SUBJECT: Piggyback State of Florida Participating Addendum No: 43230000-NASPO-16-ACS-Software VAR (Master Agreement No: ADSPO16-130651)

BID #: PSC-0361-22 **OPEN DATE: 12/3/2015**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM APRIL 8, 2016 THROUGH JUNE 30, 2022

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Florida Participating Addendum No: 43230000-NASPO-16-ACS-Software VAR (Master Agreement No: ADSPO16-130651)

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback State of Florida Participating Addendum No: 43230000-NASPO-16-ACS-Software VAR (Master Agreement No: ADSPO16-130651) with SHI International Corp. to purchase 3,000 Microsoft RDS (Remote Desktop Services) CAL Licenses for desktop and laptop computers to connect with our Citrix environment. Period of service will be one (1) year from date of award. The requested total expenditure not-to-exceed $284,010.00.

FUNDING SOURCES: 11415.194094.546620.010349.00000000.00000 - $275,220.00
53101.113001.546620.000000.00000000.00000 - $8,790.00
To be executed by formal contract through Office of General Counsel and process by purchase order(s)
ATTACHMENTS: Recommendation Memo; Risk Approval; Vendor Quote; Contract

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING ____ MEMBERS DISAPPROVING ____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: February 25, 2022

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

FROM: Thomas Ossi, Technology Contract and Records Manager

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2022.03.01 13:48:02 -05'00'

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2022.02.25 13:55:20 -05'00'

RE: **Piggyback State of Florida NASPO Contract #43230000-NASPO-16-ACS Software VAR**

The Information Technologies Division (ITD), requests approval to piggyback the State of Florida's (SOF) Contract #43230000-NASPO-16-ACS-Software VAR with SHI International Corp., as per Section 126.211 and Section 126.309 of the City Ordinance Code. The SOF contract was competitively procured and awarded through the National Association of State Procurement Official Cooperative Procurement Program (NASPO) ValuePoint Agreement. ITD intends to purchase 3,000 Microsoft RDS (Remote Desktop Services) CAL Licenses for desktop and laptop computers to connect to our Citrix environment.

ITD Management recommends utilizing the SOF alternate contract source to purchase Microsoft licenses for citywide use. The initial term of the agreement will commence upon contract execution. The supplier submitted a quote in the amount of $284,010.00.

Upon award approval, ITD will request a formal contract through the Office of General Counsel.

FUNDING SOURCES: 11415.194094.546620.010349.00000000.00000 - $275,220.00
53101.113001.546620.000000.00000000.00000 - $8,790.00

Your favorable consideration of ITD's request is appreciated.

Tracy Geake — Digitally signed by Tracy Geake Date: 2022.02.28 09:25:15 -05'00'

Attachments: SHI Quote # 21256394
State of Florida Contract No. 43230000-NASPO-16-ACS-Software VAR
Supplier Agreement with SOF

CC: Bill Costa, Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Mark Deas, Server Infrastructure Manager
Andre Conyers, IT Contract Administrator

Client#: 38440 SHIINTER1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/07/2022

APPROVED
By WVerdejo at 12:19 pm, Mar 09, 2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
One Executive Drive
Somerset, NJ 08873

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: somersetclsupport@mma-ne.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : American Casualty Company of Reading PA	20427
INSURER D : Continental Insurance Co of NJ	42625
INSURER E : National Fire Insurance Co of Hartford	20478
INSURER F :	

INSURED
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6050250197	09/30/2021	09/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	X	X	6050291509	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6081819517	09/30/2021	09/30/2022	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	650251110	09/30/2021	09/30/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Error & Omission/ Cyber Liability			596831142	09/30/2021	09/30/2022	$6,000,000 Occ/Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jacksonville, its members, officials, officers, employees and agents are included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability and Automobile Liability insurance and subject to the provisions and limitations of the policies. General Liability and Automobile Liability is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policies. (See Attached Descriptions)

CERTIFICATE HOLDER

FL-City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wm. C. Cilento

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DESCRIPTIONS (Continued from Page 1)

Waiver of subrogation applies to General Liability and Automobile Liability policies when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to the Workers Compensation coverage when required by written contract, agreement or permit and subject to the provisions and limitations of the policy where permissible by state law.

Pricing Proposal
Quotation #: 21256394
Created On: 11/11/2021
Valid Until: 4/28/2022

City of Jacksonville

Mark Deas
117 West Duval Street
Suite 375
Jacksonville, FL 32202
United States
Phone: 904-255-8435
Fax:
Email: adeas@coj.net

Inside Account Manager

Shaina Walker
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Shaina_Walker@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Win Remote Desktop Services CAL 2022 Sngl UCAL Microsoft - Part#: 6VC-04397 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR	3000	$94.67	$284,010.00
			Total	$284,010.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
SHI INTERNATIONAL CORP.

Filing Information

Document Number	F01000004066
FEI/EIN Number	22-3009648
Date Filed	08/02/2001
State	NJ
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/01/2009
Event Effective Date	NONE

Principal Address

290 Davidson Avenue
Somerset, NJ 08873

Changed: 04/18/2021

Mailing Address

290 Davidson Avenue
Somerset, NJ 08873

Changed: 04/18/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 04/24/2017

Address Changed: 04/24/2017

Officer/Director Detail

Name & Address

Title Director

Lee, Celeste

290 Davidson Avenue
Somerset, NJ 08873

Title Director

Graham, Melissa
290 Davidson Avenue
Somerset, NJ 08873

Title Director

Jagger, Hal
290 Davidson Avenue
Somerset, NJ 08873

Title Director

Fitzgerald, Al
290 Davidson Avenue
Somerset, NJ 08873

Title Chairman of the Board

Koguan, Leo
290 Davidson Avenue
Somerset, NJ 08873

Title Secretary

Ng, Paul
290 Davidson Avenue
Somerset, NJ 08873

Title Treasurer / CFO

Ng, Paul
290 Davidson Avenue
Somerset, NJ 08873

Title President / CEO

Lee, Thai
290 Davidson Avenue
Somerset, NJ 08873

Annual Reports

Report Year	Filed Date
2019	03/27/2019
2020	05/26/2020
2021	04/18/2021

Document Images

04/18/2021 -- ANNUAL REPORT	View image in PDF format
05/26/2020 -- ANNUAL REPORT	View image in PDF format
03/27/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- Reg. Agent Change	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
04/04/2012 -- ANNUAL REPORT	View Image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View Image in PDF format
05/01/2009 -- Name Change	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
06/24/2008 -- REINSTATEMENT	View image in PDF format
01/14/2003 -- ANNUAL REPORT	View Image in PDF format
07/16/2002 -- ANNUAL REPORT	View image in PDF format
08/02/2001 -- Foreign Profit	View image in PDF format

NASPO ValuePoint
PARTICIPATING ADDENDUM

Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

Participating Addendum No: 43230000-NASPO-16-ACS-Software VAR

SHI International, Corp.
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Participating State/Entity")

I. MASTER AGREEMENT TERMS AND CONDITIONS:

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

b. 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.

II. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

These modifications or additions apply only to actions and relationships within the Participating State. The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Participating Addendum: As used in this document, "Participating Addendum" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Participating Addendum must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

1) Exhibit A: Contract Conditions, Florida General
2) Exhibit B: Contract Conditions, Florida Special
3) Exhibit C: NASPO ValuePoint Master Agreement Number

If a conflict exists among any of the Participating Addendum documents, the documents shall have priority in the order listed below:

1) The Addendum
2) Florida Special Contract Conditions, Exhibit B
3) Florida General Contract Conditions, Exhibit A
4) NASPO ValuePoint Master Agreement Number, Exhibit C

b. Subcontractors: All contractors, dealers, and resellers authorized in the Participating State, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. If resellers/partners are utilized by Florida customers, at least one must be a Florida based business. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

c. Orders: Upon execution of this Participating Addendum, customers in the Participating State, may purchase products and services under the Master Agreement using this State of Florida alternate contract source number 43230000-NASPO-16-ACS-Software VAR.

Any order placed by a customer in the Participating State for a product and/or service available from the 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.

d. Amendments: No oral modifications to this Participating Addendum are permitted. All modifications to this Participating Addendum must be in writing and signed by both parties.

Notwithstanding the order listed in section II (b), amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

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

Participating State:	Contractor: SHI International Corp.
Signature:	Signature:
Name: Debra Forbess	Name: Natalie Slowik
Title: Director of Administration	Title: Senior Manager - Contracts & RFPs
Date: 12/6/16	Date: 11/28/16

EXHIBIT A
FLORIDA GENERAL CONTRACT CONDITIONS

Table of Contents

SECTION 1. DEFINITIONS. 3
SECTION 2. CONTRACT TERM AND TERMINATION. 3
SECTION 3. PAYMENT AND FEES. 4
SECTION 4. CONTRACT MANAGEMENT. 5
SECTION 5. COMPLIANCE WITH LAWS. 7
SECTION 6. MISCELLANEOUS. 8
SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY. 10
SECTION 9. DATA SECURITY AND SERVICES. 12
SECTION 10. GRATUITIES AND LOBBYING. 13
SECTION 11. CONTRACT MONITORING. 13
SECTION 12. CONTRACT AUDITS. 14
SECTION 13. BACKGROUND SCREENING AND SECURITY. 15

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Master Agreement or on the date the Participating Addendum is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Participating Addendum in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying

the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY

CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at http://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.
The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.
If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.
Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.
Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.
The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.
The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.
Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards.
All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.
Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.
The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the

Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

7.3 Indemnification.

The terms and conditions of Section 14, Indemnification, of the Master Agreement shall govern for purchases made under the Participating Addendum.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.
Solely for the purposes of this section, the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and
(e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."
8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules

maintained by the Florida Department of State available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.
The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information as applicable.

9.2 Warranty of Security.
Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of its value added services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.
Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the

Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors, and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.
The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.
If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to

10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.
The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.
In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

13.4 Communications and Confidentiality.
The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Scope
All products and services offered under this addendum must be in compliance with the Master Agreement scope. Failure to adhere to Master Agreement scope, may result in addendum termination and the reimbursement of reprocurement costs in accordance to 60A-1.006 F.A.C..

Section 2 Information Technology (IT) Standards
Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) has established information technology standards for security, project management and oversight. State agencies shall ensure compliance with AST standards as established in Rule Chapter 74-1 and 74-2, F.A.C, as applicable.

Section 3 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 4 Monthly Transaction Fee Report
The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 5 Quarterly Sales Reports
Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 6 Quarterly Reporting Timeframes
Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – Due by October 10
Quarter 2 - (October-December) – Due by January 10
Quarter 3 - (January-March) – Due by April 10
Quarter 4 - (April-June) – Due by July 10

Section 7 Business Review Meetings
The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

Section 8 Contract Revisions
Notwithstanding General Contract Conditions the following types of revisions can be made to the Contract upon written authorization by the Department:

a. Contractor's Information and Contacts
b. Contract Manager
c. Contract Report Forms

Only the above-listed provisions can be made without a formal Contract amendment. Florida General Contract Conditions, section 6.10, applies to all other modifications to the Contract.

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Contract Amendment

Contract No.: ADSPO16-130651

Amendment No.: Seven (7)

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 402
Phoenix, AZ 85007

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. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Rana Schultz
PHONE: (602) 542-2927
EMAIL: Rana.Schultz@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 June 30th, 2022.
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 authorized representative 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.
DocuSigned by: Elisabeth Arnold 2/7/2022	John R 2/10/22
638433638 3F14CD Signature Date	Signature Date
Elisabeth Arnold - Senior Lead Contracts Specialist	John RedHorse, Statewide IT Procurement Leader
Printed/Typed Name and Title	Printed/Typed Name and Title

Iowa
Idaho
Indiana
Kansas
Kentucky

Lead State

Arizona	Eric Bell eric.bell@azdoa.gov 602.542.8921
Awarded:	04/08/2016
Expiration:	06/30/2022
Renewals Limit:	06/30/2022

Documents/Details

Solicitation +

Award +

Portfolio Information +

Participating Addendum Resources +

FOLLOW

Related Portfolios (5)

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

Pulse →

Software VAR

Overview Contractors(3)

The contracts have been renewed through 4/7/2022. Amendments t are available on each contractor's page on this website.

What is on Contract

LICENSING TYPE: COTS, Individual Licensing, Volume Licensing, Ent

LICENSING PERIOD: Perpetual,Subscription

Delivery: Shrink-Wrap, Download

HOSTING as part of delivery & use: On Premise, Off Premise

ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651 ADSPO16-130651, Software, Value Added Reseller, VAR, CDW, SHI, Enpoint, EnPointe, Insight, microsoft, adobe, mcfee, vmware, office, COTS, enterprise licensing, software, en pointe, SHI, CDW, insight, Abode, citrix, microsoft, novell, symantic, vmware apple, cisco, EMC, humanware, computerware, carracuda, bakbone, doubletake, enchoice, eset, esri, guardian, kronos, landesk, minjet, MPS, netop, oracle, websense, Software, Value Added Reseller, mcfee, office, enterprise licensing

Participating Addenda (72)

Alaska
Alabama
Arkansas
Arizona
California
Colorado
Connecticut
Delaware
Florida
Hawaii

NASPO ValuePoint

formerly WSCA-NASPO

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

with

SHI INTERNATION, 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.: ADSPO16-00005829	PAGE 70	
	OFFFEROR: SHI International Corp.	OF 76	

OFFER

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

SHI International Corp.
Company Name

290 Davidson Ave.
Address

Somerset | NJ | 08873
City | State | Zip

E-Mail Alison_Turner@shi.com

Natalie Slowik
Signature of Person Authorized to Sign Offer

Natalie Slowik
Printed Name

Sr. Manager, Contracts & RFPs
Title

Phone 888-764-8888

Fax 732-764-8889

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

The effective date of the Contract is April 8, 2016.

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

State of Arizona
Awarded this 5th day of April 2016

Procurement Officer

Table of Contents

EXECUTED OFFER AND ACCEPTANCE FORM 2

TABLE OF CONTENTS 3

SECTION 1: NASPO ValuePoint Solicitation ADSPO16-00005829 – GENERAL INCFORMATION 4

SECTION 2: SCOPE OF WORK 7

SECTION 3: NASPO ValuePoint Master Agreement Terms and Conditions 22

SECTION 4: Lead State (State of Arizona) Terms and Conditions 37

- **State of Arizona Special Terms and Conditions** 37
- **State of Arizona Uniform Terms and Conditions** 50

Master Agreement
Section 1: General Information

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

Contract No: **ADSPO16-130651**
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 Colombia, territories of the United States, and other eligible entities subject to approval of the individuals 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 #ADSPO16-00005829 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

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.

"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.

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 Entitites.

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.

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

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.

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	*none*
Delivery	Shrink-Wrap	Download	*none*
HOSTING as part of delivery & use.	On Premise	Off Premise	*Managed Service* *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* *mspalliance.com/definition-of-managed-services/*

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

2.2.1.2 Licenses and Maintenance Agreements

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

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

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

Master Agreement 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:

(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

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

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

	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	
	STELLENT – ORACLE	

	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

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

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 *Means that activity which does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work).*		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

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

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

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.

NASPO ValuePoint

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 fo which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.

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

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

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

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

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

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

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

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

ATTACHMENT C - COST PROPOSAL

The Cost Proposal will be evaluated independent of other sections of the Offeror's response. The Cost Proposal is to be submitted as a separate document. **Do not embed cost proposal in the technical proposal response.** Any narrative explanation of the Pricing Sheet forms is to be submitted as part of Attachment C – COST PROPOSAL. Offeror shall provide pricing that includes all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

Label your response "ATTACHMENT C_COST PROPOSAL_companyname".

SHI Response:

SHI is pleased to offer NASPO ValuePoint an aggressive cost-plus pricing model which will result in advantageous pricing for all NASPO ValuePoint members. This pricing model will stand the test of time because pricing is aggressive for our entire range of current software offerings, as well as for all future offerings. Our markups are maximum or "not to exceed" markups, and there may be times when we are able to reduce the markups further.

As instructed, the markups proposed within our Cost Proposal are inclusive of the 0.25% NASPO ValuePoint Administrative Fee. In order to offer each Participating State the best possible pricing, we did not incorporate any State-Specific Administrative Fee (including the State of Arizona 1.0% fee) into the pricing model proposed within Attachment C1. Any State Administrative Fees will be added to the markups in Attachment C1 to arrive at that State's pricing model; we do understand that the fees may not be charged in the form of a separate line item. We would be happy to provide separate markup schedules per State and inclusive of any applicable Administrative Fees upon request.

Additionally, in order to offer each contract user the best possible pricing, we did not incorporate credit card fees into the pricing model proposed within Attachment C1. For customers who wish to use credit cards, the credit card transaction cost will be added to the markups in Attachment C1 to arrive at that customer's markup for the credit card transaction.

With regard to Services, as detailed throughout our RFP response, SHI is pleased to offer a substantial amount of value-added services at no cost to NASPO ValuePoint customers. We also have the resources available to provide fee-based in-scope services for those customers who require additional assistance beyond SHI's free service offerings. Those fee-based services are described within Attachment C2.

As mentioned in our proposal, SHI's offering to NASPO ValuePoint consists of thousands of Software Publishers for whom we are already authorized (and currently providing to NASPO ValuePoint customers), as well as additional publishers requested by NASPO ValuePoint customers in the future. Please note that some publishers or service providers will require additional paperwork to be signed in order for contract users to access the most advantageous pricing and licensing options. When that is the case, SHI will work with the contract users to advise them of the publisher's paperwork requirements and walk them through the process to complete the documentation. Our goal is to provide a comprehensive software offering, so that this contract is valuable and easy to use for all Participating States and contract users, throughout the contract term.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

	PUBLISHERS	MARKUP/DOWN
	Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers	The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")
KEY ITEMIZED	ADOBE	0.50%
KEY ITEMIZED	CITRIX	0.75%
KEY ITEMIZED	MICROSOFT	0.25%
KEY ITEMIZED	NOVELL	0.50%
KEY ITEMIZED	SYMANTEC	0.50%
KEY ITEMIZED	VMWARE	0.75%
OTHER ITEMIZED	AI SQUARED	1.00%
OTHER ITEMIZED	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.00%
OTHER ITEMIZED	ALLIANCE ENTERPRISES	1.50%
OTHER ITEMIZED	APPLE	1.00%
OTHER ITEMIZED	ATTACHMATE – MICROFOCUS	1.00%
OTHER ITEMIZED	AUTODESK	1.50%
OTHER ITEMIZED	AUTONOMY – HP	1.00%
OTHER ITEMIZED	BAKBONE – DELL	1.50%
OTHER ITEMIZED	BARRACUDA	1.00%
OTHER ITEMIZED	BOMGAR REMOTE SOFTWARE	1.00%
OTHER ITEMIZED	CA TECHNOLOGIES	1.50%
OTHER ITEMIZED	CISCO	1.50%
OTHER ITEMIZED	COMPUTRONIX USA	1.00%
OTHER ITEMIZED	COMPUWARE	1.50%
OTHER ITEMIZED	COREL	1.00%
OTHER ITEMIZED	DOUBLETAKE	1.00%
OTHER ITEMIZED	EMC	1.50%
OTHER ITEMIZED	ENCHOICE	1.00%
OTHER ITEMIZED	ESET	1.00%
OTHER ITEMIZED	ESRI	1.00%
OTHER ITEMIZED	FREEDOM SCIENTIFIC	1.00%
OTHER ITEMIZED	GUARDIAN EDGE – SYMANTEC	0.50%
OTHER ITEMIZED	GW MICRO	1.00%
OTHER ITEMIZED	IBM	1.50%
OTHER ITEMIZED	ICM CONVERSIONS	1.00%
OTHER ITEMIZED	INFOR	1.00%
OTHER ITEMIZED	INTERMEDIX EMSYSTEMS	1.50%
OTHER ITEMIZED	HP	1.00%
OTHER ITEMIZED	HUMANWARE	1.00%
OTHER ITEMIZED	INFORMATION BUILDERS	1.00%
OTHER ITEMIZED	KRONOS SOFTWARE	1.50%
OTHER ITEMIZED	LANDESK	1.50%
OTHER ITEMIZED	LASERFISCHE	1.00%
OTHER ITEMIZED	LIQUIDWARE STATUSPHERE	1.00%
OTHER ITEMIZED	MICROFOCUS INC	1.50%

Note: All markups include the 0.25% NASPO ValuePoint Administrative Fee. Any additional State Administrative Fees will be added to these markups.

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)

	PUBLISHERS	MARKUP/DOWN
	Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers	The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")
KEY ITEMIZED	ADOBE	0.50%
KEY ITEMIZED	CITRIX	0.75%
KEY ITEMIZED	MICROSOFT	0.25%
KEY ITEMIZED	NOVELL	0.50%
KEY ITEMIZED	SYMANTEC	0.50%
KEY ITEMIZED	VMWARE	0.75%
OTHER ITEMIZED	AI SQUARED	1.00%
OTHER ITEMIZED	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.00%
OTHER ITEMIZED	ALLIANCE ENTERPRISES	1.50%
OTHER ITEMIZED	APPLE	1.00%
OTHER ITEMIZED	ATTACHMATE – MICROFOCUS	1.00%
OTHER ITEMIZED	AUTODESK	1.50%
OTHER ITEMIZED	AUTONOMY – HP	1.00%
OTHER ITEMIZED	BAKBONE – DELL	1.50%
OTHER ITEMIZED	BARRACUDA	1.00%
OTHER ITEMIZED	BOMGAR REMOTE SOFTWARE	1.00%
OTHER ITEMIZED	CA TECHNOLOGIES	1.50%
OTHER ITEMIZED	CISCO	1.50%
OTHER ITEMIZED	COMPUTRONIX USA	1.00%
OTHER ITEMIZED	COMPUWARE	1.50%
OTHER ITEMIZED	COREL	1.00%
OTHER ITEMIZED	DOUBLETAKE	1.00%
OTHER ITEMIZED	EMC	1.50%
OTHER ITEMIZED	ENCHOICE	1.00%
OTHER ITEMIZED	ESET	1.00%
OTHER ITEMIZED	ESRI	1.00%
OTHER ITEMIZED	FREEDOM SCIENTIFIC	1.00%
OTHER ITEMIZED	GUARDIAN EDGE – SYMANTEC	0.50%
OTHER ITEMIZED	GW MICRO	1.00%
OTHER ITEMIZED	IBM	1.50%
OTHER ITEMIZED	ICM CONVERSIONS	1.00%
OTHER ITEMIZED	INFOR	1.00%
OTHER ITEMIZED	INTERMEDIX EMSYSTEMS	1.50%
OTHER ITEMIZED	HP	1.00%
OTHER ITEMIZED	HUMANWARE	1.00%
OTHER ITEMIZED	INFORMATION BUILDERS	1.00%
OTHER ITEMIZED	KRONOS SOFTWARE	1.50%
OTHER ITEMIZED	LANDESK	1.50%
OTHER ITEMIZED	LASERFISCHE	1.00%
OTHER ITEMIZED	LIQUIDWARE STATUSPHERE	1.00%
OTHER ITEMIZED	MICROFOCUS INC	1.50%

Note: All markups include the 0.25% NASPO ValuePoint Administrative Fee. Any additional State Administrative Fees will be added to these markups.

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 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 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!