	133,050.00	1.74%
Other		

Top Products by Spend

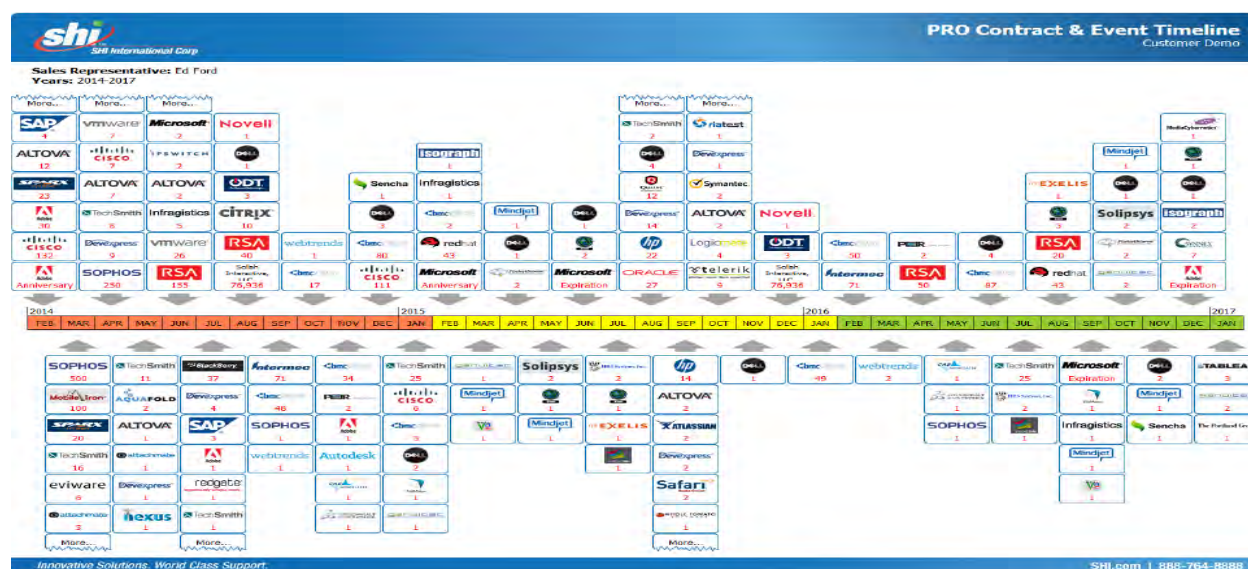
Manufacturer	Manufacturer Part #	Description	Qty	Revenue	% Spend
Microsoft	U7S-00008	Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - GOV - EA Subscription - All Languages	8,500	\$X,XXX,XXX	31.17%
Microsoft	NPN-MICRO-PREMI	Microsoft Premier Support Services	1	\$XXX,XXX	8.69%
Adobe	1st Term Year	12month Term License and M&S for 2 CPUs of LiveCycle Forms, Output, PDF Generator,	1	\$XXX,XXX	8.04%
RSA Security	PS_CUS_ARC_RSDNT	Hours of Archer Professional Services Resources to do the Architecture, Design & Implementation	1,198	\$XXX,XXX	6.45%
Microsoft	USJ-00028	Microsoft Enterprise CAL Suite Bridge for Office 365 - Step-up license & software assurance - 1 user CAL - upgrade from Core CAL Suite Bridge for Office 365 - Enterprise - Win - All Languages	8,500	\$XXX,XXX	4.53%

6.6. How maintenance support is to be made available.

SHI Response:

All maintenance support available through SHI from the Software Publishers is included within SHI's product catalog. Depending upon the publisher, the maintenance support may be bundled with the license or may be purchased separately. When a customer has questions about how to purchase the maintenance support or what is covered in the purchase, SHI's Inside Account Managers understand these programs and provide assistance.

SHI then tracks the maintenance purchase in our order entry system. In addition to the standard information captured for all purchases, SHI captures the maintenance expiration date. SHI uses this information to provide the renewal timeline on SHI.COM and renewal reports. The following is a sample of the renewal timeline:



6.7 Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.

SHI Response:

At SHI, we understand that purchasing the right products at the right price is important, and of course we strive to assist our customers with selecting the best products to address their needs and helping them to acquire those products efficiently and economically. But we understand the customer's experience with their products doesn't end there, and so our involvement doesn't end there either. In order to help our customers to truly achieve best value from their IT spend, we want to support our customers in fully adopting that technology as well. As depicted on the graphic below, each of these elements are critical to understanding our customers' vision and helping them obtain best value. We regularly assist NASPO ValuePoint customers with their installation and use of products by ensuring that they receive any necessary key codes and licensing and installation information, and we also help our customers to engage with our publisher partners to discuss relevant Case Studies and best practices for product use. For customers who require additional assistance for complex use cases, SHI also provides additional fee-based services for deployment and support.



SHI strives to help our customers achieve best value from all their software purchases. Toward that end:

- SHI provides pre-sales support teams to assist our customers with their licensing strategy and the design of the solutions that address their specific needs. SHI remains vendor agnostic in our pre-sales support, ensuring the customer is always receiving the solution that best meets their needs, rather than the needs of an individual Publisher.
- SHI's teams are available to assist with the selection of the product, licensing models, and the transaction process. In most cases, the software is available for download directly from the Publishers' web sites. SHI's Software & Licensing Specialists are available to assist customers through the process and navigating the Publisher sites.
- SHI supports our customers initiatives around deployment planning, product training (classroom or computer based), and post-sales support options. Many of these services are fee-based and the SHI Account Executive will assist the customer with understanding their options.

7 A significant aspect of this service is to be Value-Added Services.

7.1 Describe how your company handles the complexities related to enterprise license agreements (e.g. Microsoft EA, Adobe CLP, etc.). Include how you assist customers (especially first time customers) through this process to ensure they are comfortable moving forward, and are knowledgeable about the agreements once they are complete?

SHI Response:

As described throughout this proposal, SHI has many resources in place to ease the burden many organizations face in the management of the varying requirements of the Publisher's Volume License Agreements. SHI understands that there is much more involved in successfully implementing a Volume Program than just signing the contract. Each publisher has a different set of terms, conditions and requirements, which can leave a customer with the burden and expense of putting resources in place to manage their license programs. SHI offers resources to relieve our customers of that burden and expense.

SHI's goal is to allow our customers to realize the benefits and cost savings from software license agreements without having to change their internal processes and/or workflow. SHI helps our customers to compile information from any pre-existing license agreements, along with the requirements of any new license programs, to establish a single source of information and minimize your license tracking requirements. SHI also helps our customers to integrate the requirements of the

Publisher's Licensing Agreements with their existing procurement process to maximize the benefits.

SHI stands apart from other software resellers as the Number One enterprise software advisor to the world's largest organizations with the most complex IT environments. Our success has been based on the resources we have allocated to software license program management, in support of both our customer relationships and our publisher relationships. Furthermore, SHI offers a wide range of tools and services designed to ease the management of license purchases and deployments. Our focus starts with ensuring that each customer is educated on all the options available, and continues all the way through to the Asset Management Tools that allow our customers to manage those intangible assets throughout their organization.

Assisting Customers Through this Complex Process—The SHI Account Executives have the expertise, the public sector experience, and the internal resources necessary to evaluate a customer's existing system and application environment to provide an analysis of their licensing options. SHI Account Executives work closely with the Participating States to understand standards and future direction, with an emphasis on leveraging your existing install base, future rollouts, and competitive upgrades and maintenance. These efforts, combined with realistic forecasts, assist each customer with comparing the various options available and the savings realized by executing the identified Volume License Agreement.

Our Licensing Department is staffed with manufacturer-dedicated and certified experts who are available to assist the Account Executives in recommending and supporting their customers' licensing agreements. They work closely with our software partners to understand the ins and outs of their complex volume licensing agreements, to ensure that SHI has the most up-to-date information available, and to distribute this information to SHI's sales force. SHI Licensing Representatives are responsible for reporting the customers' purchases to the manufacturer within the timeframe and format required. These representatives are available to assist the members of the SHI Account Team and SHI customers with questions regarding software Volume Licensing Agreements. **To give you an idea of the breadth of experience within our Licensing Department, we are providing a list of licensing resources available to support this contract as an attachment to this document (ATTACHMENT B_Methodology_SHI_Software and Licensing Team.xlsx).**

In short, SHI understands that enterprise licensing agreements can be quite complex – but these agreements also provide significant benefits in terms of cost savings and reduced administration costs. The SHI Account Team endeavors to simplify the process for our customers, while ensuring that they receive maximum benefits from the agreements.

- 7.2 Describe how your company handles transitioning a group of customers from an account manager with whom they have built a relationship to an account manager who is new to them?

SHI Response:

There are two types of scenarios in which we would need to transition a group of customers from an account manager with whom they built a relationship to an account manager who is new to them:

One scenario is if SHI has earned a new contract, and we helping a customer to transition to SHI from another reseller. SHI has a great deal of successful experience transitioning customers to our organization, and we have an implementation plan that will make the process as seamless as possible. SHI had the opportunity to work with a large number of NASPO ValuePoint SVAR customers to transition them to SHI when the term of the current SVAR contract first began. Any of our current SVAR references could provide input on their experience with this transition. And because we already have accounts and ordering processes established with these customers, the implementation of the new contract will be seamless.

Another scenario during which SHI would need to transition customers to a new account manager would be for current SHI customers who are transitioning from one SHI Account Executive to a new SHI Account Executive. Because the tenure of SHI's field sales team is so high, we do not have much turnover. Most current NASPO ValuePoint SVAR customers have worked with the same SHI Field Account Executive throughout the contract term. However, we do occasionally need to transition a customer. At times, we add new members to our sales team to ensure that our current team members maintain enough bandwidth to serve our customers proactively, and this sometimes requires a transition.

One way that we ensure a smooth transition is by providing our customers an Account Team approach. Our customers at SHI have access to both a field Account Executive and an Inside Sales team. There are multiple people who are familiar with each customer and understand the customer's needs and processes. We also document our customers' needs within our internal systems. These things ensure continuity during absences and vacations, as well as at a time of transition.

Regardless for the reason for the transition, there are steps we take to ensure that process is smooth:

- 1) Hold an introductory meeting to understand the key contacts/roles within the customer and how they are organized
- 2) Introduce SHI key contacts – inside and outside team and ensure customer has up to date contact information and understands who to contact for specific requests
- 3) Discuss current processes and best practices
- 4) Understand the customer's goals and vision, and what are they trying to accomplish in the next 3-5 years so we can begin (or continue) to bring appropriate solutions together
- 5) Conduct ongoing health checks to ensure that the customer is getting the best service and gaining efficiencies where possible

Here is what one current SVAR customer has to say about his organization's experience when transitioning to SHI from a previous reseller:

"In September 2011, the City of Phoenix adopted the State of Arizona Software Value Added Reseller contract with SHI. Thanks to the hard work by the account manager and her inside sales team, the transition from the previous supplier to SHI was seamless. SHI has been a great partner to the City during the last four years."

- Larry Jue, Senior Buyer, City of Phoenix

7.2.1 How do you ensure that all of the customers' needs are met?

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular communication with our customers. SHI Account Executives meet with the Participating States and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

SHI encourages and actively solicits customer feedback. Our Director of Quality collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under the current NASPO ValuePoint SVAR agreement. SHI holds the most Participating Addenda and has achieved the most volume under the contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.

Here is what one SHI customer has to say about SHI's ability to meet his organization's needs under the current SVAR contract:

"I am writing this letter to recommend SHI as a value added reseller of Software for the State of Arizona. I worked as an IT infrastructure manager for the Department of Corrections for six years and have been working at the City of Phoenix the past three years. I can attest that during my career in Information Technology I have never worked with a vendor that was more responsive and provided better customer service than SHI. When a quote was needed for software, SHI always provided timely service and never left us waiting. In addition SHI would contact and meet with our teams to make sure the needs of our organization were being met. When help was needed reconciling licensing SHI was accommodating and quick to help by providing useful reports. SHI is a great resource and truly an exceptional partner. I wholeheartedly recommend their services."

-John Ryan, City of Phoenix Information Technology Services

7.2.2 How do you ensure the new account manager is given the resources necessary to be successful in the new role?

SHI Response:

SHI understands how important it is for our customers to receive support from a representative who has the proper training and resources to best serve you. At SHI, the Account Executives who support the Participating States are solely dedicated to supporting Public Sector customers, and each has access to a wealth of resources within SHI and our publisher community. SHI Account Executives have the training, knowledge, experience, and resources needed to support the unique needs of government and education accounts. SHI offers on-going training to the members of the Account Teams in order to ensure we are providing the highest level of customer service to all of our customers. We describe our initial and ongoing training below.

SHI Account Executives –

Initial Training

All new SHI Account Executives are brought to our headquarters in Somerset, NJ for an orientation. During this time, the Account Executives meet the support personnel who are available to assist them in supporting the customers' requirements, and they learn the tools that SHI provides for supporting customers, such as quoting tools, catalog management, e-procurement, etc. In addition, the Account Executive learns detailed information about SHI's mission, our unique capabilities, and the services that we provide. Each Account Executive is supported by a Regional Director who works exclusively with Public Sector and has significant experience with Public Sector contracts.

On-going Training

- Annually, SHI holds a sales conference and all Account Executives are required to attend. During this time, the Account Executives receive refresher training and learn the new tools and services that SHI will be introducing. At this event, we also hold orientation sessions with key publisher partners, who provide product and program training, so the Account Executives have a current understanding of the products they sell.
- SHI Account Teams also attend quarterly Regional Huddles, and monthly Regional Team Calls, to ensure that we are staying up to date and sharing new ideas and best practices across all States.
- Bi-Weekly Public Sector Conference Calls—All Account Executives attend a conference call twice per month. One call is vertical-specific (i.e. State and Local, Higher Education or K-12) to help our sales team to best address the needs specific to each customer's market, and the other is a general Public Sector call where they learn the latest about Publisher programs and products as well as being updated on internal SHI resources that have been added or changed.
- Web Conferences—as needed, our manufacturer partners or SHI's Product Champions will host an internal web conference to train our representatives on their products, procurement programs, new releases and upgrades, and their technology.

7.3 Describe the training available regarding the use of this contract and how to obtain best value from it, other than on-line tutorials.

SHI Response:

SHI is proud to be a NASPO ValuePoint SVAR contract holder, and we have the privilege of working with many Participating States currently. We understand the value of this contract and the importance of supporting the current contract users, as well as bringing on new participants. Whether a customer is new to the contract, or a long-time participant, SHI offers various methods to educate our customers on the use of this contract and how to obtain best value from it.

SHI understands the importance of providing ongoing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training

sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.

- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

- 7.4 Explain what unique Value-Added services your Company will make available under a resultant contract. State whether they are to be provided at no cost. If there are costs, identify these costs on the applicable Pricing Sheet in the Cost Section.

SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. Below, we would like to highlight a few additional services which our customers find especially valuable. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Value-Added Service	Description	Free or Fee-Based
Software Expertise and Advice	SHI's dedicated Public Sector sales team has the experience and resources to provide our customers with the information and advice they need to make the right decisions for their software spend. Our expertise and advice allow our customers to save money and to achieve best value from their purchases.	Free
Pre-Sales Support-Licensing Team	The members of SHI's Software Licensing Team provide support around our customers' licensing needs, ensuring they are maximizing the benefits of their volume license agreements.	Free
Contract Training and Education, and Customer Business Reviews	The range of software options can be complex and overwhelming, and the available products and buying alternatives change frequently. SHI provides initial and ongoing training and communications to help our customers to use the contract effectively and make smart choices for their software spend.	Free
Negotiation Assistance	SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our unparalleled experience with Public Sector customers gives us keen insight into the range of available software options for customers across the country. We leverage these things to help our customers negotiate favorable pricing and terms.	Free
License Tracking and Reporting, and Renewals Management	SHI's involvement does not end when we process a software transaction. We partner with our customers throughout the contract term to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance.	Free
FinePrint	Through SHI's Fine Print Service, our customers can review a set of publicly available EULAs on our web site (from www.shi.com , click on: My Account > Tools and Reports > Fine Print). Fine Print is a contract management and indexing system that organizes agreements by separating contract text into standardized clause types and Identifies which terms apply to various products and use cases, and then organizes the data into an easy to find format.	Free

Software Solutions Services	Our Solutions team will help you to identify the right software tools and technology, and then (if desired) execute the implementation of in-scope services so that you can focus on your business. Our services help accelerate your time to productivity and value – so that you can deliver results to your organization sooner.	Free or fee-based, depending upon the scope of the requirements

8. Explain how your Company will:

8.1 Retain publisher certification levels and improve on them.

SHI Response:

SHI is a top tier reseller for the publishers included within this RFP. We have met or exceeded the publishers' certification requirements during the current SVAR term, and we will continue to do so over the term of the next agreement as well. As evidence of our certifications and commitment to partnering with the publisher community in support of the SVAR agreement, SHI is providing letters of authorization for the key itemized publishers (**ATTACHMENT B_Methodology_SHI_Letters of Authorization.pdf**), a listing of SHI's major Publishers and our authorization/certification level with each (**ATTACHMENT B_Methodology_SHI_Reseller Certification.docx**), as well as a sample report of publishers represented under the contract over the last calendar quarter of the contract (**ATTACHMENT B_Methodology_SHI_Represented Publishers.xlsx**). SHI's product catalog contains a vast number of Software Publishers and Hardware Manufacturers—more than 15,000 at present time. We would be pleased to provide you with information regarding our authorization level and capabilities around any publisher you request.

8.2 Work to reduce costs to obtain publisher products?

SHI Response:

SHI has earned top-tier status with the major software publishers, which means that we have access to highly discounted pricing levels. In addition, we regularly communicate with our customers and with our publisher partners to identify opportunities for even further savings. Here are just a few ways in which we regularly reduce costs and save our customers money for their software needs:

- Review purchasing alternatives such as subscription vs. perpetual, and on-prem vs. SaaS, to help our customers identify potential cost savings
- Request special pricing for Government or Education customers – sometimes reduced costs are available for customers once SHI demonstrates their Public Sector status
- Monitor promotions and temporary discounts, and help our customers to time their purchases so that they can take advantage of these cost savings
- Track customer spending and trends, and proactively work with publishers to negotiate volume discounts based on transactions and/or cumulative spend
- Understand, analyze, and present our customers with Volume License Agreement options which will reduce costs
- Leverage our license tracking and reporting to help our customers understand the quantities in which they need to purchase; often customers spend more than they need to in order to be sure of compliance, and we can help reduce costs by verifying proper licensing
- With the visibility of our PRO timeline for renewal management, SHI can identify opportunities to consolidate and co-term purchases to reduce customers' costs

8.3 How does your Company respond to customer complaints and service issues?

SHI Response:

SHI is committed to providing high quality customer service and support. The Account Teams are available during normal business hours, with emergency coverage also provided by the Account Executives and the Regional Directors.

By empowering the Account Teams to manage all aspects of customer service and to resolve issues, SHI provides a simple,

streamlined, and effective escalation path. Most issues are resolved without the need for escalation outside the Account Team. However, all members of the SHI team will welcome escalation and feedback at any time.

8.4 What is your Company's escalation process?

SHI Response:

Customers are invited to engage any member of the SHI team to escalate a concern. When a customer is looking for guidance on the best way to escalate a potential concern, our recommended escalation process is as follows.

Escalation Point	Responsibilities	Response Time
Inside Account Managers	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executives	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager	Responsible for the management of the daily activities of the Inside Account Managers	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director of Inside Sales	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution
Senior Director of Public Sector Sales	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution

9. Problem Resolution

- 9.1 **Scenario 1:** Describe at least one recent situation where your Company made a major error that resulted in dire consequences for a customer. Detail the error and what changes your Company has made to avoid repeating the error in the future. In this situation, the problem is not solved in time to take care of the customer, and the customer is likely lost.

SHI Response:

In 2012, SHI had the opportunity to work with Citizens Property Insurance in Florida for various projects, including their HP needs. SHI made an error in our shipping and actually sent a number of products earlier than the customer had anticipated. This disrupted the operations of Citizens Property Insurance so significantly that they decided to move their HP business away from SHI. This proved to be an important learning experience for SHI, because we discovered that at that time we were not familiar enough with this customer's mission, or aware enough of the tight timeframe in which they needed to operate.

Citizens Property Insurance deals with disasters in the State of Florida, and their business is highly cyclical and yet very difficult to predict. Some aspects of their operation lie dormant during parts of the year, but require substantial resources at other parts of the year, such as during hurricane season. As a result, they require vendor responses to be extremely fast, and they need access to product deliveries in a very narrow window of time. For example, they may expand their organization by 1,300 or 1,400 temporary staff members during times of hurricane activity. They need any IT deliveries for that supplemental staff to be delivered on time – not too late and (as we learned) not too early.

SHI has made a couple significant advancements in our mindset and our approach since we encountered this challenge in 2012. One advancement is that we now make it a priority, organization-wide, to better understand our customers' missions. SHI has always taken pride in our transactional efficiency, but we recognize that providing best value to our customers means so much more than just delivering products quickly or at the lowest cost.

Another advancement that we have made is in our ability to better customize a customer's experience to help them realize the most benefits from their partnership with SHI. For Citizens Property Insurance, we realized that the nature of their business means they

simply cannot afford any surprises in their order and delivery schedule. In certain situations like this, we now have the ability to assign a project manager to closely manage all details of the customer's experience working with SHI. We are currently in the process of designing a custom solution to offer Citizens Property Insurance that will include a project manager, and – depending on volume – perhaps a full-time SHI representative who will be based on-site at the customer location. We are hopeful that, with these changes in mindset and approach, we will have another opportunity in the future to work with Citizens Property Insurance for their HP needs.

With the volume of business that SHI handles, there are times when errors or misunderstandings occur. We make every effort to maintain a very low rate of errors and to act quickly when an error does occur. While SHI never wants to lose the opportunity to serve a customer, we try to take advantage of every opportunity to learn and grow as a partner for our customers. SHI is proud of the advancements that we have made, and continue to make, in helping our customers to achieve their mission. Far from just being a transactional reseller, SHI strives to help all of our customers identify the right products to address their needs, acquire those products in the manner that makes sense for their unique requirements, and successfully adopt the technology they have acquired.

9.2 Scenario 2: Describe at least one recent situation where your Company made a major error that had potential dire consequences for a customer. Detail the error and what was done to correct the situation. To what lengths did your Company go to take care of the customer? What changes (if any) did your Company make to avoid repeating the error in the future? In this situation, the problem is solved in time to take care of the customer, and the customer is likely not lost.

SHI Response:

In the spring and summer of 2015, SHI had been working closely with the Oregon Department of Human Services and Oregon Health Authority on their MAGI Project to build an ACA solution that would replace the previously implemented Cover Oregon. Over the course of a few months, the SHI team worked with DHS/OHA, Deloitte, and various publishers to make sure that the software needed to make the project successful was licensed and priced appropriately, while also ensuring everything could be fully delivered prior to the end of June. Many quotes saw numerous iterations as they were fine-tuned, and there were multiple extensions of the quotes' expiration dates as talks went on. One such Ipswitch quote that needed to be updated and extended was requested through Ipswitch's distribution partner. It was on this quote that the distributor accidentally misplaced a decimal point, which would amount to a very costly mistake.

Unfortunately, SHI did not immediately catch the error on the quote that we had received from Ipswitch's distribution partner, and we quoted DHS/OHA based on the new, much lower quote we had just received. DHS/OHA placed their order with us and we placed ours with distribution, who eventually kicked it back due to a major pricing discrepancy – the new quote that had totaled roughly \$29,000 should have actually been almost \$58,000. By the time SHI was made aware of the discrepancy, DHS/OHA was already in desperate need of the Ipswitch software so that they could keep the project on schedule and utilize the funds that had been earmarked for that purchase.

Distribution refused to absorb the loss as they said SHI should have recognized the error before sending the quote to DHS/OHA. Taking the financial burden of the additional \$29,000 difference was out of the question for DHS/OHA. Ipswitch did not want to discount further as the error did not originate with them. SHI was caught in the middle, since the original error was not ours, but we certainly knew it was not the customer's responsibility to come up with additional funding. As SHI brainstormed solutions and pursued various routes to rectify the issue, precious hours and days were slipping by, leaving the customer more frustrated with every lost minute. Eventually, DHS/OHA offered to pay a portion of the difference. Knowing this was not the customer's fault and that accepting their offer would only damage our relationship, we did not accept.

With all other options exhausted, SHI escalated the issue high enough within our company that we could leverage the potential loss of SHI's relationship and purchasing power to force the distributor into accepting our order at the misquoted \$28K. We worked with the distributor and Ipswitch to ensure that the order was then processed and expedited through everyone's systems. The license keys and download links were delivered to DHS/OHA in enough time so as not to negatively impact their project timeline or budget. Our communication with all parties, problem-resolution skills, and status in the industry all culminated in the customer receiving the software on-time and at half the cost, turning a potentially dire situation around, and restoring the solid relationship we had been building up until that moment. To this day, SHI and DHS/OHA still work side-by-side on a daily basis. They remain SHI's largest customer in Oregon, and they have indicated that SHI continues to be one of their most trusted partners.

SHI places a great deal of value on the relationships that we hold with our customers and our suppliers. We understand that during large, complicated projects with multiple iterations, sometimes errors can occur. Our commitment is to always address any such errors promptly and courteously, and with the customer's mission in mind. One change that we implemented as a result of the situation described above is to add internal checks and balances when dealing with multiple iterations of the same quote. This ensures that we always know which version is most current and better enables us to immediately identify any significant changes in the quote value, giving us the opportunity to verify the accuracy within the information we receive from our publishers and their authorized distributors prior to putting anything in front of the customer. In addition, immediately upon becoming aware of this issue,

the SHI Account Executive for the State of Oregon implemented a regular status check with the customer to go over all open issues on the project until they were wrapped up to the customer's satisfaction. These changes are consistent with SHI's continuing commitment to helping our customers achieve their mission – a commitment that we intend to uphold for all customers under the new SVAR agreement.

10. Product Return Process

Describe the proposed product return process in the following situations:

- 10.1 **Scenario 1:** Product was ordered. The order was filled and shipped correctly. After the order was accepted, AP discovered it ordered the wrong product and wants to return the product.

SHI Response:

Upon discovery that the wrong product has been ordered, the Authorized Purchaser may contact their Inside Account Manager at SHI to request the return. Provided the product is within the manufacturer's return policy, we will issue the return authorization. If the product is non-returnable, but it is a standard/stocked item, SHI will accept the return from the AP. We also will negotiate with the manufacturer on behalf of the customer and make every effort to obtain a return exception, as necessary.

SHI does not impose restocking fees; however, if a fee is charged to SHI from the manufacturer, we will pass that through to the customer.

- 10.2 **Scenario 2:** Product was ordered. The order was filled and shipped. After the order was accepted, AP discovered the product delivered did not match the product that was ordered. AP would like to return the product.

SHI Response:

To remedy this situation, the Authorized Purchaser need only notify SHI within 30 calendar days of receipt of incorrect shipment. The Inside Account Manager will issue the return authorization and will process a replacement order for the correct order to be expedited to the AP. Since this scenario is not the result of an AP error, but rather an order entry or shipping error made by SHI or a software publisher or distributor, naturally the AP would not be responsible for any fees. Please note also that even if the error is caught more than 30 days after receipt, SHI will make every effort to work with the software publisher or distributor on the AP's behalf to facilitate a return.

11. SVAR Performance - Describe the process to be used to track and document the SVAR's performance, to include "Cost Savings" achieved, under this Contract. See Section 3: Scope of Work, Items 3.5.3 and 3.5.4.

SHI Response:

As described in this proposal, SHI regularly conducts meetings with contract users and Participating States to review purchasing trends and identify areas for cost savings. We would welcome the opportunity to meet quarterly with the LSCA and each PSCA to conduct a review of sales volumes, trends, and savings that have been achieved or which we plan to achieve by implementing new programs. Since not all publishers provide meaningful list prices, we believe the best measure of savings under new programs will be observed by comparing prior spend and benefits with new spend and benefit levels.

SHI also looks forward to meeting with the LSCA and the Sourcing Team each year. We have taken these meetings seriously over the term of the current contract and used them as an opportunity to analyze the contract status, understand LSCA and Sourcing Team priorities, and look for ways to enhance our performance under the contract even further. We agree to perform customer satisfaction surveys and self-audits prior to the annual meetings, and we welcome feedback from the LSCA and the Sourcing Team as well.

SHI places great value on our partnership with NASPO ValuePoint, the LSCA, the Sourcing Team, and each Participating State. We would be honored to continue this partnership, and to continue to derive even greater benefits on your behalf, over the next contract term.



Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order S32566547
Order date 5/6/2015
Customer Account 1023744
Customer PO ADSP011-007500:3549
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States
ADSP011-007500:35 9/ evin Lawl

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
27769479 P73-06309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSP011-007500 Country of sage: SA	38	576.00	21,888.00

note: 95793 7

Sales Balance	21,888.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	1,816.71
Total	23,704.71
Currency	USD

* This Is Not An Invoice *
Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

SAMPLE OF SOFTWARE PUBLISHERS PROVIDED BY SHI TO CURRENT SVAR CUSTOMERS UNDER THE CURRENT CONTRACT TERM

This is not intended to be a comprehensive list, but rather a representative sample of actual Software Publishers whose products SHI has supplied under the current contract. We will continue to supply any and all software that SVAR customers request, and that Software Publishers are willing to offer via resellers. We will research and source new Software Publishers and new products under this contract throughout the contract term, to ensure maximum contract value and ease of use for Contract Users.

1E

2BrightSparks

4D

Abacus Data Systems

ABBYY Software House

AbleBits

Abrosoft

Absolute Software

Accellion

Access Data

Accusoft Pegasus

Accuvant

AccuZIP

ACDI

Acer

ACL

ACL Services

ACL SERVICES LTD

Acresso Software

Acro Software

Acronis Software

AcrossSoft

ActiGraph

Actionable Intelligence Technologies, Inc.

activePDF

ActiveState

ActSoft

Actuate

Acunetix

Adept Computer Solutions

ADInstruments

Adiscon

Adlib Software

Admin Arsenal

Adobe

Advanced Global Systems

Aerohive Networks

Affixa

Agate Software
Agilaire
Agilent Technologies
AgiSoft
AGS Ltd.
Ai Squared
AINS, Inc.
AirMagnet
AirServer
AirWatch
Akamai
AKVIS
Alfred Publishing
AlgoSec
Alicat Scientific, Inc.
AlienVault
ALK Technologies
Alliance Enterprises
Allround Automations
Alpha Card
Alpha Software
Alsoft
Altaro
Alternative Technologies
Alteryx
Altima Technologies
Altova
Altrinsic Solutions
amCharts
AM-Microsoft
Ampad
Amrein Engineering
Analytic Technologies
Andrews Technology
ANSYS
Antenna House
Anylogic
ApexSQL Software
AppAssure Software
AppDynamics, Inc.
Apple
Applied Biomathematics
Appriss
Appsense Technologies
Aptean
Apycom Software
Aqua Connect

Aquaveo
Araxis
Arbutus
Archetonomy, LLC
Argent Software
Ariett
Arrow Enterprise Computing Solutions
Articulate Global
ARX Inc.
ASG
ASG Software Solutions
Ashisoft
Aspose
Asprise
AssetWorks
Associated Press
Astute Graphics
A-T Solutions
Atalasoft
Athena Computer Power Corporation
Atlas Business Solutions
Atlas TI
Atlassian
A-TSolutions
Attachmate
Audience Resonse Systems
Audimation Services
AudioCodes
August Tenth Systems
Auresoft
AutoCoder
Autodesk
Automic
AVADA
Avangate
Avanquest Software
Avanstar
Avante Solutions, Inc.
Avantstar
Avenza Systems
AvePoint
AVG Technologies
AVID
Avid Technology
Avocent
Avoka
Avolve Software

Aware, Inc.
Awareness Technologies
Axceler
Axiom
Axis Communications
Axle Video LLC
Axosoft
Axure Software Solutions
Axway
AXWAY INC
B2Gnow
Backbone Communications
Balesio
Balsamiq Studios
Barracuda Networks
Baystate Consulting
Beacon Application Services Corp
BeezWax
BeLight Software
Ben Software
Benthic Software
Bentley Systems
Berichthaus Software
Best Practical Solutions
BeyondTrust Software
Big Bang LLC
Bind Tuning
Biner AB
Biomatters
Biosoft
Birch Grove Software, Inc.
Biscom
Bitdefender
Bitvise
Black Ice Software
BlackBag Technologies
BlackBerry
Blackboard
Blanco
Blue Marble
Bluebeam Software
Bluesnap
BlueStripe Software, Inc.
BMC Software
Boinx Software
Bombich Software, Inc.
Bomgar

Bosch Group
Box
Bradford Networks
Brady
BrainStorm
BrightWork
Brocade Communications Systems
Brooks Internet Software
Browserstack
Burstek
Business Management Systems
ByteScout
C2C Systems
CA Technologies
CadSoft Computer
Caliper Corporation
Campbell Scientific
CampusCE
Capital Software Inc
Carahsoft Technology Corp.
Carahsoft-Adobe
Cardinal Systems
Carlson Software
Cassidian
Castelle
Catalogic Software Inc.
Catch Intelligence
CBT Nuggets
CBTClips.com
Cell Trust
Cellebrite
Cellebrite USA, Inc.
Centrify
Centurion Technologies
Century Software
Cenzic
Cerberus
Cerebrata
ceTe Software
CGTech
Check Point Software Technologies
Checkpoint Systems, Inc.
Cherwell
Chevin Fleet Solutions
Chicago Soft Ltd.
Chicago-Soft
Ci Technologies, Inc.

Ci Techonologies, Inc.
Circle Systems
CIRCLE SYSTEMS INC.
Cireson
Cisco Systems
Citilabs
Citrix Systems
Citrix Systems-IBM
Civiltech Software
Classapps.Com
CLC BIO
Clearpicture
Cleverbridge
Click Studios
Cloud Nine Solutions
Cloud TC
Cloud9
CloudFlare
Clover Technologies Group
CMMS Data Group
CoCENTRIX
Cocobolo Software
Code42 Software
CodeSmith Tools
CodeWeavers
Codework
Cogniview
Collabion
CollabNet
Collaboris
Collegesource
Columbitech
Column Technologies, Inc.
ComFit Learning LLC
CommVault Systems
ComponentOne
ComponentSource
Computer & Structures, Inc.
Computer Lab Solutions
Computer Systems Odessa
Compuware
COMSOL
Conduviv Technologies
CONNEX Solutions
Constant Contact
ContentWatch
ContextMagic

Continental Imaging and Tech
Control Point
ConvergePoint
Converter Technology
Copernic Technologies
Core Security Technologies
Core Tech
Corel
Correlog
Cortada
Corticon Technologies
Corwin Press
Cosign by Arx
CozyRoc
CPL Systems
Cranel Imaging
Creditron
Crosscheck Networks
Crown Pointe Technologies
CrushFTP
Crypton Computers Ltd.
CyberArk
Cyber-Ark Software
Cyber-Ark Software, Ltd.
CyberLink
CyberPatrol
CyberScrub
CyberTeams
Cycling 74
D3 Secruity
Dancing Dots
DASSAULT SYSTEM
Data East
Databank IMX
Datacard Group
Datachem Software
DataCore Software
Datamation
Datanamic
Datawatch
DB Solo
dBase
Debenu
DecisionPro, Inc
Dedoose
Deep Freeze
Delcam

Dell
DeLorme
Design Science
Devart
Developer Express
Devolutions
DHI
DigiCert
Digital Airware
Digital Intelligence
Digital River
Digital WarRoom
DigitalPersona
Diligent
Distinct
Divergent Media, Inc.
Dlt Solutions
DME Forensics
DNN Corp
DocuSign
Dolphin Computer
DotNetNuke
Dovestones Software Ltd
dtSearch
Dubmenow, Inc.
Duxbury Systems
Dyn
Dynamsoft Corporation
E. Crane Computing
Easeus
EasyLobby
EasyTools
Easyvista, Inc.
EazyDraw
eCivis
ECNetworks
Econ Technologies
ECOPRINTQ
Editor Software
Editplus
EDS
eEye Digital Security
Effective Agile Development, LLC
EFI Electronics
Egress Software Technologies Ltd
Ej-technologies GmbH
Ekahau

Ektron
ElcomSoft
eLearning Force
eLearningArt
Elixir
Elsinore Technologies, Inc.
EMA Design Automation
Embarcadero Technologies
EMC
Emco Software
Emergent Systems Exchange
Emerson Electric
EMS Database Management Solutions
Encase
enChoice
Encore Software
Encryptomatic, LLC.
EnergyCAP
Enfocus Software
Ensoft, Inc.
Enterprise Networks Solutions
Entrinsik
Entrust
EnviroSim Associates Ltd
Envoy Data
Ephox Corporation
Eplus
Ericom Software
ERP Accessories, LLC
eSchool Solutions, LLC
ESET
Esi 911
ESi Acquisition
Esker Software
Estima
Evanced Solutions
Everbridge
Evermap Company
EViews
EVO PDF
ExactSolutions
ExclamationSoft
Executive Information Systems
Exelis Visual Information Solutions
Exepron
EXP Systems
Experian QAS

Express Metrix
Extensis
Extensis Corporation-acad
Extrahop
Extreme Networks
F5 Networks
FabulaTech
Famatech
Faronics
Faster Asset Solutions
FastReports
FastSpring
FaxBack
Fdr Innovations
Febooti software
Fernico
Fiberlink Communications
FileHold
FileMaker
FilmLight
FireEye
FishNet Security
Flexera Software
Flexsim
FLO-2D Software, Inc.
FluidSurveys
Fluke
FMS
Follett Software Company
Fonts.Com
ForensiT
Formsoft
Formulasoft
Fortify Services
Fortinet
Fortres Grand
Foxit Software
Freedom Scientific
FSPro Labs
Fujitsu
Fusion Charts
FutureSoft
GameSalad
Gaming Informatics
GAMS Development Corporation
Gehry Technologies
Gentleware

Genuitec
Genus Technologies
Geofeedia
Geo-Slope
GeoTrust
Geowise
GFI Business Solutions
GFI Software
GIGATRAK
GL Solutions
Gleim
Global Classroom, Inc.
Global Knowledge
Globalcerts
GlobalSCAPE
Globalsign, Inc.
GLOBO MOBILE
Go2Group
GoCanvas
Golden Software
Good Technology
Google
goQ
GovDelivery, Inc.
Goya
GPS Heroes
Gps Navigation For Pdas
GrahI Software
Granicus
Graphon Corp.
GraphPad Software
Gravic
Gravic, Inc.
GreyHeller
GroupLink
Gt Software, Inc.
Guidance Software
Guidebook
GuideK12
Gupta
Gurock Software GmbH
GWAVA
Gwava, Inc.
Harbinger Group
Harte-Hanks, Inc.
Hdi
HDRsoft

HDS
Health Financial Systems
HeathLandscape
Helicon Soft Ltd
HELIOS Software Solutions
helpIT systems, inc
Helpstar
Hemoco
Heritage
Hewlett Packard
HiBase Group
HID Global
Highsoft
Highstock
HiSoftware
Hootsuite
Hostbridge Technology
HP Autonomy
hugin
Hydromantis
Hydronia
Hyland Software
IBE Software
IBM
Iboss Security
Icewarp
Icm Conversions
ICM Document Solutions
Idea
IDENTICARD
Idera
IDM Computer Solutions
IDMS
Ifax Solutions, Inc.
iGrafx
IHS Global Inc.
iLinc Communications
Ilium Software
Image Solutions
ImageWare Systems
Imagine Solutions
Imagine That
Imation Corp.
Impulse Point
IMS Software
IMSI/Design
INAalert

Inbit
inData Corporation
Independence Science
InfinaDyne
Info Group
Infor
Infor Public Sector
InfoRad
Informatica
Information Builders
Information Shield
Informative Graphics
InfoSol
Infragistics
Infusion
Ingram Micro
Innotas
Innovation Data Processing
Innovative Data Processing
InRule
Insight
Insight Software Solutions
InsightSoftware.com International
Insperity
Insperity Business Services
Inspiration Software
Inspyder Software
Intel
Intellaspaces
Intellisoft
Intercrypto Ltd
Interface Technical Training
Intermedix Emsystems
InterSect Alliance
Interwork Technologies, Inc.
Inteset LLC
Intime Solutions
Intuit
Investintech.com
IOGEAR
Iolo Technologies
IOPLEX Software
ipConfigure
Ipro Tech, Inc.
Ipswitch
Iron Networks, Inc.
IS Decisions

Isee Systems Inc.
i-Sight
ISIMTEC
iSpring Solutions
IssueTrak
ISYS Search Software
iZotope
JAM Software
Jama Software
JAMF Software
Jaspersoft
JavaScriptSpellCheck.com
Javelina Software, LLC.
Jaws
JB&A
Jbanda
Jeff-Net
JetBrains
JFrog
Jiji Technologies
JIVE SOFTWARE
JMS Software
Jolly Giant Software
JSI
Jspell
Jump Forward
JumpStart Guides
Juniper Networks
JW Software
Kaltura
Karamasoft
Kaspersky Labs
Katana Forensics
Kayako
Keelio Software
KEMP Technologies
Kernel Data Recovery Software
Keyoti
Knowledge Lake
Knowledge Matters
Knowledge Presenter
KnowledgeBroker
KnowledgeLake
KnowledgeNet
Kodak
Kofax Image Products
Kovai Ltd

Kronos
Kurzweil Educational Systems
KWizCom
LabStats
Lancope
LANDesk Software
Lansweeper
Larsa
Laserfiche
LaserSoft Imaging
Latitude Geographics Group
LAWBASE
Layton Technology
LBM Systems
LEAD Technologies
LeanSentry
LeapFrogBI, LLC
Learning Objects
Legal Files Software
Leica Geosystems
Lenovo
Lepide Software Pvt. Ltd
Levi, Ray & Shoup, Inc.
Lexipol
LexisNexis
Libera
Lieberman Software
Lifeboat Distribution
LightGov
Lightspeed
Lightspeed Systems
Lightspeed Systems Sales, Inc.
LIMINEX INC.
Linoma Software
Linqpad
LiveAction
Livestream
LizardTech
Lmhsoft
Loadbalancer
LoadStorm
Logic Extension Resources
LogicMonitor
Login VSI
Logmein, Inc.
LogRhythm
L-Soft International, Inc.

LSoft Technologies
Lucid Software
Lucion Technologies
Lumension Security
Lynda.com
Lynk Software
Lyris
M86 Security
MacKichan Software
MacKinney Systems
MACROSCHEDULER
MadCap Software
Magnet Forensics
Magnetic Forensic
MailStore Software GmbH
Mainstream Software Inc.
Malewarebytes Corporation
Maltego
Malwarebytes
ManagerPlus
Maptech
Mariner Software
Marshall And Swift
MASS Group Inc.
Master Lock Company
MatchWare
Materialise
Matrix Science
Mavbridge
Mavro Imaging
MAXON Computer
Mayer Johnson
McAfee
MCM Technology
Mctrans
MDX Software
Media Cybernetics
Mediasite
Mekentosj
MELISSA DATA
Melissa Data Corp
Messaging Architects
MESTRELAB RESEARCH
Meta-Analysis
MetaGeek
Metalogix
Meyer Instruments, Inc.

M-Files
Micro Focus
Microcall
Micromain Corporation
MicroMat
Micromat Inc.
Micron Systems, Inc.
Microsoft
Midasoft Inc.
Milestone Systems
Millennium Software
Millet Software
Millisecond Software
Mindgems
MindJET
Minitab
MiniTool Solution
Mitchell Snow
Mj Photocopy
MJT Net
MK Partners
Mobatek
MochaSoft
Montala
Morphotrak
Mozy
MPI Tech
Mrc Systems, Inc.
Multiforce
mutualink
MX Tools
MyCommerce
Myeclipse
MyFonts.com, Inc
MyTopo
Nagios
Nagios Enterprises
Namescape
NanoPac Inc.
National Instruments
Navarre
Navicat
NBS
NCH Software
NCP Network Communications Products Engineering
NEOGOV
Nero

Net Support, Inc.
NetApp
Netbrain Tech
NetCentric Technologies
NETEC International, Inc.
Netflexity
Netikus.net
Netlib
Netmail
NetManage
NETMINER CYRAM
NetMotion Wireless
NetOp
NetSupport
Net-Wall
Network General
Network Instruments
Network Solutions
NetWrix Corporation
New Relic
Newell Rubbermaid
Nexic, Inc.
Next Level Assistive Technology
Next Level Security Systems
NextLevel Software
Nexus Technology
nFocus Solutions
Nginx, Inc.
Nicus Software
Nintex
Nitro PDF
NMS Imaging
Nobeltec
Norex
North Atlantic Publishing Systems, Inc
Northrop Grumman Corporation
Northwest Performance Software
Notify Technology
Nova Development
Novell
Nsoftware
NTP Software
Nuance Communications
Nulana
Numara Software
Nvivo
O2 solutions

Odysseyware
Office Tracker
Office Tracker
OfficeView Software
OfficeWork Software
Okta, Inc.
OmniGroup
Onbase
ONLC Training Centers
Onyx Graphics, Inc.
OOKLA
OpenIm Ltd
OpenText Corporation
Opex Corporation
OPSWAT
Optimal Idm, LLC.
Oracle
Organization Metrics
Orion
Orion Healthcare Technology, Inc.
ORPALIS
Orsyp Software, Inc.
Osam
Osam, Inc.
OSR International
Outlook Import
Overland Storage
Oxygen Software
Pacific Systems Group
PackTrack
Paessler Software Solutions
Palisade
Palo Alto Networks
Panasonic
PaperCut Software
PAR, Inc.
Paraben Corporation
Paragon Software Group
Parallels
Parature
Park Place Technologies
Parsons Technology Inc.
Passware
PastPerfect Software
PastPerfect Software, Inc.
Payne Consulting Group
PDS

Peak Performance Solutions
Peer Software
Peernet, Inc.
Pendragon Software
Pen-Link
People Services
Perceptive Software
Percussion Software, Ltd
Perforce
Perforce Software
Persistent
Personable Inc.
Perspective Software
PG Music
Pgi
PHD Virtual Technologies
Phire
PictoColor
Pilot Edit
Piriform
Pitney Bowes
Pitss
Pixologic, Inc.
PKWARE
plixer International
Pluralsight
Polaris Software
PolicyPak Software
Polk Software
Polycom
Polyworks
PortSwigger
Power Admin
Power Software
Powermapper
Pragma Systems
Pragmatic Works
Precision Interface Electronics
PremiumSoft CyberTech
Prezi
PRIMER-E
PrinterLogic
PRISM Europe
Progress Software
Project Manager Online Ltd
Pronexus
Proofpoint

Proteome Software
Provalis Research
Provisio
PROVISIO GmbH
Provisio, LLC.
Psigen
Ptv America
Public Engine
Puppet Labs
PushOk Software
Pyware
QQQ Software, Inc.
Qscend Technologies, Inc.
QSR International
Quadralay Corporation
Qualtrax, Inc.
Qualtrics
Qualys
Qualys, Inc.
Quantivate
Quantum
Quark
Questica
Quite Software
R&D Computer Systems
R:Base Technologies
Radware
Rainbow Scientific, Inc.
RandomPicker.COM
Rapid Quality Systems Ltd
Rapid7
Rave Mobile Safety
Raxco Software
RBASE
Readerware Corporation
ReadSpeaker
Reallusion
Realtime Soft
RealVNC
Rebex
Red Gate Software
Red Giant Software
Red Hat
ReDiscovery
RefinedWiki
Registar Systems
REL Software

Relational Architects Intl
Reliance Communications Inc.
Relsoftware
Remark Office
Renovo Software
RepliWeb
Research In Motion - Government & Education
Resource Mate
Response-Systems
Results Positive
Retrospect
Retrospect Inc.
Revisionfx
Revq
Richardson Software
Ricoh
RightAnswers
Rightfax
Rio
Riverbed Technology, Inc.
Roadmax
Robert McNeel and Associates
Rocket Division Software
Rocket software
Rocket Software, Inc.
Rocketready
RockWare
Rocscience
Roland DGA Corporation
Ron Winter Consulting, LLC.
Roxio
RPR Wyatt
RSA Security
Runner Technologies
Running With Crayons Ltd.
Runrev
Runtime Software
Safari Books Online
Safe Software
Safe Software, Inc.
SafeNet
Sage
Salesforce
Salford
Samaritan Technologies
SAND Technology
Sanitas

SANS Institute
SAP
SAP BusinessObjects
SAP National Security Services
SAPIEN Technologies
SAS Institute
Sassafras
Sata
Satori Software
Savance
SC Solutions
Scaleout Software, Inc.
Schrodinger
Schrödinger, LLC.
Scooter Software
ScreenConnect
Screwdriver
ScriptWarp
SDI Technologies
Seagull Scientific
Seapine Software
Secureauth
SecureNet Associates
Security Transcends Technology
Seiko Group
Sencha
Sencha, Inc.
SendGrid
Serena Software
ServiceNow
Service-Now.Com
Sferyx
Shahrabani & Associates
Sharegate
SharePoint Solutions
Shavlik Technologies
Sherpa Software
SHI CONFIG
SHI International Corp
SHI PSO
Siber Systems
Sidra Solutions
Sierra Analytics, Inc.
Signalscape
SignCAD
SignUp4
Simplemaps.com

Simpleware Ltd.
Simx
Singular Inversions Inc.
Sitecore
Siteimprove
Sketchup
SkillSets Online
SkillSurvey
SmartBear Software
SmartCode Solutions
SmartDraw.com
SmarterBetterCities AG
Smartxls
Snail Software
Snap Surveys
Snapt
Snaptrends
Snowtide
Socrata
SoftArtisans
Softera
Softerra
Softomotive Ltd
Software AG
Software Shelf International, Inc.
SoftWright
SolarWinds
SonarTRX
Sonatype
Sonic Foundry
Soniclear
SonicWALL
Sony
Sophos
Sorenson Media
Sotel Systems, LLC.
SOTI
Sourcecode
South River Technologies
SP Marketplace
Spamtitan
Sparkol
Sparx Systems
Specops Software
SpectorSoft
Spellex Development
Splunk

SQLBI.com
Squirrels LLC
SRA International, Inc.
Stack Ideas
Stanford Business Software, Inc.
Stanley Black & Decker, Inc.
Stardraw
StarNet Communications
Stata Corp LP
Stata Corporation
StataCorp
Statera
StatPoint
Statseeker
Stealthbits
Stealthbits Technologies, Inc.
Stimulus Software
Stoneware
Storage Engine, Inc.
StorageCraft Technology
Stormwind
STORServer
Strategic Matching
Stream Link Software
StreamLink Software
StruCalc
Sublime Text
SubMain
Sumtotal
SumTotal Systems
Surveygizmo
SurveyMonkey
SusTeen
SweetScape Software
Swiftpage
Symantec
Symantec - Verisign Licensing
Symmetry
Symtrex
Syn-Apps
SynchroniMedia
SyncRO Soft
Syncsort
Synergy Software
Sysinfo Tools
Systat Software
System Automation

System Innovators
System Tools Llp
Systems Technology Inc.
SystemTools
SystemTools Software, Inc.
TAB Products
Tableau
Tac 10, Inc.
TAL Technologies
Tangent
Tavultesoft
TDMobility
TeamSolutions
TeamViewer
TeamViewer GmbH
Tech Data
Technology Solutions
Technosolutions Corporation
TechSmith
Tecplot
Tectia
Teel Technologies
Teklynx International
Telerik
Telestream
Telog Instruments
Tenable Network Security
Terminal Works
Tetra4D
Texas Instruments
Texthelp
Thawte
The Eye Tribe
The MathWorks
The OpenNMS Group
The Portland Group
The Software Company
The Software Labs
TheBrain Technologies
TheEscapers
ThinClient Computing, LLC
ThinkBuzan
ThinkTank
Thomson Reuters
Thought Communications
ThreatGuard
ThreatTrack Security

ThreatTrack Software
Thunderhead
Thunderstone Software
Thycotic Software
Tibco Software
Tiger Tables
TigerText
Timeclock Plus
TimeValue Software
TLO
TMS software
TNT Software
Toad Software
Tobii
Tools4ever
Tracker Products, LLC.
Tracker Software
Trafficware
Transoft Solutions
Transtech Systems
TransUnion
Trend Micro
Tricerat
Trident Services
Trilead
Trillion Software
Trimble Navigation
Trimble Navigation Limited
Tripwire
Trivantis
Troikatronix
Trustwave
tsaADVET
Tuffin Technologies
Tufin Software Technologies Ltd
Turning Technologies
Twin Star
TypingMaster
TZWorks, LLC
Ubiquia
UFS Explorer
UIU
Unicom Systems, Inc.
Unidesk
Unitrends Software
Universal Imaging Utility
Untangle

UsableNet
VanDyke Software
Vanguard Usa
Varonis
Varonis Systems
Vasco
Veeam Software
Verbi GmbH
VeriFone
Verint
VeriSign
Verismic
Vernier Software & Technology
VersataSoftware
Verypdf
Video Blocks
Video Copilot and Final Image
Viewer Central, Inc.
Vigilant Software
Visible Systems
Vision
Vision Software Solutions
Vision Solutions
VisionSolutions
VisionWare
Visual Click
Visual Computer Solutions, Inc
Visual SVN Software
Visualclick
VisualSVN
Visualware
VMTurbo
VMware
Vormetric
Vound
Vroman Systems
VSoft Technologies
Vyoooh, LLC.
Wacom Technology
WareCentral.com
Wasp Barcode Technologies
WatchGuard Technologies
Waterford Technologies
Waterloo Hydrogeologic, Inc.
Wave Software
Wave Systems
WeAgeSolutions

Webcheckout
WebEx
WebMO
WebQA, Inc.
Webroot Software
Websense
WebSupergoo Software
Webyog, Inc
WhiteSmoke
WildPackets
Wilson WindowWare
WinAutomation
WinEdt
Winfrasoft Corporation
Wingware
Wintertree Software
WinWay
Winway Corporation
Wirecast
WIZIPLE
Wiziq
Wolfram
Wondershare Software
WordTech
World Software Corporation
Worldox
Wowza Media Systems
Wreally
Wrensoft
Wyse Technology
X1 Discovery
Xamarain
xAssets
Xerox
Xmind Ltd
XpoLog
Xtools
X-Ways Software
Zasio
Zebra Technologies
Zend Technologies
Zennaware
Zenoss
ZeroTurnaround
Zerto
Zimbra
Zipinfo

Zix Corporation
ZOHO Corporation
Zonar Systems
ZyLAB
zz-GETDATA PTY LTD



Software Publisher	Authorization & Support
Adobe	Authorized Licensing Center (ranked #2) Platinum Partner 7 Dedicated Sales & Licensing Specialists 1 Team Manager
ArcServe	Large Account Reseller (ranked #3) 1 Sales & Licensing Specialist
Attachmate	National Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Autodesk	Volume Channel Partner - 2014 Volume Partner of the Year 1 Dedicated Sales & Licensing Specialist
Barracuda	Diamond Level Partner 1 Security Sales & Licensing Specialist
BMC	Premier Partner 1 Sales & Licensing Specialist
Box	Platinum Partner (ranked #1) 1 Sales & Licensing Specialist
Check Point	Two Star Elite Partner 1 Security Sales & Licensing Specialist
Citrix	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility



Commvault	Platinum Velocity Partner (ranked #3) 1 Dedicated Sales & Licensing Specialist 1 Technical Resource --ESG
CA	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
Corel	Platinum Partner (ranked #1) 2 Emerging Partner Specialists
ESET	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
Google	Premiere Partner 1 Dedicated Sales & Licensing Specialist
IBM	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
Kaspersky	Platinum Partner (ranked #2) National Partner of the Year 2014 1 Security Software & Licensing Specialist
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1)



	Corporate Reseller of the Year - 2014 1 Dedicated Sales & Licensing Specialist 1 Business Development Manager 1 Technical Resource - ESG
Microsoft	LSP & EDA (ranked #1) Gold Competency Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions 12 time winner of MLGP Operational Excellence Several Technical Resources - ESG
LogRhythm	Partner 1 Sales & Licensing Specialist
Net IQ	Authorized Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Novell	National Partner (ranked #1) 1 Dedicated Sales & Licensing Specialists
Nuance	Managed Partner (ranked #2) 2 Emerging Partner Specialists
Open Text	Corporate Reseller Partner (ranked #1) 2 Emerging Partner Specialists
Oracle	Oracle Global Platinum Partner 1 Sales & Licensing Specialist 2 SW Technical Sales Representatives



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



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



Standard Invoice Reports

Below is a list of the standard invoice reports SHI can provide to the customer.

Reports:	Report Columns:
ATOS Invoice Extract	AccountName
Contract Invoice Detail - V2	AccountNumber
Customer 12 Month Manufacturer Spend Profile	Manufacturer
Customer 12 Month Manufacturer Spend Profile from Date	Description
Customer Business Summary	Version
Customer Invoice Detail - V2	OperatingSystem
Customer Invoice Detail - Zen-Tally Format	Media
Customer Invoice Detail Consolidated by Part	Language
Customer Invoice Detail for Manufacturer	BuyingProgram
Customer Invoice Detail with Serial Numbers	LicensePointValue
Customer Invoice Detail with Serial Numbers - for Totalling	AgreementNumber
Manufacturer Invoice Summary	AgreementName
Manufacturer Invoice Summary with Cust Hierarchy	EnrollmentNumber
	EnrollmentName
	OrderDate
	InvoiceNumber
	InvoiceDate
	SHIPart
	MfgPart
	QtyInvoiced
	CustPONumber
	ShipToName
	ShipToAddress1
	ShipToAddress2
	ShipToAddress3

[Add to Favorites](#) [Add to Compare](#)

Report Description:

This produces an extract of SHI invoice activity for a customer in a format required for import into ATOS License Manager.

In addition to our standard invoice reports, SHI can also provide standard reports on quotes, orders, and entitlements, and we also provide some types of reports in a graphical summary format.

Following are samples of some of our most popular and commonly requested types of standard reports.



Sample Reports

Below are samples of just a few of the standard reports that SHI can provide to the customer. These are screen shots of actual reports for current SVAR customers. Note that these reports do not include all available fields, in order to fit the screen shot into this attachment, but we would be happy to send a complete report upon request. Also, customer Account Names have been removed to protect our customers' privacy.

Reporting												
Send this Report by Email Save Report Setting Send Feedback to SHI Admin Close												
1 of 27 100% Find First												
Customer Invoice Detail												
Account Number	Account Name	Manufacturer	Order Date	Invoice Date	Cust PO #	Order Number	Invoice Number	SHI Part	Mfg Part #	Customer Unit Price	Customer Extended Price	Qty Invoiced
1023566		SHI International Corp	8/10/2015	10/6/2015	ADSP011-007500-4024	538129470	CR-206904	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	ADSP011-007500-4194	539739345	CR-207104	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	ADSP011-007500-4194	539739345	804061105	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	1
1011534		Signalscape	10/5/2015	10/7/2015	ADSP011-007500-4305	541274552	804063382	31209123	MTAG-GSA	1,534.00	1,534.00	1
1028952		Adobe	10/5/2015	10/7/2015	ADSP011-007500-4317	541274551	804063377	27708706	65227308B-C01A32	757.00	2,271.00	3
1024170		Screwdriver	9/30/2015	10/3/2015	IF-82012	541016747	804044295	22784253	RNW-445CR64T54	438.00	3,066.00	7
1023744		Adobe	9/30/2015	10/2/2015	ADSP011-007500-4296	541050148	804048059	27912583	210-3280-1	409,987.00	409,987.00	1
1011062		DigiCert	9/22/2015	10/2/2015	ADSP011-007500-4266	540524755	804047734	22677378	NPN-C02C-WLDC-A	1,458.00	1,458.00	1



Reporting

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1 of 2 ? 100% Find | Next

Customer Invoice Detail, Consolidated by Part

Manufacturer	Mfg Part	Product Name	Item Type	Product Type	Version	Operating System	Media	Language	License Pool
Osam	IDMP11	FULL TEXT INDEXING SERVER LICENSE FOR AUTONOMY IDOL - MAINTENANCE	Software	Software		Multiple platforms	Other	English	None
Malwarebytes	MAM12N25	Malwarebytes Anti-Malware for Business - subscription license (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
Microsoft	R18-00129	Microsoft Windows Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Adobe	65227508BC01A12	Adobe Creative Cloud for teams - subscription license renewal (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
SAS Institute	PC-ENTSP5M	SAS PC Enterprise Statistical Package for 5 users-PC, Windows, Annual Maintenance	Software	Software		Multiple platforms	Other	English	None
Axway	MGE-MA-E-001500-XX-P	Mail Gate Edge Maintenance Renewal (1500 users)	Software	Software Maintenance Only		Multiple platforms	Software Licenses	English	None
Microsoft	5HU-00215	Microsoft Lync Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Celebrite USA, Inc.	TRN-FOR-ILT-BNDLS	5 Days Mobile Examiner Online ON DEMAND course Bundle - 2 days CCLD and 3 days CCPA	Service	ESD Media			Other	English	None
Microsoft	35A-00172	Microsoft System Center Configuration Manager Client ML - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers

Customer Manufacturer Summary

Date Range Label	Report Start Date	Report End Date
Quarter to date	10/1/2015	12/11/2015

Manufacturer	Customer Extended Price	% of Spend In Period
activePDF	5,872.00	0.14%
Acunetix	2,297.00	0.05%
Adobe	432,914.99	10.09%
Advanced Toolware	1,718.00	0.04%
Agate Software	64,828.00	1.51%
Ai Squared	612.00	0.01%
Airtame	792.00	0.02%
Altova	191.00	0.00%
AppAssure Software	870.00	0.02%
Apple	1,543.00	0.04%



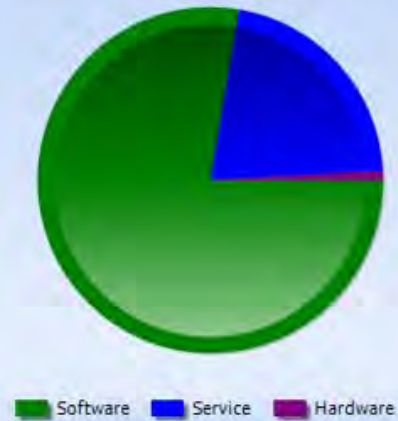
Monthly Historical Spend



Summary

# of Customer PO's Invoiced in Period	208
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	83
Total Spend:	4,122,899

Spend by Product Type



Product Type	Revenue	% Spend
Software	3,202,104.73	77.66%
Service	883,359.00	21.42%
Hardware	37,435.00	0.90%

Partner	Contact Name	Contact Title
Adobe	Pat Breslin	Licensing Team Manager
Adobe	Drew Fike	Sales Specialist - Adobe
Adobe	Brian MacDougall	Sales Specialist - Adobe
Adobe	Jose Colon	Sales Specialist-Corp-SMB
Adobe	Lauren Tedesco	Sales Specialist - Adobe - Enterprise
Adobe	Tim Chen	Sales Specialist - Adobe
Adobe	Jay Martell	Sales Specialist - Adobe - Enterprise
Adobe	Dan Masiello	Sales Specialist - Adobe
Adobe	Mike De Tore	Sales Specialist - Adobe
Adobe	Emily White	Sales Specialist - Adobe
Arcserve	Chris Testa	Sales Specialist - CA and Arcserve
Autodesk	Jack Barrett	Sales Specialist - Autodesk
Autodesk	Peter Quinio	Business Development Manager - Autodesk
Brocade	Christina Polidura	Networking Partner Specialist
CA Technologies	Chris Testa	Sales Specialist - CA and Arcserve
Check Point	Jim Tierney	Sales Specialist- Check Point and Tenable
Citrix	Joe Palmieri	Sales Specialist - Enterprise & Public Sector
Citrix	Allen Darrah	Sales Specialist - Corp
CommVault	James Fitzgerald	Sales Specialist - CommVault
CommVault	Kevin Kehoe	Systems Engineer - CommVault
Emerging Partners	Katie Dellosso	Licensing Support Specialist
Emerging Partners	Cristina Rodriguez	Licensing Support Specialist
ESET	Regina Robinson	Emerging Security Specialist
IBM Software	Rodrigo Jimenez	Business Development Manager - IBM Software
IBM Software	Bonnie Cho	Sales and Licensing Specialist - IBM Software
IBM Software	Liz Gallagher	Sales and Licensing Specialist - IBM Software
Kaspersky	Andrew Goncalves	Sales Specialist - Barracuda & Kaspersky
Licensing Operations	Marilyn Nagel	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Heena Amin	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Aneta Wywrot	Operations Manager -Adobe, IBM, Novell, Citrix
Licensing Operations	Kendra Goss	Operations Specialist -Adobe, IBM, Novell, Citrix
Licensing Operations	Jon Perina	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Kristina Diamantis	Operations Specialist-Adobe,IBM,Novell,Citrix
Licensing Operations	Brian Saffer	Operations Specialist-Adobe,IBM,Novell,Citrix
LogRhythm	Regina Robinson	Emerging Security Specialist
McAfee	Marcus Aris	Business Development Specialist - McAfee
McAfee	Jennine Lewis	Operations Specialist - McAfee
Microsoft	Carolyn Loffredo	Operations Specialist-Microsoft ESA Fees
Microsoft	Erin Davidson	Operations Specialist-Microsoft ESA Fees
Microsoft	Aleksandra Drobik	Microsoft Channel Incentives Administrator
Microsoft	George Sentaows	Microsoft Channel Incentives Administrator
Microsoft	Alexandria Brummell	Microsoft Cloud Onboarding Support Specialist
Microsoft	Ernesto Romero	Contracts Specialist-Microsoft-D
Microsoft	Kristin Prizzi	Contracts Specialist-Microsoft-D
Microsoft	Nicole Bonante	Contracts Specialist-Microsoft-1
Microsoft	Joy Delasalas	Contracts Specialist-Microsoft-E
Microsoft	Andrew Morse	Contracts Specialist - Microsoft - 1
Microsoft	Dania Hunt	Contracts Specialist-Microsoft-2
Microsoft	Janelle Downes	Contracts Specialist - Microsoft - 2
Microsoft	Danielle Sydlo	Contracts Specialist-Microsoft
Microsoft	Kristen Flazon	Contracts Specialist - Microsoft - 2
Microsoft	Joanna Banack	Contracts Specialist - Microsoft - E
Microsoft	Maraika Najimian	Contracts Specialist - Microsoft - E
Microsoft	Beth Wetzel	Contracts Specialist - Microsoft - E
Microsoft	Lauren Sutura	Contracts Specialist - Microsoft - 1
Microsoft	Jasmine Philippe	Contracts Specialist - Microsoft - 1
Microsoft	Matt Leopold	Contracts Specialist-Microsoft-Temp
Microsoft	Pierre James	Contracts Specialist-Microsoft
Microsoft	Leanne Sephton	Sales Specialist-Microsoft - LE UK
Microsoft	Nada Issa	Sales Specialist-Microsoft - EMEA (UK)
Microsoft	Leo McDonald	Sales Specialist-Microsoft - LE UK
Microsoft	Megan Gironda	Microsoft Enablement
Microsoft	Michelle Forister	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Helene Pearn	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lauren Anastas	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lisa Carbonaro	Sales Specialist-Microsoft - LE Corp
Microsoft	Michael Stack	Sales Specialist-Microsoft - LE Corp
Microsoft	Jessica Olson	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Cathy Mullin	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Dan de Matos	Sales Specialist- Microsoft - LE Public Sector
Microsoft	Jared Rupprecht	Sales Specialist-Microsoft - LE Corp

Microsoft	Lisa Ragantesi	Sales Specialist-Microsoft - LE Corp
Microsoft	Mallory Santucci	Sales Specialist-Microsoft-Junior LE Public Sector
Microsoft	Michelle Coats	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Tarah Urban	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Andy Bernard	Sales Specialist-Microsoft - LE Corp Canada
Microsoft	Katherine Hajewski	Sales Specialist-Microsoft - LE Corp
Microsoft	Kelly Cochran	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Kelly Krieger	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Nate Lessmann	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Tracy Shatto	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Caitlin Prusik	Sales Specialist-Microsoft-LE SMB SLED
Microsoft	Calley Wienk	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Carrie Watts	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Blake Allen	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Grant Marquardt	Sales Specialist-Microsoft - LE Corp
Microsoft	David Parkman	Sales Specialist-Microsoft-Junior LE Corp
Microsoft	Jessica Molzahn	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Nick Hakala	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Melinda Galindo	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Ryan Blakeman	Sales Specialist-Microsoft - LE Corp
Microsoft	Chris Calabrese	Sales Specialist - Microsoft - LE Corp SMB
Microsoft	Sarah Daniels	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Darius MeherHomji	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Christopher Tripi	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Julia Trinh	Sales Specialist-Microsoft - Junior LE
Microsoft	Blake Gollnick	Director - Microsoft Licensing
Microsoft	Heather Sheridan	Senior Manager - Licensing Project Management
Microsoft	Karen Infusino	Manager - Microsoft Contracts
Microsoft	Deborah Childress	Microsoft Licensing Strategy Manager - Enterprise
Microsoft	Kyle Timm	Manager - Corp LE
Microsoft	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Tim Levers	Manager - Microsoft Operations
Microsoft	Renee Yohannan	Manager - Enterprise/Public Sector LE
Microsoft	Mary Lefebvre	Marketing Specialist - Microsoft
Microsoft	Doug Klamm	Marketing Specialist-Microsoft
Microsoft	Jeana Kelly	Marketing Specialist - Microsoft
Microsoft	Adam Aleksuk	Manager - Microsoft Operations
Microsoft	Brendan Tyrrell	Microsoft Licensing Operations Specialist - Tier 1
Microsoft	Alison Richman	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	Gina Segali	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	John Gregorio	Operations Specialist-Microsoft
Microsoft	Ron Rosario	Operations Specialist-Microsoft
Microsoft	Steve Lyness	Operations Specialist-Microsoft
Microsoft	Rob Zakowski	Operations Specialist-Microsoft
Microsoft	Brian Carney	Operations Specialist-Microsoft
Microsoft	Melanie Dombro	Microsoft Operations Specialist - Tier 1
Microsoft	Corey Bell	Microsoft Operations Specialist - Tier 1
Microsoft	Eric Lawton	Microsoft Operations Specialist - Tier 1
Microsoft	Jamie Ledgister	Microsoft Operations Specialist - Tier 1
Microsoft	Abdulai Abu-Bakarr	Sales Specialist-Microsoft SPLA
Microsoft	Devon Connor	Product and Licensing Specialist-Microsoft
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Kimberly Barrett	Microsoft Support Team Lead
Microsoft	Brian DOnofrio	Product and Licensing Specialist-Microsoft
Microsoft	Carolyn Fippinger	Product and Licensing Specialist-Microsoft
Microsoft	Shelby Holliman	Product and Licensing Specialist-Microsoft
Microsoft	Tracy Lee	Product and Licensing Specialist-Microsoft
Microsoft	Hannah Sura	Product and Licensing Specialist-Microsoft
Microsoft	Rachel Mamola	Product and Licensing Specialist-Microsoft
NetIQ	Jim Tierney	Sales and Licensing Specialist
OneLogin	Beth Russo	Cloud Partners Sales Specialist
OneLogin	Angela Arias	Manager - Cloud Partners
Oracle	Amy Wilkinson	Technical Sales Rep - East
Oracle	Amy Wilkinson	Technical Pre-Sales - Oracle Software
Oracle	Roger Arnold	Technical Pre-Sales Public Sector - Oracle Software
Quest	Mike Beal	Sales Specialist - Quest
Red Hat	Ryan Hotchkin	Sales and Licensing Specialist
Red Hat	Travis McKay	Sales Specialist - Google & Red Hat
RSA	Helaina Cohen	SHI Sales Specialist - RSA, Sophos
Software & Licensing Management	Joseph Lentine	Manager, Software Partners
Software & Licensing Management	Angela Arias	Cloud Partners Manager

Software & Licensing Management	Jacque Goldstein	Director - Software Partners
Software & Licensing Management	Blake Gollnick	Director - Microsoft
Software & Licensing Management	Mark O'Brien	Senior Manager - EMEA Partners
Software & Licensing Management	Sandy DeVico	Manager, Software Partners
Software & Licensing Management	Erika Burnett	Manager - Software Partners
Software & Licensing Management	Tim Levers	Manager - Licensing Operations
Software & Licensing Management	Aneta Wywrot	Manager, Non MS Operations
Software & Licensing Management	Jessica Lemmon	Manager, Symantec
Software & Licensing Management	Christopher Lajiness	Manager, Software Partners
Software & Licensing Management	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Software & Licensing Management	Karen Infusino	Manager - Microsoft Contracts
Software & Licensing Management	Adam Aleksuik	Manager, MS Operations
Software & Licensing Management	Deborah Childress	Microsoft Licensing Strategy Manager
Software & Licensing Management	Heather Sheridan (Hinz)	Senior Manager - Licensing Project Management
Sophos	Kristin Laffey	Business Development Manager - Sophos - Corp & Enterprise
Sophos	Helaina Cohen	Sales Specialist- Enterprise & Corp
Sophos	Lisa Hartwig	Sales Specialist - Sophos - Corp SMB
SUN/Oracle	Sheryl Tucker	Business Development Manager
SUN/Oracle	Roger Arnold	Technical Sales Rep - West & Public Sector
SUN/Oracle	John Giachero	Solution Architect - Oracle Hardware
Symantec	Jennifer Torrence	Sales Specialist-Symantec
Symantec	Isaac Stewart	Presales Architect - Symantec Security
Symantec	Steven Calvaruso	Sales Specialist - Symantec
Symantec	Herb Grigsby	Sales Specialist - Symantec
Symantec	Urvi Khatri	Sales Specialist
Symantec	Jessica Lemmon	Symantec Team Manager
Tenable	Allison Beach	IAE - Corp
Tenable	Jason Harvey	IAE - Corp
Trend Micro	Imani Williams	Sales Specialist - Trend Micro Sales
VMware	Mike Jackson	Senior Pre-Sales Solution Architect-VMware
VMware	Jon Palmer	Pre-Sales Solution Architect-VMware
VMware	Alicia Baczkowski	Senior Specialist
VMware	Kelly Buist	Renewals Specialist
VMware	John Boni	Renewals Specialist
VMware	Carlos Romascindo	Senior Specialist
VMware	Elise Castaneda	Sales Specialist
VMware	Kathleen Barnes	Sales Specialist
VMware	Malika Gordon	vCloud Air Specialist (vCHS)
VMware	Kjetil Skalvik	Systems Engineer vCloud Air, vCloud Air Network
VMWare	Alison Fleischer	VMware Team Manager
Websense	Imani Williams	Sales Specialist - Websense & Kaspersky
Wyse	Jaclyn Bailey	Sales Specialist - Dell Client

ATTACHMENT C - COST PROPOSAL

The Cost Proposal will be evaluated independent of other sections of the Offeror's response. The Cost Proposal is to be submitted as a separate document. **Do not embed cost proposal in the technical proposal response.** Any narrative explanation of the Pricing Sheet forms is to be submitted as part of Attachment C – COST PROPOSAL. Offeror shall provide pricing that includes all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

Label your response "ATTACHMENT C_COST PROPOSAL_companyname".

SHI Response:

SHI is pleased to offer NASPO ValuePoint an aggressive cost-plus pricing model which will result in advantageous pricing for all NASPO ValuePoint members. This pricing model will stand the test of time because pricing is aggressive for our entire range of current software offerings, as well as for all future offerings. Our markups are maximum or "not to exceed" markups, and there may be times when we are able to reduce the markups further.

As instructed, the markups proposed within our Cost Proposal are inclusive of the 0.25% NASPO ValuePoint Administrative Fee. In order to offer each Participating State the best possible pricing, we did not incorporate any State-Specific Administrative Fee (including the State of Arizona 1.0% fee) into the pricing model proposed within Attachment C1. Any State Administrative Fees will be added to the markups in Attachment C1 to arrive at that State's pricing model; we do understand that the fees may not be charged in the form of a separate line item. We would be happy to provide separate markup schedules per State and inclusive of any applicable Administrative Fees upon request.

Additionally, in order to offer each contract user the best possible pricing, we did not incorporate credit card fees into the pricing model proposed within Attachment C1. For customers who wish to use credit cards, the credit card transaction cost will be added to the markups in Attachment C1 to arrive at that customer's markup for the credit card transaction.

With regard to Services, as detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described within Attachment C2.

As mentioned in our proposal, SHI's offering to NASPO ValuePoint consists of thousands of Software Publishers for whom we are already authorized (and currently providing to NASPO ValuePoint customers), as well as additional publishers requested by NASPO ValuePoint customers in the future. Please note that some publishers or service providers will require additional paperwork to be signed in order for contract users to access the most advantageous pricing and licensing options. When that is the case, SHI will work with the contract users to advise them of the publisher's paperwork requirements and walk them through the process to complete the documentation. Our goal is to provide a comprehensive software offering, so that this contract is valuable and easy to use for all Participating States and contract users, throughout the contract term.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

PUBLISHERS

Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers

MARKUP/DOWN

The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")

Note: All markups include the 0.25% NASPO ValuePoint Administrative Fee. Any additional State Administrative Fees will be added to these markups.

KEY ITEMIZED	ADOBE	0.50%
	CITRIX	0.75%
	MICROSOFT	0.25%
	NOVELL	0.50%
	SYMANTEC	0.50%
	VMWARE	0.75%
OTHER ITEMIZED	AI SQUARED	1.00%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.00%
	ALLIANCE ENTERPRISES	1.50%
	APPLE	1.00%
	ATTACHMATE – MICROFOCUS	1.00%
	AUTODESK	1.50%
	AUTONOMY – HP	1.00%
	BAKBONE – DELL	1.50%
	BARRACUDA	1.00%
	BOMGAR REMOTE SOFTWARE	1.00%
	CA TECHNOLOGIES	1.50%
	CISCO	1.50%
	COMPUTRONIX USA	1.00%
	COMPUWARE	1.50%
	COREL	1.00%
	DOUBLETAKE	1.00%
	EMC	1.50%
	ENCHOICE	1.00%
	ESET	1.00%
	ESRI	1.00%
	FREEDOM SCIENTIFIC	1.00%
	GUARDIAN EDGE – SYMANTEC	0.50%
	GW MICRO	1.00%
	IBM	1.50%
	ICM CONVERSIONS	1.00%
	INFOR	1.00%
	INTERMEDIX EMSYSTEMS	1.50%
	HP	1.00%
	HUMANWARE	1.00%
	INFORMATION BUILDERS	1.00%
	KRONOS SOFTWARE	1.50%
	LANDESK	1.50%
	LASERFISCHE	1.00%
	LIQUIDWARE STATUSPHERE	1.00%
	MICROFOCUS INC	1.50%

PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

MINJET	1.00%
MPS	1.00%
MQSOFTWARE – BMC SOFTWARE	1.50%
NCIRCLE	1.00%
NETOP	1.00%
NUANCE	1.50%
ORACLE	1.50%
OSAM	1.50%
PASSPORT	1.00%
PATCHLINK	1.00%
PROOFPOINT	1.50%
RSA SECURITY	1.50%
REFERENCIA SYSTEMS	1.00%
SAP AMERICA	1.50%
SAS	1.50%
SOLUTIONS SOFTWARE	1.00%
SOPHOS	1.50%
SPLUNK SOFTWARE	1.50%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	1.00%
STELLENT – ORACLE	1.50%
SUNGUARD	1.00%
SYBASE	1.00%
TECHSMITH	1.00%
TREND MICRO	1.50%
TRUSTWARE	1.50%
ULTRABAC	1.00%
VORMETRIC	1.00%
WEBSense	1.50%
any other non-listed publisher	2.00%

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES
NASPO VALUEPOINT
SOFTWARE VALUE-ADDED RESELLER (SVAR)

Service being Offered as a Separate Charge	Rate	Unit of Measure
Sr. Services Provider - In-Scope Software Services	\$ 220.00	Hourly
Services Provider - In-Scope Software Services	\$ 182.00	Hourly
Sr. Project Manager - Software	\$ 220.00	Hourly
Project Manager - Software	\$ 182.00	Hourly
Sr. Engagement Manager - Software	\$ 220.00	Hourly
Publisher Provided - In-Scope Software Services	As established by the Software Publisher, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Publisher's offerings)
Third Party Provided - In-Scope Software Services	As established by the Third Party Services Provider, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Third Party Provider's offerings)

As detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described above.

Instructions:

1. Under Column A. **Service being Offered as a Separate Charge** - State the name of the Service and provide a description of the Service.
2. Under Column B. indicate Rate
3. Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)



Attachment D – Executive Summary - Submit no more than two pages which briefly describe the Offer. *Attachment D – Executive Summary* should highlight the major features of the Offer. The reader should be able to determine the essence of the Offer by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

SHI International Corp. is pleased to submit our response to the NASPO ValuePoint Request for Proposal ADSP016-00005829 for Software Value Added Reseller (SVAR) Services. SHI has been in business for over 26 years, specializing in Software Volume Licensing Agreements and Software Asset Management since our inception.

SHI's proposal supplies details of the Public Sector experience, dedication to customer service, account and license management expertise, e-Procurement capabilities, and competitive pricing that we offer to our current customers. We intend to bring these same benefits to NASPO ValuePoint and each Participating State under the new SVAR contract as well.

To highlight the major features of our offer:

- SHI has had over 20 years of experience supporting State and Local Government and Education customers and managing statewide software contracts. Our response details our experience managing IT contracts that are used in all 50 states.
- In particular, SHI has had the privilege of working with WSCA/NASPO ValuePoint during the term of the current SVAR contract. We have devoted the people, resources, and new ideas to make the SVAR contract a success; this is evident in the number of Participating Addenda signed with SHI and our revenue through the contract, as well as in the strong customer relationships we have formed. Together in partnership with NASPO ValuePoint and each of the Participating States, we have truly put the SVAR contract's benefits to work for customers across the country. We have been thankful for the opportunity and look forward to achieving even more for the Participating States with whom we partner under the new contract.
- SHI's account teams have significant tenure supporting the IT needs of State and Local Government and Education. Our field and inside sales teams are dedicated exclusively to Public Sector customers.
- SHI's e-Procurement systems are highly advanced and customized for our customers. Our quoting, ordering, tracking, and reporting capabilities are all customizable to help simplify our customers' processes.
- SHI's pricing methodology is competitive and stands the test of time. We understand that government entities need to identify cost savings wherever possible. SHI's proposal not only offers a competitive markup, but also provides additional opportunities to assist customers with real savings and help you to achieve best value in your procurements. Your SHI team will work with you every day to help analyze your spending, your current and future projects, and buying alternatives. The savings that States realize when working with SHI to plan and negotiate their Software Volume Licensing Agreements can be in the thousands, hundreds of thousands, or even millions of dollars.

SHI's response to Attachment A, Qualifications, provides NASPO ValuePoint with an overview of our experience and expertise working with states across the country in fulfillment of their software needs. We also provide details on the SHI sales and support team members who will support the new SVAR contract, just as they have supported the current agreement.



SHI's response to Attachment B, Methodology, provides NASPO ValuePoint with specific details of how we will support the day to day needs under the contract for NASPO ValuePoint, the Participating States, and each individual contract user. Our responses are based on real data from Participating States and the actual teams and processes that we have put in place to support this contract.

SHI has demonstrated that we are a top partner for NASPO ValuePoint Participating States. We are confident in our ability to meet and exceed your expectations and requirements under this contract. There are only a few areas where we have provided comments or requested clarifications within a separate section of the offer, per the instructions for Section 2: Solicitation Requirements, Information and Instructions to Offerors, section 2.3.4.

SHI would welcome the opportunity to discuss our proposal with you in more detail. We hope you find our proposal compelling, based upon the elements of this offer and also based upon the last five years of strong partnership under the SVAR contract. We have worked very hard to make the current SVAR contract a great resource for all contract users, and we are committed to enhancing our offerings, services, and team even further over the next contract term. We are confident in our ability to provide excellent support to NASPO ValuePoint and each Participating State under the new contract, and we look forward to working with you!