



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. The [Participating State., e.g., State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Lead State (the State of Arizona) and the Participating State. Such notice shall be sent directly to the Procurement Officer for this Master Agreement and to the Procurement Officer of the Participating Addendum and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted Insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the Participating State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received by the Participating State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Procurement Officer of the Lead State and to the Procurement Officer of the Participating State. Both the Master Agreement number and the Participating Addendum number and contract description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. APPROVAL:** Any modification or variation from the *Insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



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1 INTRODUCTION

1.1 Purpose The State Procurement Office of the Arizona Department of Administration is requesting proposals, on behalf of the State of Arizona and the Western States Contracting Alliance (WSCA), from software value-added resellers to provide distributed software and related services.

1.2 Introduction and Background

WSCA was formed in October 1993. The purposes of WSCA are to establish the means by which participating states may join together in cooperative multi-state contracting, to ensure the commitment of each participating state, and to provide regular and ongoing assistance to participating states in researching, developing, and administering procurement and contractual specifications and requirements. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services. WSCA membership consists of the principal procurement official that heads the state central procurement organization, or designee for that state, from the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

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 is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information, and cooperate to attain greater efficiency and economy.

This is the first solicitation conducted under the auspices of WSCA for software value-added reseller (SVAR) products and services.

We anticipate multiple awards resulting from this solicitation. The State of Arizona, as Lead State, will conduct the solicitation and will execute a Master Price Agreement (MPA) with awarded offerors on behalf of the State of Arizona and the participating states. Individual participating states will select an MPA contractor and execute a Participating Addendum (PA) with each MPA contractor they select individually to establish the authorization for the MPA contractor to provide the products and services per the MPA and PA in that state. Individual states are not required to enter into a PA with all awarded MPA contractors. Some states may elect to enter a PA with only one MPA contractor; other states may elect to enter into multiple PA's.

1.3 Goals and Objectives. The goal of this solicitation is to contract with software value-added resellers who would provide distributed software and related services to eligible users of the resulting contracts. The objectives are to contract with successful offerors who are authorized resellers of distributed Commercial Off-the-Shelf (COTS) software for identified key software publishers as well as being sellers of general distributed software (non-specified publishers). In addition to selling software, and selling maintenance and support agreements for new and previously-purchased software, the Reseller would provide related services to include, but not be limited to, tracking licenses (new and existing), monitoring volume levels and opportunities, training, implementation, and consulting. The Reseller would also work in conjunction with the WSCA/NASPO personal computers, servers/storage, printers, and peripherals contracts, or a participating state's equivalent contracts, as may be required by the individual states, to provide their best reasonable effort to see ensure that software licenses for delivered computing hardware are purchased and tracked through this contract

1.4 Definitions

- "Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.
- "Contracts" means a Master Price Agreement (MPA) executed between the Offeror and the State of Arizona on behalf of WSCA as a result of this solicitation, and a Participating Addendum (PA) executed between an MPA contractor and an individual participating State. For example, under this contract, a contractor with the State of Arizona would have an executed MPA and an executed PA with Arizona.
- "Commercial Off the Shelf or COTS" means software products that are ready-made and available for sale to the general public. COTS products are designed to be implemented easily into existing systems without the need for customization, also referred to as 'distributed software'.
- "End-User License Agreement" or "License Agreement" 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.



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- "Non-perpetual licenses", or subscription licenses, are temporary and provide the right to use a particular licensed product until the end of the license-agreement term.
- "Perpetual licenses" are everlasting and valid if the software is being used in accordance with the license-agreement requirements.
- "Publisher" means a software manufacturer (e.g., Microsoft).
- "Reseller" or "Contractor" means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA) contract.
- "Reseller Cost" means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating Entity. 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.
- "Volume License Agreements (VLAs)" means an agreement with a Software Publisher wherein the Participating Entity's total expected purchasing over a period of time is considered in establishing the discount level.

2 SCOPE OF CONTRACT

The scope of any contract resulting from this solicitation includes the purchase of licenses for distributed software products through a software value-added reseller. The Reseller would also provide maintenance agreements for software licenses, whether those licenses were purchased under this agreement or are previously-purchased licenses. Reseller will provide services related to the sale and management of distributed software licenses.

3 GENERAL REQUIREMENTS – Products

Software Value-Added Reseller ("Reseller") shall be a large account reseller authorized to sell products direct from key software publishers. If the Reseller is not a direct reseller of a publisher, and the publisher does sell through a distributor, the Reseller would purchase software products through a distributor. The Reseller would be responsible for providing Commercial Off-the-Shelf-Software (COTS) and COTS software maintenance packages on behalf of Participating Entities. Reseller would honor an existing individual Participating Entity's volume or enterprise license agreements, and offer maintenance and support packages on licenses already owned by the Participating Entity. As this is a multi-state solicitation, and potential participants would include not only state governments but also their cooperative partners, volume is indefinite but expected to be considerable. The Reseller is expected to continue to work towards reducing their Reseller Cost, especially from the specific publishers identified in this solicitation (Itemized Publishers). Users envision pricing that is significantly better than Publisher's list price. Reseller will provide services directly related to these products such as: communicating channel partner status with publishers, retaining or enhancing reseller certifications with software publishers, negotiating for reduced Reseller Costs, and assisting with basic software installation. As may be required by a Participating Entity, Reseller would work with WSCA/NASPO computing equipment contractors, or a Participating Entity's comparable computer hardware contractor, to make their best reasonable effort to see ensure that any software acquired under those contracts can be tracked through this contract.

4 SPECIFIC REQUIREMENTS – Products

- 4.1 **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 Authorized Purchaser specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.
- 4.2 **Product Offerings.** Reseller will 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.



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4.3 Product Acquisition

- 4.3.1 Volume License Agreements (VLA). The Reseller will honor existing Participating Entity's VLA with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a State, and if so required by the State, the Participating Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that State or Participating Entity. If so required by the Publisher and Participating Entity, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Participating Entities' Enterprise or Volume Agreements. Reseller will work with Participating Entities and Publishers as needed to establish new VLAs. Details of individual VLAs, including copies of any VLA, may be included in individual states' PA. The Reseller will work with the Publisher and Participating Entity as necessary to ensure the Participating Entity receives timely and pertinent license information, such as for license or agreement renewals, or opportunities based on actual volume.
- 4.3.2 Individual Software Licenses. Participating Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.
- 4.3.3 Leases. Lease purchase and term leases are allowable only for Participating Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Price 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.
- 4.3.4 Software Maintenance Agreements. Participating 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.
- 4.4 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Itemized Top 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.
- 4.4.1 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 Entity's enterprise or high volume agreements with a publisher. It is most desirable that Resellers are 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.
- 4.4.2 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 Entity'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.
- 4.4.3 Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software not specifically itemized. It is not anticipated that there would be any Enterprise or volume agreements 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 Procurement Officer 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.



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KEY ITEMIZED PUBLISHERS -- certification as direct reseller required or highly desirable	OTHER ITEMIZED PUBLISHERS-- certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate.	OTHER ITEMIZED PUBLISHERS-- Continued
Microsoft Adobe IBM Symantec McAfee Intel VMWare CA (Computer Associates) Quest SAP Business Objects Checkpoint TrendMicro BMC Commvault RedHat	AI Squared Apple Attachmate Autodesk Bakbone Barracuda Corel Cisco Citrix Compuware Doubletake EMC Enchoice ESET ESRI Freedom Scientific Guardian Edge GW Micro ICM Conversions HP HumanWare Hummingbird Exceed Information Builders Kronos Software LANDesk Laserfische Lotus Microfocus, Inc. Mindjet MPS MQSoftware nCircle Novell Nuance	Oracle OSAM Passport Patchlink Proofpoint SAS Solutions Software Sophos Splunk Software Stellent SunGard Sybase Techsmith Titus Ultrabac Websense NON-ITEMIZED PUBLISHERS -- One 'not to exceed' rate for all other products



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4.5 Software Publishers, General Representation.

4.5.1 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 Procurement Officer or designee of any Excluded Software Publishers and provide explanations for the non-representation.

4.5.2 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. If the Reseller's certification or reseller status is reestablished at a higher level, the Reseller is required to notify the MPA and individual PA Procurement Officers in writing explaining the change and any impact on their costs to obtain the product or services they may provide.

4.5.3 Continued Representation. The Reseller is expected, at a minimum, to maintain their reseller certification levels held at time of award. If the Reseller's certification or reseller status is withdrawn or reduced, the Reseller is required to immediately notify the MPA and individual PA Procurement Officers in writing explaining the change, the impact on their costs to obtain the product, or limitations on the products or services they may provide, and the reasons for the change. Failure to notify, or significant negative changes in their reseller status, may be grounds which individual States may use to suspend or cancel their PA.

4.6 Product Delivery and Returns

4.6.1 Media. The Reseller shall work with Participating Entity to provide media via any method available and as requested by the Participating Entity 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.

4.6.2 Delivery Period. Reseller to provide delivery within ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller, such as product out of stock. If delivery cannot be within this time frame, Reseller is to notify Participating Entity of delay and anticipated ship date. If this delayed delivery is unacceptable to Participating Entity, the order can be cancelled without penalty.

4.6.3 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 Entity by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. 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 Entity. If overnight delivery is not requested, all replacement products must be received by the Participating Entity within seven (7) days of initial notification.

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

4.7 License Confirmations

4.7.1 Proof of License. For licenses ordered under the contract by authorized purchasers, Reseller shall be able to provide either: (i) certified Licensing Confirmation Certificates for all software licenses; (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or (iii) a written confirmation from the Reseller or Publisher accepting the Eligible Participating Entity'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 as requested by the purchaser. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as requested by the Participating Entity. Reseller will retain an electronic file of Participating Entity's Proof of Licenses and provide copies to the Participating Entity as requested.

4.7.2 Hardware/Software Coordination - Reseller shall work with Participating Entity and any computer hardware contractor to provide their best reasonable effort to see ensure that license confirmation documents for any distributed software provided with those machines is provided to, and tracked by, the Reseller as consistent with this contract.



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~~4.8 Product Upgrades and/or Patches. Reseller shall notify Lead State and Participating Entities in writing of any changes in product, product version, or product enhancements for any of the Itemized Publishers. This notification shall be made to the MPA Procurement Officer and the PA Procurement Officers as soon as possible but no later than 20 days before implementation. Such information should also be posted on the state web sites.~~

4.8 **Product Installation Assistance.** If the Participating Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight business hours of being informed of the problem. If the installation issue is more complicated, such as an installation requiring limited configurations, Reseller may quote the total cost for services (estimated time, not to exceed contract hourly rates.) If installation or configuration requires the services of the publisher or designee, the Reseller may assist the Participating Entity in developing a separate agreement between the Participating Entity and the publisher or designee for that purpose.

5 GENERAL REQUIREMENTS – Services

In addition to the services directly associated with the receipt of product under this Scope, the Reseller will provide services related to the selection, purchase and management of distributed software. These services include, but are not limited to, development and maintenance of participating state websites, price quotes, license tracking and management, volume license agreements, software installation/ de-installation/ implementation assistance, software advisement, training, and software maintenance and support. The Reseller is expected to support the Participating Entities in getting best value from software decisions, providing information and advice regarding software and representing the State's interests in negotiating with software publishers.

6 SPECIFIC REQUIREMENTS – Services

6.1 **Develop and Maintain Website.** For each participating state, Reseller shall develop and support a website specific to that State, with content approved from the Contract Procurement Officer and/or State Procurement Officer as appropriate based on content. This web site information shall be available through the Internet without the use of additional software or licenses. Website should be user friendly to allow for quick and easy access and use. Reseller should provide web-based training regarding use of website at no additional cost, and online, email, or telephone help should be available to assist during State's standard working hours. Website must be available 24 x 7, except for scheduled maintenance and be ADA compliant. No costs or expenses associated with providing this information shall be charged to the States. Universal Resource Locator (URL) for the website must be supplied to the participating state and the contract Procurement Officer within 60 days of the execution of the PA. 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.

6.1.1 **Contract and General Information.** The website will provide contract and ordering information to include, at a minimum: the contract number(s) (MPA and PA); the Reseller contact names and titles, including primary contact and contacts to whom incidents could be escalated; areas of responsibility for each contact name as well as their phone numbers and email addresses; information on use of website; quote and ordering information; and notifications regarding publishers and products, such as pending key product changes or upgrades.

6.1.2 **Online Catalog.** The website will 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). Non-authorized products or groups of products shall either not be viewable on the website or shall be clearly marked as excluded products. 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 must include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses

6.1.2.1 **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.

6.1.2.2 **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, Authorized Purchaser should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated



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better price has been offered and is being placed online. Website should have capability to track all quotes by Authorized Purchaser and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Authorized Purchasers to provide shipping instructions. Authorized purchasers 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 PA.

- 6.1.2.3. **User Differentiation.** Catalog should be designed so as to provide a means to identify the using Participating Entity (state agency or eligible cooperative partner). This method used must not require any administrative tasks on the part of the contract Procurement Officer for the MPA, the Procurement Officer for the Individual PA, or for the Participating Entity. 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.
- 6.1.3 **Online Reports.** Website shall have capability to provide order history, as well as order status and order tracking.
- 6.1.4 **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.
- 6.2 **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 Authorized Purchaser, for example on a high volume single order, Reseller will negotiate to reduce Reseller Cost, to pass on savings to the Participating Entity. Firm individual order quotes shall be provided to Authorized Purchaser prior to order submittal.
- 6.2.1 **Telephone or Email Quote Support.** Reseller must 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 must provide written quotes by fax, email or online as requested by the Participating Entity.
- 6.2.2 **Quoted Delivery Method.** The quote must clearly indicate the method of delivery, whether via media, download, or some other means.
- 6.2.3 **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 24 hours but no more than three business days. If, after three business days, the Reseller has been unable to obtain the quote or assurances that they can obtain the software, the Reseller must contact the Participating Entity with a status report. The Reseller and the Participating 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 Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within 10 days of the request for quote, the Contract must provide a written statement (email is sufficient) to the Participating Entity, and the procurement officer as may be required under the PA, that the Reseller cannot supply the software, and the reason why.
- 6.2.4 **Guaranteed 30 Day Quote.** Reseller is required to honor all quotes for 30 calendar days. If it is known that a price increase will occur during the 30 calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.
- 6.2.5 **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 Procurement Officer. The request should include: the product or product groups, the promotional price as compared to the standard price for the product or product groups, and the start and end dates of the sales promotion. Procurement Officer's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion.
- 6.3 **License Tracking and Management.** Reseller must 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. Reseller must also have the capability of keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by Participating Entity. Reseller shall work with Participating Entity, 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. States may choose to award



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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.

- 6.4 **Volume and Enterprise License Agreements.** Reseller will work directly with Authorized Purchasers 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 State 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 State's VLA required sales levels to ensure the Participating Entity 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).
- 6.5 **Software Installation/Implementation Assistance.** Reseller shall provide, at no additional cost, assistance or advice in basic installation or implementation of COTS software.
- 6.6 **Software Advisement.** Reseller will provide, at no additional cost, advice relative to software. 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 Entity is in compliance with licensing requirements; and in finding software options to meet a specific need, for example, a flow-charting package.
- 6.7 **Training.** Reseller will 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 training should be provided as needed.
- 6.8 **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.
- 6.9 **Software Updates.** Users are eligible to receive from the publisher, The Reseller shall provide, at no additional charge, all new releases and updates of the software while under a maintenance agreement. Release shall be defined as any collection of enhancements or updates which the Reseller Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the User as necessary to facilitate or help the User in obtaining such releases or updates from the Publisher.
- 6.10 **Customer Service and Representation**
- 6.10.1 **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 Procurement Officer. Reseller must commit to returning phone calls or responding to emails within two business days.
- 6.10.2 **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.
- 6.10.3 **Product purchasing trends.** The Reseller will speak with MPA Procurement Officer and sourcing team quarterly to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.
- 6.10.4 **Customer Satisfaction/ Reseller Performance Standards.** See clause entitled, 'PERFORMANCE STANDARDS'.
- 6.10.5 **Contract Reviews.** 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 Master Agreement Procurement Officer. At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PA Procurement Officer. All awardees under this contract shall meet once a year with the Master Agreement Procurement Officer 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. 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



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

price for that item. Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating Entities. In a renewal year, the annual review will take place prior to contract extensions.

6.11 Interactions with Software Publishers

- 6.11.1 *Best Interests of Participating Entities.* Reseller would represent the best interests of the Participating Entity 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.
- 6.11.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller Participating Entity as requested to arrange for implementation, customization, training, support, maintenance and other software related services which may be required directly from the software publisher or designee under a separate agreement.

6.12 Consulting/ Industry Information

- 6.12.1 *Product Pre-Sale Advisement.* The Reseller shall assist the Participating Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations. There shall be no charge for these services.
- 6.12.2 *Best Approaches.* The Reseller will act as liaison between the Participating Entity and individual publishers in identifying best approaches and cost savings opportunities for the Participating Entity.
- 6.12.3 *Publisher Notifications and Other Industry Information.* In the event that a publisher publicly announces changes that are pertinent to user licensing ~~as such as product or maintenance changes or discontinuation, new product versions, product enhancements, or technical issues,~~ the Reseller should assist Users by ~~shall be required to~~ posting the information on the state websites. ~~notify the MPA and PA Procurement Officers in writing, and work with the Procurement Officer(s) on recommended actions, as necessary.~~
- 6.13 *Transitioning License Tracking Information at Contract Termination.* The license information data acquired and retained by Reseller will be stored as sortable datafields so the license information can be transferred to a new system 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.

6.14 Reporting

- 6.14.1 *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.
- 6.14.2 *Online reports -* The Software Reseller shall be able to provide online, real time, reporting capabilities through the Internet using established state website. 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 Entity 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 Entity, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.
- 6.14.3 *Custom reports.* Reseller may develop and provide custom reports as an optional service at a pre-quoted estimated total amount, at established hourly contract rates.



Statement of Work

STATE OF ARIZONA

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State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

- 7 **OTHER VALUE-ADDED SERVICES.** Offeror 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 Procurement Officer, would be added to the final awarded contract.
- 8 **EXCLUDED PRODUCTS AND SERVICES.** This contract is intended for the acquisition of distributed, commercial off the shelf software. It is not intended for the purchase of custom software applications. Individual PA's may further limit the scope of this contract.
- 9 **STATE SUPPORT.** No support, facility space, materials, special access, personnel or other obligations on behalf of the states, other than payment, are required under this contract.
- 10 **PERFORMANCE STANDARDS.** Offerors are requested to propose viable performance standards which the Offeror suggests as standards which best demonstrate the effectiveness of a Reseller in meeting the requirements of this contract, providing cost-savings solutions, and realizing a high level of customer satisfaction. The Standards agreed to would be added to the final awarded contract(s).



State Procurement Office
100 N 15th Ave.
Suite 201
Phoenix, AZ 85007

Dear Stacy Ingalls:

SHI, International Corp is pleased to submit our revision to our response to the WSCA Software Value-Added Reseller, ADSPO11-00000358. We appreciate the opportunity to revise our response and offer so that we may be further considered for an award.

We have modified our response in the following areas:

1. Exceptions to T's and C's

- o Please see attached Offeror-Exceptions – SHI Revision-1.doc
- o Unified Terms and Conditions
 - SHI has removed our Exceptions and agree to the original language to the following Clauses:
 - o 3.3 Audit
 - o 9.5 Termination for Default
 - SHI has replaced our Exception with the Mutually Agreed Upon Language:
 - o 3.8 Ownership of Intellectual Property
 - o 6.2.3 Indemnification
 - o 7.2 Quality
 - o 7.3 Fitness
 - o 7.4 Inspection and Testing
 - o 7.5 Compliance with Applicable Laws with the additional paragraphs marked 7.6 and 7.7
 - o SHI's Addition of the mutually agreeable Limitation of Liability clause
- o Special Terms and Conditions
 - SHI has removed our Exceptions and agree to the original language to the following to the following Clauses:
 - o Insurance Requirements A.2(b)
 - o Insurance Requirements A.3(a)
 - o Insurance Requirements B.2
- o WSCA Terms and Conditions
 - SHI has removed our Exceptions and agree to the original language to the following to the following Clauses:
 - o 7. Defaults and Remedies; C
 - o 15. Insurance
 - o 17. License of Pre-Existing Intellectual Property
 - o 25. Records, Administration, and Audit
 - o 26. Standard of Performance and Acceptance
 - o 27. System Failure or Damage
 - o 28. Title of Product
 - SHI has replaced our Exception with the Mutually Agreed Upon Language from the Uniform Terms and Conditions:



- o 12. Indemnification – Intellectual Property
 - o 30. Warranty
 - o States Terms and Conditions
 - SHI has retained our Exceptions to the State's Terms and Conditions and will review and discuss these exceptions with the individual states during the PA process.
2. SHI Financials – Letter of Clarification
- o Clarification of Financials – SHI-REVISION-1.pdf
 - o SHI was asked to provide a letter of clarification for the changes in our financial reports for FY 2009 and FY 2010.
 - o Please see attached Financial Letter of Clarification provided by our CEO, Thai Lee.
3. Questionnaire – Qualifications
- o SHI has modified our response to the following question on Page 4 of 17
 - o Describe the company's experience and expertise providing the following services.
 - License Management
 - Account Management (assume 'accounts' as equivalent to a state contract, and to a using municipality)
 - Training
 - Software Consultation
 - Other (Specify)
 - o Please see attached Questionnaire-Qualifications_-_SHI REVISION-1.doc
4. Questionnaire – Methodology
- o SHI has modified our response to Question #1 by adding the final paragraph on Page 2 of 26
 - o SHI has modified our response to Question #3 on page 11 by providing additional standard reports available and providing additional screen shots.
 - o Please see attached Questionnaire-Methodology_-_SHI REVISION-1.doc
5. SVAR Pricing Scenarios
- o SHI was asked to complete a Pricing Scenarios template to include Manufacturer Part Numbers, SHI Cost, % Markup, and Customer Price. We have completed this spreadsheet and provided additional information to include version of software and programs quoted. Where needed, we provided multiple programs or levels to ensure accuracy in depiction of our pricing.
 - o Please see attached SVAR Pricing Scenarios-SHI-REVISION-1.xls
6. SVAR Offeror Pricing
- o SHI responded to the WSCA Software VAR RFP with our most competitive markup percentages that can be offered for the duration of this contract. While we understand that individual states have received more competitive pricing on Microsoft in the past 5-



6 years, recent changes in the Microsoft reseller programs and the unknown of the future of these programs, have affected our ability to offer states a discount below SHI's cost without encumbering a substantial profit loss.

- SHI's initial response did not include the .50% WSCA Administrative Fee in our markups. We understood that the Administrative Fee would be added to our price catalog for WSCA and Individual States. During our meeting on Tuesday, May 17th, this was clarified for us. We have modified our proposal to include the .50% Administrative Fee. Where SHI could keep the original proposed markup while providing the administrative fee, we have done so.
- We understand that our proposal is SHI's price not to exceed, and we will work with each entity to provide the best possible price and offer additional discounts when possible: promotions, quantity discounts, software volume licensing agreement discounts, negotiated discounts, etc.
- As companies are acquired or mergers happen, SHI will always offer the lowest markup offered in our proposal between the two companies.
- See the SVAR-Offerror-Pricing-033111-SHI-REVISION-1.xls for modifications to our proposal
 - The following Publisher Markups were modified:
 - Microsoft
 - Adobe
 - IBM
 - Symantec
 - Intel
 - VMWare
 - CA
 - Quest
 - SAP Business Objects
 - Checkpoint
 - TrendMicro
 - BMC
 - Commvault
 - RedHat
 - Attachmate
 - Autodesk
 - Cisco
 - Citrix
 - EMC



- o Novell
- o Nuance
- o Websense

Thank you for the opportunity to participate in the Revision process of the WSCA Software Value-Added Reseller. We hope to have the opportunity to serve and support you as your Software VAR under this contract. If you have any questions about our revised response, please do not hesitate to contact me directly.

Katie O'Kane

Sr. Director, Public Sector Sales



May 20, 2011

Clarification Letter

WSCA Software Value-Added Reseller, ADSPO11-00000358

Confidential

Re: SHI's Financials for 2009 and 2010

In response to 2 requests for clarification regarding SHI's financials for 2009 and 2010, SHI is providing the following confidential information:

1. Significant Increase in AR/AP in 2010:

With net sales growing 26.5% from \$2.329 billion in 2009 to \$2.948 billion in 2010, SHI International Corp. experienced a significant growth 2009 to 2010. As a result, SHI had significant increases in Accounts Receivables and Accounts Payables at 12/31/2010 vs. 12/31/2009, as detailed below:

- December 2010 net sales were approximately \$400 million.
- Accounts Receivable of \$630,464,800 at 12/31/2010 represents 55-60 days of receivable (mid-November - 12/31/2010).
- Accounts Payable of \$525,215,273 at 12/31/2010 represents approximately 45 days of payable (late November - 12/31/2010).

2. Net Income dropped significantly in 2010:

Reduction in net income for 2010 vs. 2009 is a result of SHI's heavy investments in the following 3 areas:

1. Research and Development in Cloud Computing & future technologies: \$10 million +
2. Mid-Market, Public Sector, and International Expansion: \$10 million +
3. Internal Systems and Process Reengineering: \$10 million +

SHI is experiencing significant growth (>25%) in 2011 as a result of our investments described above. SHI is the only channel company (out of 100,000 VARs, LARs, etc. in North America) that has been consistently profitable for the past 22 years.

Respectfully,

Thai Lee
President/CEO



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADDA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

Instructions: Complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Label your response "Questionnaire-Methodology-*companyname*" and indicate each question number as it is being addressed. Your narrative response is limited to twenty-five (25) pages, 8.5" x11", with one-inch margins and no smaller than Times New Roman number 12 or Ariel 9 font. Attachments are not included as part of this total. All materials must be in electronic format that can be received by ProcureAZ, the State of Arizona's electronic procurement system (see Special Instructions.) **ANY NARRATIVE LANGUAGE RECEIVED IN EXCESS OF THE PAGE QUANTITY INDICATED WILL NOT BE CONSIDERED AS PART OF THE PROPOSAL.**

METHODOLOGY

1. Assume you recently received a contract as the sole Software Value-Added Reseller in a State (serving that State and its cooperative partners). Further assume: the State has multiple state agencies and multiple municipalities using that State's contract; the State and cooperative partners have separate volume license agreements and existing perpetual licenses; the State has an existing contract with a personal computer (hardware) provider which provides equipment already loaded with basic distributed software products.
 - DESCRIBE the actions you would take to establish yourself as that State's SVAR, with the central procurement office, and with individual using entities (e.g., a state agency and a coop partner such as a city).
 - DESCRIBE how those actions may be modified if your contract were the first SVAR contract for that State.
 - DESCRIBE your outreach to State and Cooperative Partner users.

SHI Response:

SHI has extensive experience implementing statewide contracts as the sole Software Value Added Reseller. We understand the intricacies in implementing the statewide contract, with multiple state agencies and municipalities. We have recently been awarded a number of new State-Wide Contracts and have implemented support and service plans to meet the needs of the State, while supporting each individual agency, city, county, township, school district and higher education institution. See SHI's response to Offer Questionnaire – Qualifications for a list of our new contract wins.

SHI's Implementation Timeline is very straightforward and in most cases, we expect that the customer can begin placing orders with SHI within 2-4 weeks of the contract award, depending upon the individual Publisher Timelines for officially changing the State's reseller on the Volume Licensing Agreements.

While SHI will need information from the various states in order to fully implement the contract and to ensure that we are providing high quality customer service from contract start-up, the tasks for the State are limited.

Account Management & Training—SHI will identify the members of the Account Team—both Account Executives and Inside Account Managers and will provide training on the contracts and the individual state requirements. When needed, we will hire additional Account Executives in your state to cover all the Government and Education entities. SHI's Account Executive(s) will meet with the State Procurement Office and/or Administration Office to set the timeline and discuss specific procurement and policy initiatives designed by the State. Ex. Centralized Procurement Policies and Dollar Values, State Specific Software Volume Licensing Agreements, Volume Licensing Key Codes, Enterprise Level Agreement and Bulk Purchases, Authorization Processes, Contract Document Signatories and Processes, Website Review and Discussion, Communication of SHI and the SHI Account Team, State IT Events and Tech Days. SHI's Account Executive(s) will work directly with the State to ensure the completion of the website and document procedures and policies for the SHI Inside Sales Team. SHI's Account Executive(s) would also meet with State Agencies, Cities, Counties and Municipalities to better understand their goals and objectives, purchasing policies, agreements established at the local level, volume licensing management and key code/order confirmation distribution policies. SHI's Account Executives regularly meet with individual entities to discuss their purchase history and volume licensing agreements. We have established a Customer Business Review designed to inform agencies about their purchasing history and identify opportunities for consolidation or use of pricing agreements.

Licensing Programs—SHI will gather and provide the paperwork and/or procedures for transitioning the reseller on each of your Volume Licensing Programs. The States will need to complete the paperwork as required and SHI then work directly with the Publishers to ensure smooth transition. Your SHI Account Executive will hold meetings with the Publisher Reps for your State and discuss the State's current and future business initiatives. SHI understands the relationship between the State, Publisher and Reseller and we believe that open communication among all three parties is the best strategy to meet the needs of the State. SHI will set up meetings with key Publishers and the State to discuss purchase history, program changes, and promotions.



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: **WSCA Software Value-Added Reseller**

When SHI is involved in setting up a new SVAR Contract with a State, we follow the same processes and procedures, except additional analysis would take place to assist the State in understanding the different contracts available and the cost savings between the various Publisher Agreements. SHI would spend additional time in educating the State on the Various Software Volume Agreements, and assisting the State with the Contract Paperwork necessary to sign the Agreements. SHI's Software Licensing Team would be fully engaged with the Account Executive and the State Procurement Officer and Contract Administrator to ensure a smooth process with their Licensing Agreements and assist with the following:

- Contract Negotiation and Support
- Program requirements and review
- Impact/cost analysis
- Price validation
- Best-practice recommendations
- Organization-wide training, education, reporting and milestone tracking
- Performance metrics and customized reporting
- Worldwide standardization of contract compliance
- Expiration Tracking and renewals notification
- Maintenance, Subscription and Support
- License Confirmations and proof-of-purchase documents
- Cost-Savings, cost-avoidance analysis
- Allocation and tracking of pre-paid software license agreements
- Electronic Software Distribution
- Media duplication and distribution

New Vendors—SHI adds vendors and products to our databases every day. Upon award of contract, SHI will work with each of the publishers in the Questionnaire – Qualls-Rep Publishers document with whom SHI does not have an established relationship. We expect that the publishers will have varying policies and requirements for SHI. Typically, our Contracts Specialists will review the required terms and complete the credit applications. A member of SHI's Emerging Partners Group and representatives within SHI's Purchasing Department will establish the vendors in SHI's vendor database. The members of your Account Team and SHI's Catalog Team will work together to add the products to your customized on-line product catalog. If necessary, your Account Executive will forward any paperwork as required by the Publisher to transition the reseller to SHI.

Web Site—SHI will create the custom product catalog according to the contracted pricing and the State requirements for product inclusion. SHI will also offer training sessions and advertise the available sessions to State contract users.

Introductions & Marketing—SHI will establish a marketing plan for the contract to ensure maximum participation. We will work with the individual states on appropriate venues for these marketing initiatives.

SHI's transition plan provides for a smooth and seamless transition for the States included in the WSCA agreement.

SHI's marketing or outreach to all the participating entities on the contracts we hold is a multi-prong approach:

- SHI's CRM System has been uploaded with every public entity within each state. Your Account Executive's will establish a relationship with each purchasing agent/buyer and IT administrator within the organization and update our CRM so that management knows they have been reached. Your AE will discuss the contract(s) with them and provide them with contact information, website information and contract guidelines for working with SHI. SHI's AE's are pro-active in their approach with our customers and prospects through on-side meetings and joint phone calls with our publisher representatives.
- SHI's Inside Sales Team will walk individual customers through our www.shi.com website where customers can create quotes, purchase items, obtain order status, and reports for their purchases.
- SHI's marketing team will subscribe our new CRM contacts to SHI's monthly newsletter, which will contain helpful information on SHI's publisher's, new products and promotions, changes to programs and industry news.
- SHI will participate at state-wide and local vendor events. Your Account Executive and publisher partners will be present to meet with all entities and discuss SHI's support plan and partner's solutions.
- SHI will work with the state to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions to work in their IT environments.

2. **Contractor is required to provide a website for each participating state. Describe the website you would establish for a State and that website's functionalities or special features. You can supplement this response with illustrative page shots (no more than 10) from one of your existing websites. Please address, at a minimum:**



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

- Home page appearance and information
- On line tutorials
- Product catalog (Include searchable fields, which products you would include, how VLA information is provided)
- Links
- Downloadable standard reports, if any. Include how information is controlled and sorted (e.g., how can Tempe, AZ obtain only their information, how can Procurement Officer of contract obtain a purchasing profile for users and volume in State).
- How website is monitored, kept current and accurate

SHI Response:

SHI.COM , SHI's web-based procurement platform, provides the latest in functionality and the greatest in user-friendly interface. Taking advantage of leading edge search, navigation, and merchandising capabilities, SHI.COM also offers functionality designed specifically for business-to-business functionality. This includes innovative Custom Catalog capabilities, which dynamically filter product offerings to provide SHI clients with personalized views of product information. SHI clients can easily find and compare SHI's products, and SHI can deliver a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products and contract or standard items. We provide tremendous customization and seamless workflow that meets your unique needs.

Public Sector Site

SHI provides customized pricing based on government and education discounts. Users can access their catalog by selecting their segment and State or through a direct link to that State's Website. Ex. www.publicsector.shidirect.com/slg/az will take a user directly to the State of Arizona State and Local Government website. SHI will create a WSCA SVAR Contract Catalog based on our Contract Pricing, which will be accessible on the State's Website through a Contract Drop Down Menu. This Contract Catalog will be based on each State's Software Volume Licensing Agreements. Ex. State of Arizona has an Adobe CLP Level 3, while State of Utah has an Adobe CLP Level 1. SHI would create each State's Catalog based on the Volume Licensing Agreements negotiated and signed by each state, but applying our WSCA SVAR Cost + Markup included in our RFP Response to each Adobe Program.



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
 State Procurement Office (ADOA/SPO)
 Customer: WSCA participating states; AZ Statewide
 (state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

Public Sector

- Federal Government
- State & Local Government
- K-12 Education
- Higher Education
- Healthcare

Choose Your State



The screenshot displays the SHI website interface. At the top, there is a navigation menu with links for Account Team, News, Events, Newsletter, Quick Links, and Contract Info. Below the navigation is a 'Smart Part Wizard' section. The main content area features a 'Featured Brands' section with logos for VMware, HP, Microsoft, and Adobe. To the right, there is a 'Create Account' section and a 'SHI 200 Recommendations' section.

State Website

In addition to the Contracts Section of the Main Page, each State's website has additional information about that State's relationship with SHI. We have added informational areas of the website to enhance our site for the individual agencies to gain important information about the contracts: Account Team, News, Events, Newsletter, Quick Links and Contract Information. These areas of the website are populated with specific information for your state, as well as general SHI information.

Your Catalog

With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs.

SHI understands the importance of Contract Purchases to State and Local Government. We have added by the Contracts Drop Down box, and the following Contracts Identifier to all Contract Parts within your Catalog. This Contract Identifier displays a blinking Orb, and the Contract Name and Number so that agencies will know which items are part of which contract they are using. As most States have multiple contracts for Software, Hardware and Services, SHI's website identifies each item within the contracts and allows the state to compare the same item that may be part of multiple contracts. Ex. The State of Texas website in the screen shot below contains the Websense Hosted WebSecurity item in two Contracts: DIR and Tips/Taps available to purchase. The details page for this item would show the pricing details for each contract so a purchaser would have the ability to choose the lowest price item on contract.



Offeror Questionnaire – Methodology

STATE OF ARIZONA

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(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

Advanced Product Search

Refine Your Search

Filter By Keyword

Search within your results

Category

- Software (19284)
- Webinars (1680)
- Accounting/Financials (2047)
- Hardware (1687)
- Networks (187)
- Computer Vocational Training
- Services (471)
- Storage (18)
- Computer Services (12)
- Managed IT
- Miscellaneous (11)

Manufacturer

- WebSense (13304)
- BSA Security (1449)
- City Systems (1480)
- Altera Software (1482)
- Clara Systems (2020)
- Kennedyville (2345)
- Scion Soft (11985)
- Next2Net Packard (1768)
- Trend Micro (1243)
- Quint (110)
- More...

MSRP

- Under \$50 (10550)

Contracts - DIR-SDD-1009 (Software)

Comparisons: 0 item(s) in comparison.

Sort By: Best Match | Product Name | Category | Manufacturer | Mfg Part # | Product ID | Product Price | Price

Showing 1 - 20 of 8555 Products

Results per page: 20 50

Page: 12 13 14 15 16

Compare	Mfg Part #	Product Details	Availability	Price
<input type="checkbox"/>	HW-A-CP11-	WebSense Hosted Web Security - Subscription license (11 months) - 1 additional seat - Volume - 25-49 licenses Manufacturer: Websense Category: Virus protection Product ID: 20446430 Product Type: Software License: License	In Stock	MSRP: \$37.00 \$30.35 - \$31.00
<input type="checkbox"/>		VMware Workstation (4.7.7) license - 1 installation - Linux Manufacturer: VMware Category: Device and system Product ID: 10072507 Product Type: Software License: License	In Stock	MSRP: \$135.00 \$145.00

Product Details



WebSense Hosted Web Security - Subscription license (11 months) - 1 additional seat - volume - 25-49 licenses

WebSense

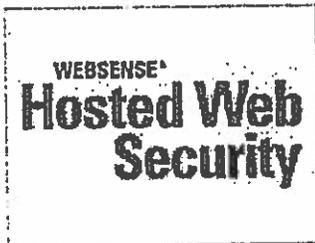
Category: Virus protection
 Product Pricing: **\$30.35**
 Tips/Taps 4082709 (\$30.35)
 DIR-SDD-1009 (Software) (\$31.00)

Availability: In Stock

Quantity to Order:

Contracts: DIR-SDD-1009 (Software)
 Tips/Taps 4082709

[View all Virus protection by WebSense >>](#)



Top Products lists those products that have been purchased for your organization within the past thirty days. Featured Brands offers a drop down menu to view products for a specific manufacturer. Recommended Products are those that SHI is highlighting for you. The items featured on the web site can be customized for Sensata, based on those products you purchase from SHI.

Search

Our robust catalog search functionality will be familiar to frequent Internet users. SHI has invested heavily in our Search Functionality, and continues to make improvements based on our users experience, new technologies, and our customers' requests. A user would search for products either using the Search Box, or the Product Category Tool, then sort or refine your search to locate the product you want. For our Software Volume License Agreements, we have added additional Filter Options to assist our customers in finding the product they are searching for: Platform (MAC, WIN, Linux, etc), Software/Distribution Media (CD ROM, DVD, etc), Software/License Type (License, Media, Product Upgrade License, Product Upgrade Package, Upgrade License, Version Upgrade, etc), Software Licensing Program (Adobe CLP, Adobe TLP, etc), and Point Value. We have also included the Contract Number Field as a Filter Option for our Government Users.



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
 State Procurement Office (ADO/SPO)
 Customer: WSCA participating states; AZ Statewide
 (state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

Advanced Product Search
 Refine Your Search: Keyword - Microsoft PowerPoint

Sort By: Relevance | Price/Lowest | Highest | Manufacturer | MSRP | Product ID | Product Name | Date
 Showing 1 - 15 of 15 Products Results per page: 15 20 25 Page: 12 13

Refine Search by:

- Key word-search within results
- Category
- Manufacturer
- Product Type
- MSRP
- Remove filters individually by clicking the red "X"

Advanced Product Search
 Refine Your Search: Manufacturer - Microsoft
 Product Type - Software Licenses
 Keyword - Microsoft PowerPoint

Sort By: Relevance | Price/Lowest | Highest | Manufacturer | MSRP | Product ID | Product Name | Date
 Showing 1 - 8 of 8 Products Results per page: 15 20 25 Page:

Image	Product Name	Manufacturer	Product ID	MSRP	Product Type	Availability
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock
	Microsoft PowerPoint 2007, complete package	Microsoft	1245232	\$24.99	Software Licenses	In Stock

Browse

SHI.COM provides an easy to use and intuitive browse feature to drill down through product categories. Once you have reached the final drill-down level, use the options described above to refine the results.

Quick View of Inventory Information

SHI.COM provides inventory information directly on the search results page—no need for additional mouse clicks to know if a product is in stock! "In Stock" is displayed when inventory is abundant. When the inventory is low, SHI suggest the customer "Call" your Account Team to ensure that the current inventory is not already committed.



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
 State Procurement Office (ADOA/SPO)
 Customer: WSCA participating states; AZ Statewide
 (state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

View Product Details

Product Details

Microsoft Office PowerPoint 2007 - complete package



SKU: 1632828
 Category: Presentation
 Product Priority: \$219.00
 Availability: 42
 Quantity in Stock:

[View all Presentation by SKU: 1632828](#)

<table border="1"> <tr><td>Product ID:</td><td>1632828</td></tr> <tr><td>SKU:</td><td>1632828</td></tr> <tr><td>Product Line:</td><td>Microsoft Office</td></tr> <tr><td>Manufacturer:</td><td>Microsoft</td></tr> <tr><td>UPC:</td><td>07847540</td></tr> <tr><td>MSRP:</td><td>\$229.00</td></tr> <tr><td>Your Price:</td><td>\$219.00</td></tr> <tr><td>Category:</td><td>Presentation</td></tr> <tr><td>Product Type:</td><td>Software</td></tr> <tr><td>SKU:</td><td>1632828</td></tr> </table>	Product ID:	1632828	SKU:	1632828	Product Line:	Microsoft Office	Manufacturer:	Microsoft	UPC:	07847540	MSRP:	\$229.00	Your Price:	\$219.00	Category:	Presentation	Product Type:	Software	SKU:	1632828	<table border="1"> <tr><td>General Information</td><td>Overview</td><td>Main Specifications</td><td>Extended Specifications</td></tr> <tr><td colspan="4">General Information</td></tr> <tr><td>Category:</td><td colspan="3">Office applications</td></tr> <tr><td>Subcategory:</td><td colspan="3">Office applications - presentation</td></tr> <tr><td>Language(s):</td><td colspan="3">English</td></tr> <tr><td>Software:</td><td colspan="3"></td></tr> <tr><td>License Type:</td><td colspan="3">Complete package</td></tr> <tr><td>License Qty:</td><td colspan="3">1 PC</td></tr> <tr><td>License Pricing:</td><td colspan="3">Standard</td></tr> <tr><td>Platform:</td><td colspan="3">Windows</td></tr> <tr><td>Distribution Media:</td><td colspan="3">CD-ROM</td></tr> <tr><td>Package Type:</td><td colspan="3">Retail</td></tr> <tr><td>System Requirements:</td><td colspan="3"></td></tr> <tr><td>OS Required:</td><td colspan="3">Microsoft Windows Server 2003, Microsoft Windows XP SP2 or later</td></tr> <tr><td>Software Requirements:</td><td colspan="3">Internet Explorer 6.0</td></tr> <tr><td>Peripheral / Interface:</td><td colspan="3">CD-ROM, SVGA monitor</td></tr> <tr><td>Devices:</td><td colspan="3"></td></tr> </table>	General Information	Overview	Main Specifications	Extended Specifications	General Information				Category:	Office applications			Subcategory:	Office applications - presentation			Language(s):	English			Software:				License Type:	Complete package			License Qty:	1 PC			License Pricing:	Standard			Platform:	Windows			Distribution Media:	CD-ROM			Package Type:	Retail			System Requirements:				OS Required:	Microsoft Windows Server 2003, Microsoft Windows XP SP2 or later			Software Requirements:	Internet Explorer 6.0			Peripheral / Interface:	CD-ROM, SVGA monitor			Devices:			
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Devices:																																																																																									

Office PowerPoint 2007 gives people a powerful solution to address their presentation needs by making it easier to create impressive and dynamic presentations quickly. As a result, customers save time when formatting and creating slides, so they can focus on the quality of the content.

Add Products to the Shopping Cart

From here, a user who has not yet logged in can manage the items in the shopping cart, continue to shop, or finalize the purchase (if the user clicks "checkout", SHI.COM requires the user to log into the system). If the user has logged into SHI.COM, he is presented with the additional options to save the items as a quote or to send the shopping cart to your SHI Sales Team to obtain an "official" SHI quote.

SHI International English: [change](#) 1 item(s): \$349.00 [Home](#) | [Contact Us](#) | [Log On](#)

[My Account](#) Innovative Solutions. World Class Support

[Products](#) | [Tools](#) | [My Account](#) | [Solutions & Services](#)

Shopping Cart

Your recent changes are highlighted.

There are 1 item(s) in your shopping cart. SubTotal: \$349.00

Product	Product ID	Unit Price	Quantity	Extended Price	Remove
Microsoft Office Professional 2010 - License - 1 PC - PRC - Win	21854551	349.00	<input type="text" value="1"/>	349.00	
Added On: 3/26/2011 10:18 AM					



Offeror Questionnaire – Methodology

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Saved Quote

The saved quote remains valid on SHI.COM for thirty days. At any time within those thirty days, the user can change/add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.

Saved Shopping Carts

Current User: test | Home

Name	Cart Type	Added On	Items	Item Category	Actions
Account Quote Quote ID: 4182005	Saved as quote	3/13/2009 3:52 PM	1	Business	Remove Item Add Item Refresh Cart

Account Quote This cart expires on: 4/13/2009

Product	Product ID	Mfg Part #	Unit Price	Quantity	Extended Price	Availability
Adobe Acrobat Standard 4.0.1 complete package - 1 user - DVD - Win - 64bit	17876997	22902456	\$258.34	1	\$258.34	In Stock

Prices shown are the saved prices. To view the latest price, click this checkbox: Show Latest Price
Please note: Items will be moved with the saved price while loading into shopping cart.

Click on "Show Latest Price" to see if the price has decreased since the quote was saved. If there was a decrease save the quote with the new price. If there was an increase, uncheck the box to return to your saved price!

Checkout Process

SHI provides an easy to use Checkout Process that can be customized to your specifications:

- Users can save addresses to an address book for easy selection of the appropriate ship-to address
- Custom Data Collection—we will create fields where we can collect the information you need about the purchases your employees make—department, project code, cost center, etc.
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase
- See the freight and estimated taxes based on the shipping address entered

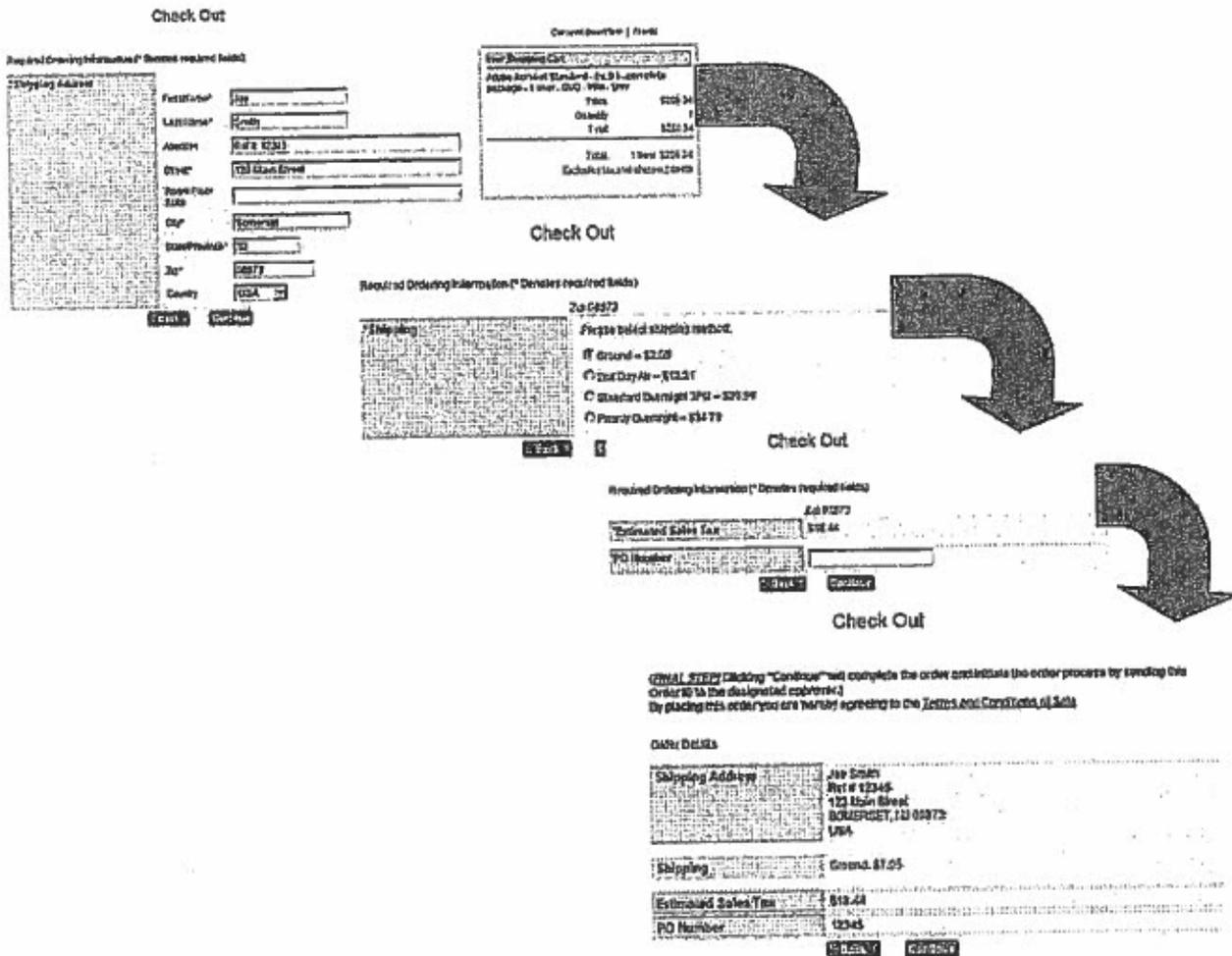


Offeror Questionnaire – Methodology

STATE OF ARIZONA

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FINAL STEP! Clicking "Continue" will complete the order and initiate the order process by sending this order to the designated copier(s).
 By placing this order you are hereby agreeing to the Terms and Conditions of Sale.

Order Details

Shipping Address	Joe Smith Box # 12345 123 Main Street BIRMINGHAM, AL 35202 USA
Shipping	Ground \$1.05
Estimated Sales Tax	\$18.44
PO Number	12345

Order Status
 Obtain order status information and tracking details for the orders that you process with SHI. SHI.COM provides a wide range of search options to quickly and easily locate the order in which you are interested.

Order Status

Current User: meem | From Corporate Customer

Order Number	Date Range	PO Number	Ship To Name	Total	Items
Orders Placed in last 6 months					
Open and Recently Shipped Orders					
Orders Placed in last 6 months					
500001008	12/5/2008	DrWF 12345	1234 W Sousa Ct	1,234.56	<ul style="list-style-type: none"> Keyboard drawer with mouse tray Keyboard/Mouse pivo
500000023	11/21/2008	R.C 112108	801 Maplewood Dr #20	1,123.45	<ul style="list-style-type: none"> ESP 16 M Serial Hub - Device Server - 16 ports - Serial
500000050	11/16/2008		1011 1/2th School Road NW Suite 254	987.65	<ul style="list-style-type: none"> LX Mounting Component - Extension Brackets - Black
500000074	10/28/2008	AS102008	530 N College Ave	765.43	<ul style="list-style-type: none"> Bluetooth Stopwatch Presenter with Laser Printer
Status : canceled					
W540V	11/11/2008	20060049	CREDIT CARD - FOR SHI CORP ONLY	1,234.56	<ul style="list-style-type: none"> TRANSCEND 1GB DDR260 DDIM (HYXK CHP)



Offeror Questionnaire – Methodology

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Description: WSCA Software Value-Added Reseller

Order #: 50000923 ; Order Date : 11/21/2008

Order Status:	Involved	Ship To:	801 Maplewood Dr #26 Jupiter, FL - 33458	Bill To:	864 Summerwood Drive Jupiter, FL - 33458
Customer PO:	R.C 112109				
Total:	\$1,599.50				
SHI Contact:	Your Account Team				

Line Item Status

SHI P#1	Item	Unit Price	Qty Ordered	Qty Rem	Extended Price
16137094	ESP 16 UI Serial Hub - Devica Server - 16 ports - Serial Mfg Part #: 290478		2	0	\$3,236.24

Shipment Tracking Info

Tracking #:	0151420387025	Location:		Service Type:	Ground-Domestic
Status:	Delivered	Shipped On:	2/13/2009	Weight:	12.8 LBS
Delivered On:	2/18/2009	Shipped Part:	16137094	Reference:	
Delivered To:	Jupiter, FL 33458 US				
Estimated Delivery Date:					
Signed by:	J. J. J.				

Date And Time	Status	Location	Comments
2/18/2009 2:33 PM	Delivered	JUPITER, FL US	
2/18/2009 4:02 AM	Scanned at FedEx sort facility	WEST PALM BEACH, FL US	
2/17/2009 8:21 PM	Arrived at FedEx sort facility	WEST PALM BEACH, FL US	
2/17/2009 8:22 PM	Departed FedEx sort facility	ORLANDO, FL US	
2/17/2009 7:54 AM	Scanned at FedEx sort facility	ORLANDO, FL US	
2/14/2009 11:32 PM	Arrived at FedEx sort facility	ORLANDO, FL US	
2/14/2009 8:14 AM	Departed FedEx sort facility	HARRISBURG, PA US	
2/14/2009 12:47 AM	Scanned at FedEx sort facility	HARRISBURG, PA US	

Reporting

The user's ability to run reports via ReportFactory is based on permissions assigned to the user names; so only authorized users within the State will be permitted to run reports. Additionally, the accounts are established so customers associated with a local entity can only view and report based on their accounts, but the Statewide Contract Administrator can run reports across all customer accounts. You can run the report yourself, or a member of your Account Team will run the report for delivery directly to the requestor.

SHI provides a report request form on our web site. The user will select the report type, the date range for the report, and will enter the Email address for delivery, up to an unlimited number. In addition, he will select the format in which he wants the reports, i.e. Microsoft Excel, html, tab delimited text file, or fixed width text file. Once the form is complete, our server will run the report and send the Email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

In addition, SHI supports report subscriptions. The user can request a report once for delivery at regular intervals. Most corporations have a standard set of reports that are required monthly, weekly, or even daily or quarterly. The user can select the report parameters once for delivery at the selected interval forever, or until the subscription is removed. Typically, users select report subscriptions to run in the middle of the night, so it will be waiting in his inbox for the morning.



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3. Describe your method for tracking software licenses and ensuring that Participating Entities (PE) receive timely notifications of renewals or are advised of volume agreements opportunities or vulnerabilities, etc. Please address, at a minimum:
- The standard sort-able data fields you establish for these records
 - The information you track on behalf of Participating Entities.
 - How reminders of significant dates or volume plateaus are triggered and how your organization, as a partner with a PE, works with the PE to ensure no deadlines are missed or opportunities unexplored.

SHI Response:

SHI has established itself as the most effective license provider in the industry. Our software procurement consulting services combined with robust Software Asset Management (SAM) tools make it easy for the State to choose the licensing programs that are right for you and to effectively manage them.

Detailed & Accurate License Tracking:

Our tracking abilities will relieve your burden of managing your purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

The process begins with the creation of part numbers within SHI's system. Each of SHI's SKU numbers have various attributes associated with them—among them are Product Type, Manufacturer Name, Program Name, Program Level, and Pool. These attributes trigger the license purchase process within our order entry system. So, our system knows that products that have Types of "License Only", "Maintenance Only", or "License with Maintenance" are non-deliverable items. In addition, each SKU is identified according the manufacturer name, Licensing Program name, Purchasing Level, and Pool, as applicable. An example is Manufacturer=Microsoft, Licensing Program=Select Plus, Purchasing Level=D, Pool=Systems. The price for this SHI SKU will always reflect the current price for the product purchased under the Microsoft Select license at purchasing level D.

The next step within the process is to identify those customers within our order entry system who have License Agreements. Once the contract has been processed with the manufacturer, the SHI Licensing Representatives link the customer's account key in SHI's order entry system to the appropriate licensing agreements, including the contract number, enrollment number, purchasing level, the anniversary dates, and the maintenance dates. The customer's Account Executive works with the Licensing Representatives to ensure that all contract data is accurate. By identifying this information at the account level, SHI ensures the accuracy of our data capture and reporting to both the customer and the Software Publisher.

Once those steps have been completed, your SHI Inside Account Manager can process orders within SHI's systems. Using the data described above, SHI's order entry system compares the customer account to the SHI SKU and validates that the order is being entered correctly.

Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, Maintenance Expiration Dates are tracked, to give prompt, pro-active notification to the State for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification is implemented for all Programs or Maintenance purchases made through SHI, whether supported by a Volume License Program, or other maintenance program.

SHI's License Tracking System, combined with the knowledge and experience of our Inside Account Managers, ensure that the State's orders are processed and reported to the manufacturer accurately. If a customer submits an order to SHI for a product under the incorrect licensing program, your Inside Account Manager will work with the customer to correct the order. In addition, if the customer submits an order for a license that is covered under an Enterprise-type Agreement, your Inside Account Manager will explain to the end user that he is already licensed and how to obtain the media or a download of the product. the State can rely on SHI's expertise with Volume Licensing Agreements to guide your end users through the process.



Offeror Questionnaire -- Methodology

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Agency: Arizona Dept. of Administration
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Description: WSCA Software Value-Added Reseller

Reporting

SHI prides itself on its reporting excellence and flexibility. We have developed standard reports that meet the needs of most of our customers. If the State has additional reporting requirements, SHI will develop custom reports, as we have for some of our largest customers. SHI never charges for the reports we provide, both standard and custom.

SHI fully understands your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by division or by bill to or by another criterion specified by the State. SHI then groups the ordering units into the next level within your organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within the State, SHI also provides reports based on any combination.

The following lists the standard fields that are available in a detailed report:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

SHI's reports are available on a quarterly and monthly basis, as well as ad hoc—you choose the timeframe.

Sales History Reports

These standard reports provide an overview of your purchases from SHI. As mentioned above, our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: detail of all transactions, summary by part number, or summary by manufacturer name.

- ⇒ Spend by Manufacturer – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- ⇒ Spend by Product – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- ⇒ Spend by Product Type – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.
- ⇒ Spend by Organization, Enterprise, Conglomerate – again, each of the above reports can be pulled based on a specific organization, enterprise or conglomerate



Offeror Questionnaire – Methodology

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SHI International (English/United States) 4 Item(s): \$222.43 Home | Cart (0) | Log Out

shⁱ My Account *Innovative Solutions. World Class Support.*

Products | Tools | My Account | Subscriptions & Services

Volume Programs, WSCA states
 From VS 0210

Volume Procurement Programs

Program	Agreement Name	Agreement Number	Starts	Expires	Status
Adobe CLP 4.5	US Dept Admin CLP 4.5	102102101	Oct 17 2010	Oct 31 2012	Active Details
IBM Passport Advantage	US Dept Passport Advantage	03770001			Active Details
Microsoft Open License	US Dept MS Open License	109725701	Oct 09 2010	Oct 31 2012	Active Details

shⁱ My Account *Innovative Solutions. World Class Support.*

Products | Tools | My Account | Subscriptions & Services

Volume Programs, WSCA states
 From VS 0210

Volume Procurement Program Details

Manufacturer	Adobe
Program	CLP 4.5
Agreement #	102102101
Agreement Name	US Dept Admin CLP 4.5
Starts	Oct 17 2010
Expires	Oct 31 2012
Authority	Oct 17 2010
Maintenance Only Conditions	Oct 17 2010
Maintenance Plan Schedule	48

Terms =
 License Agreement: The 1. Upgrade Product, Renewal Year

Your Account Executive can run reports based on this information in order to provide action notices to the customer. In addition, SHI uses this information to insure that your orders are entered accurately and that the pricing is correct. If your Inside Account Manager attempts to process an order at the incorrect pricing level, SHI's order entry system will not allow the order to process until the correction is made. This tool makes it easier for the members of your Dedicated Account Team to share information and ensures that the customer is always receiving accurate information from SHI. This information is available to the State through Your Home @ SHI.COM.

Polaris Renewal provides on-line contract & task reminders, milestone management, and an easy to use calendar timeline.

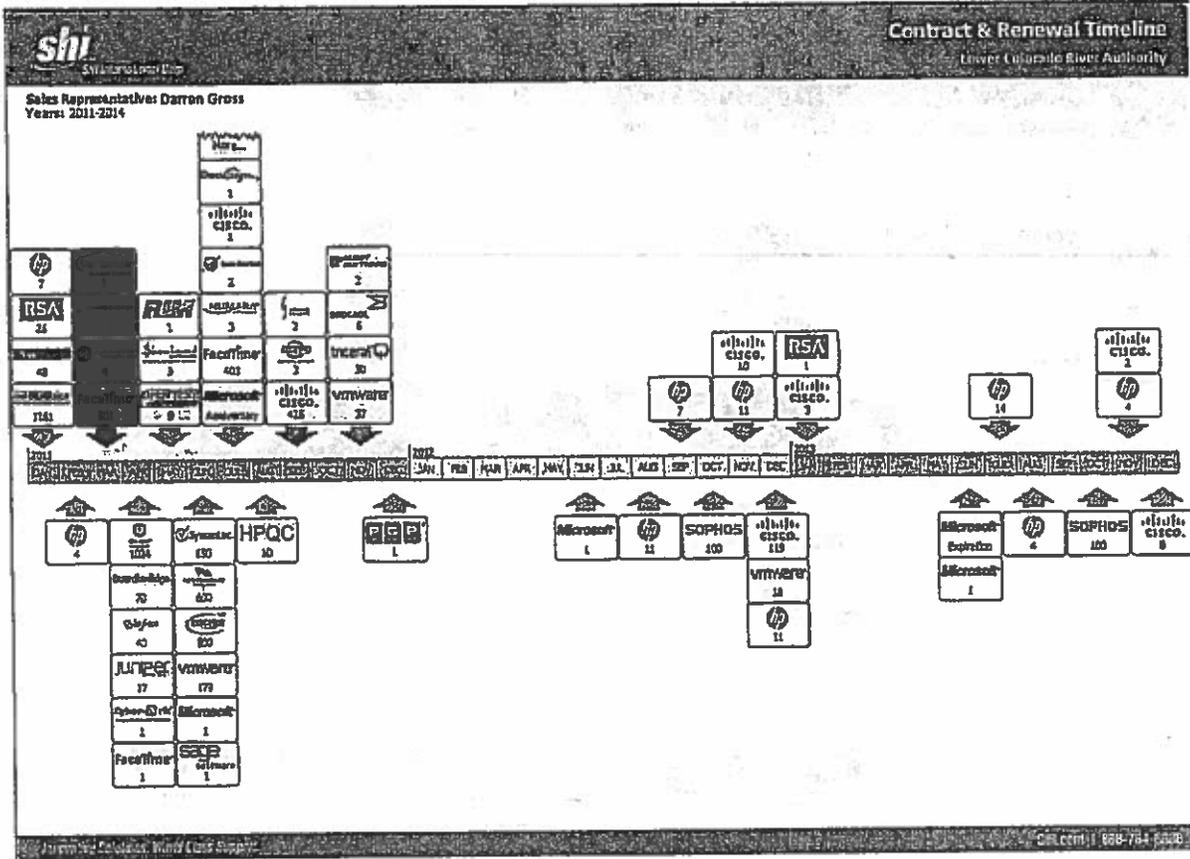


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Description: WSCA Software Value-Added Reseller



4. Describe standard reports which you can generate for a PE (other than downloadable reports addressed earlier) and provide sample reports as examples. Describe and provide examples of Optional Reports which you could provide and provide pricing in the Offeror – Pricing attachment.

SHI Response:

As described above, we have developed standard reports that meet the needs of most of our customers. If the PEs have additional reporting requirements, SHI will develop custom reports, as we have for some of our largest customers. SHI never charges for the reports we provide, both standard and custom.

Capturing the Data

Developed and maintained in-house, SHI's order entry system is ever evolving to stay ahead of the changes in the IT industry and our customers' requirements. We have customized the system to track all of the standard information that SHI needs to process an order, as well as the standard information that manufacturers need to track customers' volume purchases. As always, we go one step further; SHI's order entry system is fully customizable to meet individual requirements of each of our customers for custom data collection and reporting. SHI creates custom fields within our order entry system, up to an unlimited number, in order to capture the data. Once the information is collected, it is readily available for reporting and for inclusion on your invoices. SHI's order entry system also has the mechanisms in place to track our customers' maintenance purchases and expiration dates.

Reporting the Data to the PE

Now that the data has been captured, how can the PE access it? Via ReportFactory, SHI's on-line reporting tool available to both the PE and the members of your Account Team.

Again, the following lists the standard fields that are available in a detailed report:



Offeror Questionnaire – Methodology

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Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

But we will track custom data fields for each PE, as required. SHI's reports are available on a quarterly and monthly basis, as well as ad hoc—you choose the timeframe.

Sales History Reports

These standard reports provide an overview of your purchases from SHI. As mentioned above, our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- ⇒ *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- ⇒ *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- ⇒ *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.
- ⇒ *Spend by Organization, Enterprise, Conglomerate* – again, each of the above reports can be pulled based on a specific organization, enterprise or conglomerate

Software Licensing Reports

With an emphasis on flexible, robust reports, SHI has established itself as the most effective License provider. Our capabilities will relieve the PE of the burdensome requirements of these agreements. These reports can consolidate all of your license agreements, or focus on a single program.

- ⇒ *Entitlements Report* - Perfect for the Contract Administrator, the Entitlements Report summarizes the customer's licensing agreements, anniversary dates, and end dates.
- ⇒ *Contract Invoice Detail*—provides a summary of your purchases per licensing program for contract milestone comparisons—by point value, quantity, or dollar value, depending upon your contract terms.
- ⇒ *Maintenance Renewal*—provides advance notice when maintenance purchases are expiring. This report is available in any timeframe that you request (i.e. 30 days or 60 days in advance), to provide you with enough time to budget your renewals, evaluate which renewals are necessary and which are no longer in effect, and to place the renewal order with SHI.

Please see sample reports attached—Sample Reports – SHI.doc.

- 5 Explain your method of ensuring a PE will receive and can provide proof of licenses. Include in your response:
- Describe how you provide a Proof of License certificate to a buyer. Also, provide sample(s) of a Proof of License such as you would provide.
 - Explain your method of retaining back-up copies of Proofs of License; and how, and how quickly, you could provide duplicate copies as needed.
 - Describe how you partner with a PE to demonstrate accuracy of licensing information to a publisher (e.g., True Up).

SHI Response:

SHI understands many customers require a deliverable with all purchases and most Volume License Agreements do not meet this need. While proof of license may be obtained for some Publishers through the Publisher licensing web site, for example the



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

Microsoft Volume Licensing Center, similar web sites may not be available for all PE licensing programs. To standardize a tracking method across all licensing programs, SHI has established a service through which we will provide automatic license confirmations to our customers. At the time of order placement, your Inside Account Manager can enter the Email address of the end user (or other representative within the PE who should receive the license confirmation, i.e. IT Manager). SHI's systems will automatically send the license confirmation to that Email address. Many of our customers use this service to "receive" the product, so the accounting department can pay the invoice or to hold on file as a back-up copy of their proof of license.

Please see sample Proof of License and Order Confirmation—Sample License and Order Confirmations – SHI.pdf. Please note that upon the customer's request, SHI can include the License Key information for software installation on the Order Confirmation.

SHI maintains all purchase history data in our order entry system. At any time, we can re-send the license confirmation, the invoice, or a sell through report to provide proof of license for the PE.

SHI is well-recognized in the industry for our reporting abilities and our Software Publishers accept SHI's reports as proof of license. Our reports carry all of the information required by the SIIA and the Software Publishers to serve as proof of purchase—including the purchase date, the product number, description, and quantity. We will work with each PE and the Software Publishers during True-ups to ensure accurate licensing information is provided. Additionally, SHI can produce copies of invoices to support each report transaction, as needed.

6. Describe how you work with a PE and publisher to maximize the Entity's value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:
- Working with a PE and a publisher to assist the Entity in best managing their volume or enterprise license agreements.
 - Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all PE's.
 - Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.
 - Working with a PE and publisher to obtain the best quote on a high volume purchase.
 - If, and how, you use historical purchase information to provide targeted assistance to a PE.
 - Assuming a software configuration is not within the knowledge or authority of your organization, describe how you could assist a PE in finding a solution (i.e., helping PE obtain needed configuration assistance from the publisher or designee.) Explain how you would 'price out' such assistance.
 - Explain the training you could provide (other than online tutorials) to assist PE's in using this contract and obtaining best value from it.

SHI Response:

SHI understands our customers, especially our public sector customers, need to reduce cost and identify areas for savings. SHI will work with all of the States and Participating Entities to identify savings not only within each State, but across all WSCA participants, whenever possible. SHI is not always the sole source of Software. However, our Publisher relationships allow us to discuss consolidating purchase history in order to better manage the Software Contracts, consolidate the spend, and identify areas for cost savings.

Every day SHI identifies ways that our customers can reduce their expenditures on IT software. We partner with our customers to negotiate on behalf of them in order to obtain the most favorable terms possible. The following demonstrates some of the ways we identify cost savings opportunities for our customers today.

- o **Licensing**—Whenever possible, your Account Team will provide quotes for licenses, rather than shrink-wrap software; the licensing options can offer tremendous savings over shrink-wrap.

Transactional Licensing Programs — These licensing programs can offer tremendous savings to customers who will purchase in a large quantity, but do not want to make a commitment or forecast estimates. These license programs usually require a first time buy-in (sometimes even as few as 1 license will qualify), which sets the discount level. The terms and conditions will vary by publisher, but whenever a purchase is eligible for these discounts, your Inside Account Manager will provide the information to the customer at the time of quote and your Account Executive will identify these opportunities during meetings with The State.



Offeror Questionnaire – Methodology

STATE OF ARIZONA

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State Procurement Office (ADOA/SPO)
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(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

Polaris Baseline—allows your organization to make informed strategic decisions regarding license contracts, maintenance renewals, and software procurement. The goals are to save money, reduce compliance risk, and recycle software assets. SHI provides this one-time review of our customer's Microsoft assets to our Microsoft EA customers at no charge. The deliverables include the InstallPosition, LicensePosition, and GapAnalysis.

Business Review Meeting: The SHI Account Executives will work with each State to establish a schedule for business review meetings, typically held quarterly. While these meetings can cover a wide range of topics, including goals, SHI services, emerging technologies, and impending licensing changes, your Account Executives will also share information regarding your spend with SHI in order to identify additional areas for cost savings. As described above, SHI provides customizable reports in detail and summary formats for analyzing your spend. SHI also provides a "dashboard" view of your business with SHI. On the next page are screen shots of some of the views available in the business review report:



Offeror Questionnaire – Methodology

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
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Description: WSCA Software Value-Added Reseller

Customer Business Summary - 1/1/2010 thru 12/31/2010 for



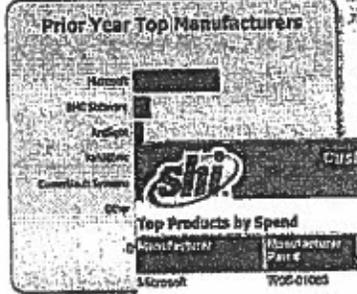
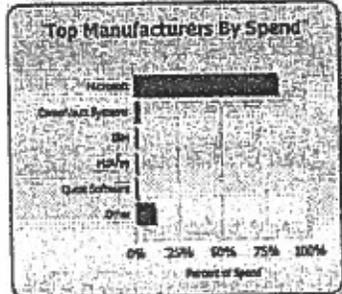
Summary	
# of Customer PO's Invoiced in Period	381
# of Orders Invoiced in Period	433
# of Invoices in Period	491
# of Manufacturers in Period	99
Total Spend	10,390,337



Manufacturer	Revenue	% Spend
Microsoft	13,542,828.56	83.82%

Manufacturer	Revenue	% Spend
Microsoft	8,803,925.15	48.95%
BMC Software	1,141,342.45	9.48%
AcSight	637,087.00	6.35%
Panasonic	618,225.00	4.49%
CompuVault Systems	511,287.05	4.21%
Other	3,241,108.43	20.79%

Customer Business Summary - 1/1/2010 thru 12/31/2010 for



Manufacturer	Revenue	% Spend
Microsoft	13,542,828.56	83.82%
CompuVault Systems	494,709.93	2.84%
QSI	260,898.01	1.5%
McAfee	171,130.30	1.04%
Quest Software	167,638.00	0.66%
Other	1,753,083.37	10.76%

Manufacturer	Revenue	% Spend
Microsoft	8,803,925.15	48.95%
BMC Software	1,141,342.45	9.48%
AcSight	637,087.00	6.35%
Panasonic	618,225.00	4.49%
CompuVault Systems	511,287.05	4.21%
Other	3,241,108.43	20.79%

Customer Business Summary - 1/1/2010 thru 12/31/2010 for

Manufacturer	Manufacturer Part #	Description	Qty	Revenue	% Spend
Microsoft	700-01003	Microsoft Core CAL - License & software assurance - 1 device CAL - Platform - Enterprise - All Languages	111,252	3,087,403.83	18.86%
Microsoft	203-12442	OfficePlus.A1.B10 SA SVL Perm	27,017	1,925,435.48	11.77%
Microsoft	700-12442	Microsoft Office Professional Plus - Software Assurance - 1 PD - Enterprise - VLn - All Languages	27,917	1,820,026.44	10.12%
Microsoft	700-00548	SA ENTERPRISE CAL	20,888	224,746.00	4.42%
Microsoft	603-00018	SA WIN VISTA BUS W/VS ENT	28,003	709,054.15	4.33%

Manufacturer	Manufacturer Part #	Description	Qty	Revenue	% Spend
Microsoft	700-01003	Microsoft Core CAL - License & software assurance - 1 device CAL - Platform - Enterprise - All Languages	111,252	3,087,403.83	18.86%
Microsoft	404-00016	Microsoft Identity Lifecycle Manager - License & software assurance - 1 user CAL - Enterprise, Select, Select Plus - Win - All Languages	60,800	227,000.00	1.31%
Microsoft	1058-00008	Desktop Optimization Pack SA Faculty	20,000	111,200.00	0.90%
Microsoft	918-00004-0712	CAMPUS ACRUIT FAC DT OPTM PACK (2 YR SLB NCH Renewable)	50,000	130,500.00	0.77%
Microsoft	603-00018	SA WIN VISTA BUS W/VS ENT	28,003	709,054.15	4.33%



Offeror Questionnaire – Methodology

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SHI Help

SHI's Help Program was introduced to ease the burden many organizations face in the management of the varying requirements of the Publisher's Volume License Agreements. SHI understands that there is more involved to successfully implementing a Volume Program than just signing the contract. Each publisher has a different set of terms, conditions and requirements, leaving the customer with the burden and expense of putting resources in place to manage their license programs.

The goal of our program is to allow our customers to realize the benefits and cost savings from these agreements without having to change their internal processes and/or workflow. Help will incorporate any of your pre-existing license agreements with license programs from smaller publishers in order to establish a single source of information and minimize your license tracking requirements. Help will integrate the requirements of the Publisher's Licensing Agreements with your procurement process to maximize the benefits.

SHI stands apart from other software resellers as the number 1 enterprise software advisor to the world's largest organizations with the most complex IT environments. Our success has been based on the resources we have allocated to software license program management, for both our customer relationships and our manufacturer relationships. Furthermore, SHI offers a wide range of tools and services designed to ease the management of license purchases and deployments. Our focus starts with ensuring that the PE is educated on all the options available to you and runs through the Asset Management Tools that allow the PE to manage those intangible assets throughout your organization.

A Leader with Volume License Agreements—Because SHI is focused on large organizations, we have received authorization to offer all of the Volume License options available from the Publishers. This provides our customers with the flexibility of choosing from all the options available. There is no other company with a larger list of Licensing Programs than SHI.

Evaluation of the options Available—Your SHI Account Executive has tremendous experience and resources to evaluate your existing system and application environment to provide an analysis of your licensing options. Your Account Executive will work closely with the PE's Information Services to understand standards and future direction, with an emphasis on leveraging your existing install base, future rollouts, and competitive upgrades and maintenance. This, combined with realistic forecasts, will generate the *Help Program Analysis*, comparing the various options available to you and the savings realized by executing the identified Volume License Agreement.

The SHI Help Center—Our Licensing Department is staffed with manufacturer-dedicated and certified experts who are available to assist your Account Executive in recommending and supporting the PE's licensing agreements. They work closely with our software partners to understand their volume licensing agreements, to ensure that SHI has the most up-to-date information available, and to distribute this information to SHI's sales force. The Licensing Representatives are responsible for reporting the customers' purchases to the manufacturer within the timeframe and format required. These representatives are available to assist the members of your Account Team and the PE with questions regarding your licensing agreements.

The SHI Licensing Executives are not only an integral part of the Evaluation Process, but are also available to assist the PE with understanding your current agreements, assisting you with negotiating the renewals, and to provide training to you and your employees about the benefits of your agreements and the how to purchase under them.

Please see attached "Software and Licensing Team – SHI.doc"

7. This contract has a maximum life of five (5) years, the technology field is a fast evolving one, and the potential volume under this contract is beyond any single entity contract.
- How would you improve the value of this partnership, over time, during the life of the contract?
 - We require the successful contractor(s) to retain publisher certification levels, to improve upon them, to work to reduce their costs to obtain publisher products, etc. Explain your processes to meet these requirements.
 - How would you partner with the Procurement Officer and Participating States to adapt to changes and keep the contract viable?
 - As this is a contract which is expected to be used by many states, there is potential for a level of value and partnership – considering market information, volume, extended relationships with publishers, shared standards, etc. – beyond that provided by a single State or PE contract. What extra services or value do you feel you could provide given this expanded user and volume base?



Offeror Questionnaire – Methodology

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SHI Response:

SHI is committed to our customers and to our Software Publishers. We value the relationships that we have forged over the past 20 years. If selected for the WSCA contract, SHI will demonstrate the same dedication to the Participating Entities. While we are working with some of the WSCA states, today, there will be States with which SHI has not had a statewide contract. The more SHI works with the individual States over the term of the contract, the better we will understand the PE's goals and projects. With this knowledge, we can assist with those initiatives.

SHI has many examples of how we have advised States on new and existing Software Licensing Agreements to help them to achieve goals and save money. Through understanding each individual PE's quotes and purchases, we are able to make recommendations at the PE level or through combining purchases among the state to create a state-wide agreement. Here are just a few concrete examples of how SHI has assisted our state customers by being a trusted advisor:

- SHI was chosen as a vendor on the State of New Jersey Software Reseller contract in July 2010. Within 6 months, SHI was able to gather information from quotes, purchases and future projects and by working with the VMware team to propose a Volume Licensing Agreement to the state which could potentially save them \$350K in Year 1 and \$3Million over 3 years. We have also evaluated their Adobe Acrobat Upgrade licenses when the new version "X" came out, which could have saved them \$150K if they decided to upgrade. Another area of discussion was consolidation of Adobe purchases into a volume license agreement which had a potential savings of \$200K.
- SHI continually works on behalf of the State of Wisconsin to provide constant cost savings. SHI has 20 years of experience working with thousands of software publishers. You can feel confident that SHI will always provide the best value and price. Through the term of our contract SHI has provided bigger discounts than the manufacturer's direct, renegotiated pricing with the vendors, provided alternative products and support options. Along with the continued cost savings SHI has established numerous vendor relationships with third party software publishers, subsequently providing the State a contract vehicle, saving the State time and money. As you know, setting up reseller agreements and negotiating discounts for the State requires multiple resources, which is all part of our value add. Here are just a few examples of cost savings we've been able to provide:
 - Dept of Workforce Development, HP wanted a direct order for \$51,000 SHI provided a price of \$35,357.60 saving the State more than \$16,000.00
 - Dept of Workforce Development renegotiated a Informatca renewal order saving the State \$6,000 bringing the renewal price back to the price in 2009.
 - Dept of Administration worked with VMware to have reinstatement fees waived, saving the State \$1,584.18
 - Dept of Administration Blackberry support renewal, vendor proposed a solution of \$21,000, SHI provided an alternative support level for \$13,314.00.
 - Worked with multiple vendors to co term maintenance renewal dates making customers yearly renewals seamless, saving time and money.
 - Last year SHI has set up reseller agreements with the following vendors on behalf of the State of Wisconsin: Software Engineering Of America, Genus Technologies, Keytrain, Accent Business Solutions, Inc., QAS, Latitude Geographics Group, Computers & Structures, Inc., Safe Software Inc., TMA Systems, Urchin, Telligent Inc., Avepoint, TSM Manager, Fenestrae Inc., BP Logix, Inc, SNMP Informant, Cetan Corp.
- SHI has been working with the State of Maryland for over 6 years. We have been a trusted advisor for their Microsoft Select and Enterprise Agreements. SHI has assisted over 30 Government Agencies enroll in the Microsoft EA through Agreement and Cost Comparisons, understanding their current and future projects and upgrade plans. SHI won a Software Contract with the State of Maryland in 2010. SHI has added value in Maryland by specifically recommended the VPP to Individual Agencies procuring a significant number of VMware Licenses. The customer was able to recognize an instant Cost-Savings by being made aware of this Volume Purchasing Program that VMware offers. SHI has worked with Maryland Agencies to educate customers about VMware Promotional Offers that would entitle the customer to free Licenses. Often times, SHI would escalate issues to our VMware Product Champions who would then work to provide these free Licenses to the customer. SHI has even assisted customer of ours with such a process, even when we were not the Winner of that particular RFQ.

SHI's value is not only in supporting the largest software publishers, and their volume licensing agreements. SHI provides value everyday to our State and Local Government Customers for the State and the PE by supporting thousands of Publishers and their products in our catalog and sourcing products and solutions from "weirdware" or "other" software publisher categories. SHI is a one-stop procurement shop for our Government Customers on these contracts, because we understand the value we provide by setting



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up relationships for these publishers on behalf of our customers. We make this process easy for the publisher and for our customer's to save them time, streamline their processes which results in an intangible cost savings. Here are some examples of how SHI has delivered on behalf of our State Government customers in 2010:

- State of Texas – over 1,000 Publishers reported
- Commonwealth of Virginia – over 360 Publishers reported
- State of New Jersey – (July 2010 – December 2010) – over 100 Publishers reported
- State of Washington – 145 Publishers reported without holding a State-Wide contract
- State of Wisconsin – over 400 Publishers reported

SHI understands that WSCA is looking to create a Software Value-Added Reseller contract to benefit every state and PE with their software needs. SHI believes that we are second to none in sourcing and providing service for ALL your software purchases. While some resellers may be interested in the largest opportunities and purchases that your state makes, SHI values your business and relationship and we treat every purchase as an important commodity.

SHI understands the importance of marketing the WSCA contract throughout the States and Entities to maximize participation and savings associated with entering into a multi-state contract. SHI is proposing Dedicated Account Teams to support each of the States, allowing us to provide effective communication and marketing throughout all PEs. Our marketing plan includes:

- *Webinars*—SHI hosts a variety of webinars on different manufacturer technologies. The webinars may be hosted by SHI product champions, Licensing Executives, or the manufacturer representatives. Your Account Executive can even create custom webinars specific to the PEs relating to the technology that they are purchasing through SHI.
- *Email Blasts*—The information contained will include the information provided by the software publishers and SHI's Volume Licensing Representatives. These are similar to the hard copy marketing pieces, but can be customized to reflect your unique Purchasing Environment and the software licensing contracts in which the PEs are engaged. Your Account Executives will control the group who will receive the information.
- *News and Announcements on Your Home @ SHI.COM*—SHI posts industry-wide news articles about the products we sell and the manufacturers we represent. In addition, your Account Executives have the ability to create custom news articles that are specific to the States and the products that they purchase from us. Users of SHI's web site can subscribe to the news and announcements. When a new article is posted, the customer will receive an Email with a link to the article.
- *Road Shows*—SHI will participate in road shows throughout the States, both SHI-sponsored and publisher-sponsored events. It has been SHI's experience with other States that these events are a great way to make contact with local entities and the purchasing divisions.

The Account Executives across all of the WSCA States will meet regularly to discuss their initiatives, challenges, and services. For those States sharing common initiatives, the Account Executives can work together to discuss their customers and the services provided. These open forums among the Account Executives provide for the sharing of ideas, implementation of Best Practices, and coordination of the contract across all PEs.

8. **What performance measures would you establish to ensure yourself and users of this contract that you are, at a minimum, meeting the requirements of this contract, providing cost-savings solutions, and realizing a high level of customer satisfaction. Describe your methods of defining and tracking your performance against specific measurable objectives. Provide copies of any reports you may have developed that communicate your performance levels to customers.**

SHI Response:

SHI's standard Service Level Agreement includes the following elements. The Service Levels and areas of measurement can be customized based on the individual State requirements.

Service Level	Definition	Measurement/Goal
Order Processing	Orders are to be sent to the Customer inside Sales Representative. Upon receipt, the Inside Sales Representative will review the order to ensure that the order is complete and can be processed. If the order is not valid, the ISR will contact the customer within 4 business hours	100% of valid orders received will be processed within the same business day



Offeror Questionnaire – Methodology

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	for the necessary information. Upon receipt of a valid order, the ISR will process the order through SHI systems	
Order Confirmation	SHI will send to the Email address indicated on the order an order confirmation within 4 business hours of processing the order. The order confirmation will provide the customer with confirmation of the ship to address, the part number, product description, quantity, unit price, and extended price.	100% of valid orders will be confirmed within 4 business hours
Order Shipment	SHI will ship products from the location with inventory and closest to Customer's ship to location. SHI's standard shipping method is Ground; however, we can expedite shipments at the request of the customer.	90% of orders shipped within 2 business days of receipt of a valid order.
Returns	Comparison of the total dollar value of returns for the period versus the total dollar value of orders processed for the same period.	Returns due to SHI error not to exceed 5% of total dollar volume

Additionally, SHI monitors customer satisfaction through several vehicles:

- Quarterly Satisfaction Surveys—SHI selects a random sampling of all customers who have placed orders within the previous quarter. We email to those customers a satisfaction survey. Members of SHI's Quality Team tally the results of the surveys and report them to top managers. In addition, SHI encourages our customers to provide feedback to our Director of Quality. Based on the results of these surveys, the Director of Quality will assign Corrective Actions Reports to the appropriate departments.
- Customer Feedback—SHI encourages our customers to send emails to our Director of Quality, whose email address is included in most customer communications, including the order acknowledgment. The Director of Quality reports all customer feedback to the Top Managers and Department Managers at SHI. As necessary, she will respond to the customer's comment, will assign a corrective action, and will follow-up with the customer to ensure that the issue has been resolved.
- Customer-specific Satisfaction Surveys—Some SHI customers require that we provide customer satisfaction surveys to their employees. In these instances, SHI creates a customized survey that specific reflects the products and services we provide to that organization. The Dedicated Account Team is responsible for submitting the surveys and the results are sent directly to the Director of Quality.

Most recent results of the SHI customer satisfaction survey Our most current survey results are from based on 366 respondents, representing a 7.32% response rate. The customers rated the following categories on a scale of 1-5, with 1 representing "poor" and 5 representing "excellent". The average scores are as follows:

- Knowledge/Attitude 4.35
- Response Time 4.27
- Delivery Time 4.16
- Overall Satisfaction 4.27

The following are the results from one of our customer-specific surveys. However, SHI is keeping the customer name confidential. This survey has a scale of 1-3 with 1=not satisfied, 2=satisfied, and 3=very satisfied. The following results are based on 28 respondents.

- Overall Satisfaction with SHI 2.82
- Ease of doing business with SHI 2.76
- Knowledge/Attitude of Sales Staff 2.93
- Product/Pricing Information 2.43
- Response Time 3.00
- Product Delivery Time 3.00



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9. We have requested information about optional reports (Question #4), about functions you could serve to assist in more complicated configurations (Question #6), and in providing extra value possible given the potential magnitude of this solicitation (Question #7). Please use this item as an opportunity to describe other value-added services you can provide that were not specifically required in this solicitation, but are consistent with its intent. Please advise the cost for the services you describe in the Offeror – Pricing attachment, or advise if they are included at no additional cost.

SHI Response:

POLARIS—SHI Software Asset Management (SAM)

Polaris ensures that a customer's license position, software inventory, automated tools and processes reflect those defined by the industry's best practices. Pricing is dependent upon the scope of work, number of Publishers, and number of desktops.

Software Asset Management is a top priority for SHI customers, and therefore is a top priority for SHI. However, it remains a very broad topic with a myriad of questions, problems, and solutions. As with all of SHI's services, we offer a wide spectrum of services, from which our customers can select specific aspects of our solution for integration with their own asset management initiatives or utilize SHI's services as an end-to-end Asset Management Solution. Applicable costs will depend upon the scope of work and services selected.

Step 1—Get Organized with Polaris Renewal Organizer—the customer provides SHI with contract information and we populate our database to provide contract & task reminders, manage milestones, and to create a calendar timeline accessible by the customer on our web site.

Step 2—Gather Data regarding your InstallPosition—On a monthly basis, using either POLARIS Discovery or POLARIS Connect, customers can feed inventory to the SHI Polaris system for monthly refreshes of their inventory. Data feeds can be fully automated, partially automated, or entirely manual at the customer's discretion. Upon receipt of customer inventory data, SHI will de-duplicate, clean, and normalize the inventory data. Compiled inventory reports will be published to the secured POLARIS Portal so the customer can access, sort, and filter their own inventory results throughout the month. All reports can be downloaded in standard file format.

Polaris Discovery

A light, agent-based software discovery tool, Polaris Discovery is easy-to-use and provides a solid starting point for any organization looking to establish a long-term SAM strategy. Because it focuses on a read-only collection of software inventory information (and doesn't distribute software, patches, etc.), Polaris Discovery has minimal impact on PCs, servers, the network or users.

The Polaris Discovery database provides a complete and accurate view of the software deployed throughout your environment at all times. It also captures the hardware profile of the PCs/servers on which your software runs, making overall IT asset management a seamless part of your infrastructure.

Polaris Connect

Polaris Connect provides an easy way to gather inventory information from your existing software or configuration management system and feed it into the Polaris InstallPosition process. For organizations with good inventory processes in place, Polaris Connect taps into your information and formats it for the Polaris process. The entire process can be scheduled and automated to streamline data collection.

Step 3—Understand your entitlements with LicensePosition—On a monthly basis, SHI will import purchase data from SHI's procurement and order management system. Where appropriate, possible, and available, SHI will also collect purchase information accumulated by manufacturers and load it to the Polaris system. For software not purchased through SHI or a connected software manufacturer, the customer can provide properly formatted data files for import to the Polaris system. Upon receipt of all purchase data, SHI will clean and normalize all purchase records. By accounting for maintenance expirations, upgrades, FPP/OEM limitations, and a variety of other entitlement issues, SHI will calculate the customer's entitlements and publish license information to the POLARIS Portal. The customer can then assess, sort, and filter their own license results throughout the month. All reports can be downloaded in standard file format.

Step 4—Reconciliation & Gap Analysis—Each month the SHI Polaris team will bring the InstallPosition together with the LicensePosition and apply the appropriate downgrade and other entitlements to develop the GapAnalysis, or the compliance position. This report will identify where the customer has license shortfalls (which may need to be trued-up) or license surpluses



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(which might be eligible to be recycled through SHI's License Redeployment Management Service – LRMS). In either event, the customer has the needed facts upon which to base software planning and business decisions. As with the other SAM reports, monthly GapAnalysis results will be securely published to the POLARIS Portal where they can be accessed, sorted, filtered, and downloaded throughout the month.

Polaris Baseline—allows your organization to make informed strategic decisions regarding license contracts, maintenance renewals, and software procurement. The goals are to save money, reduce compliance risk, and recycle software assets. SHI provides this one-time review of our customer's Microsoft assets to our Microsoft EA customers at no charge. The deliverables include the InstallPosition, LicensePosition, and GapAnalysis.

*Please see screenshots attached in POLARIS Asset Management Screenshots – SHI.doc.



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

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(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

Instructions: Complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. *Please note: Please respond to all questions, even if your answer may be 'Not Applicable'.* Label your response "Questionnaire-Qualifications-companyname" and indicate the question number that is being addressed. Your narrative response is limited to 15 pages. All attachments under this header should be labeled, "Questionnaire-Qualifications-companyname-Attachments". Attachments are not included as part of the page total. Responses should be comprehensive but concise, addressing specifics with minimal extraneous information. Charts and graphs may be utilized to outline specific information, such as an organization chart or current client list, where appropriate. All materials must be in electronic format that can be received in ProcureAZ, the State of Arizona's electronic procurement system (See Special Instructions). **ANY NARRATIVE LANGUAGE RECEIVED IN EXCESS OF THE PAGE QUANTITY INDICATED WILL NOT BE CONSIDERED AS PART OF THE PROPOSAL.**

QUALIFICATIONS:

- Provide an overview of the organization, including its structure, number and location of offices. Include an organizational chart to show the lines of responsibility at the highest levels. Provide a short history of your organization. Include number of years in business, industry awards, and corporate trade affiliations (publisher certifications are addressed in #2). This solicitation is for the products and services offered by a Software Value-Added Reseller (SVAR (Yes/No)). Is your organization a SVAR? If not, please describe the nature of your business (e.g., LAR)

SHI Response:

Yes, SHI is a Software Value Added Reseller, as well as a value added reseller for IT hardware and peripherals.

Constantly growing in response to the needs of our customers in all sectors and verticals, SHI has transformed itself from a \$1 million "software-only" regional reseller into a \$4 billion+ global provider of information technology products and services. From software and hardware procurement to deployment planning, configuration and data center optimization, SHI offers custom IT solutions for every aspect of your environment.

In 1989, Thai Lee and KoGuan Leo, the current owners, purchased and incorporated SHI International Corp. in the state of New Jersey. SHI is a privately held company and is the largest Minority and Woman-owned company in the United States. As the majority owner of SHI, Thai Lee is President and CEO and is involved in the day-to-day operation of the company. SHI's status as both a minority business enterprise (MBE), as well as a woman business enterprise (WBE), provides an additional benefit to those companies that wish to recognize both MBE and WBE spend in their diversity programs.

Dynamic, scalable, innovative solutions delivered with world class customer support have made us the complete IT solution provider we are today. SHI's dramatic growth is completely organic and the result of long-term relationships forged with our customers. We continue to receive the highest of customer satisfaction ratings because we deliver Innovative Solutions and World Class Support.

SHI has held State-Wide Software and Hardware Contracts for the past 20 years. From our first award; the State of Texas Wordperfect Contract to our most recent, becoming a Software VAR for the Commonwealth of Massachusetts 6-State Consortia Contract, SHI is continually improving our offering for State and Local Government Customers. SHI has held many large State-Wide Contracts for over 5 years and some more than 10 years. We have long standing relationships with the States that we are chosen to work with and we create partnerships with these states to help identify their needs and build custom support plans to provide the IT Solutions that their agencies, cities and school districts need. We understand that your reseller must meet the needs of the State Contract Procurement Office and the needs of each individual agency, city, county or municipality. Instead of making the procurement needs of the state fit our offering, we customize our procurement offering and resources depending on your needs.

SHI's President/CEO, Thai Lee, takes an active role in running the company. Additionally, she has empowered the Directors to make executive level decisions and the Account Executives to make decisions that affect the support of their accounts.

While SHI operates with a relatively flat organizational structure, allowing the Account Executives to manage their customers, SHI provides a dedicated and specialized organization for the support of our State & Local Government and Education Customers. The Account Team structure ensures that SHI supports the requirements at the statewide level and upholds the contract terms and conditions, while meeting the unique needs of the local entities. Each of the Account Executives and Business Development Managers specializes in supporting a specific type of customer, whether a State Agency, Local Government, K-12, or Higher Education.



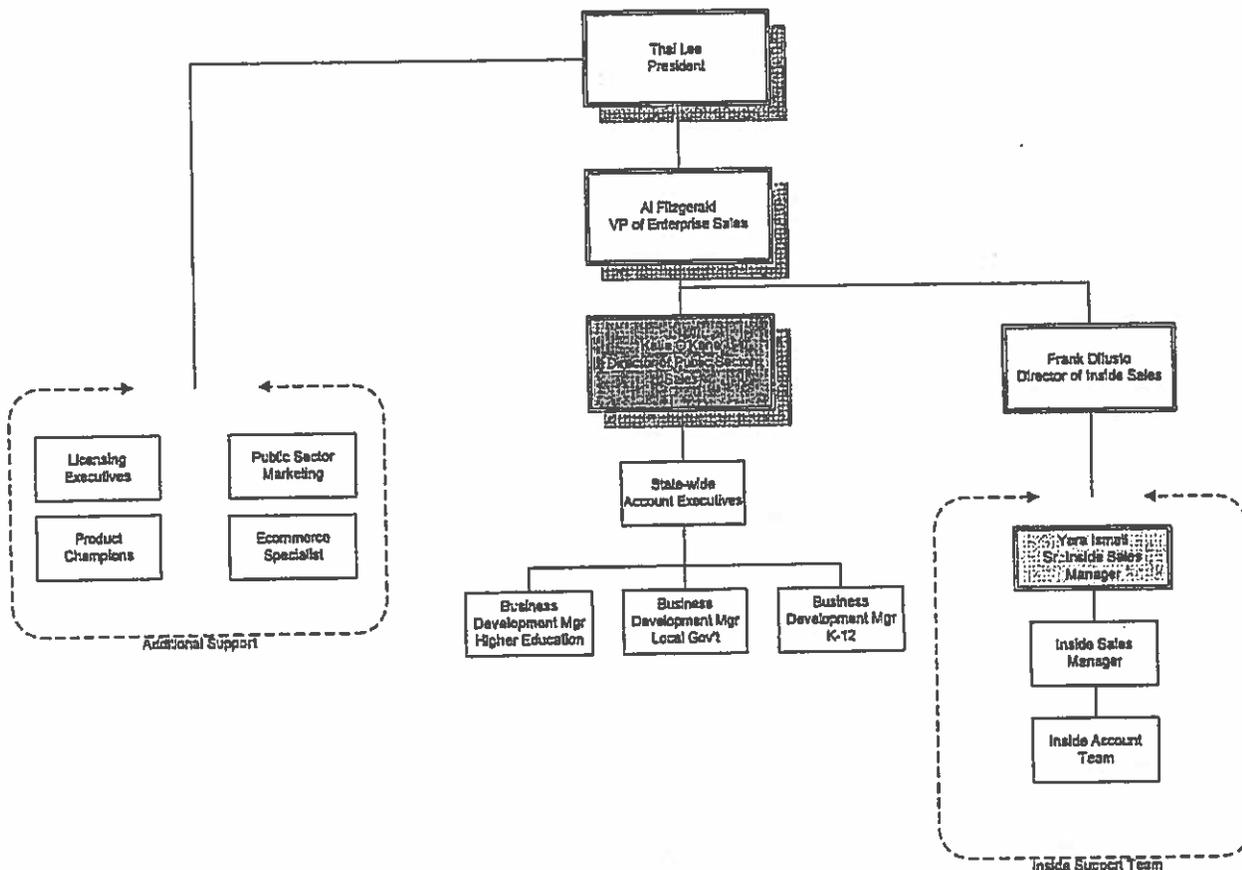
Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

The following organizational chart provides an overview of the structure. SHI provides details of the Account Teams for the WSCA states in the appropriate area of our proposal.



Worldwide Locations

Headquarters
33 Knightsbridge Rd.
Piscataway, NJ 08854

Integration Center/Warehouse
200 Varga Lane
Somerset, NJ 08873

Satellite Sales Offices

Atlanta, GA
Boston, MA
Dallas, TX
Houston, TX
Kansas City, KS
Minneapolis, MN
Philadelphia, PA
Reston, VA
San Francisco, CA
St. Louis, MO

Austin, TX
Chicago, IL
Denver, CO
Indianapolis, IN
Los Angeles, CA
Nashville, TN
Phoenix, AZ
San Diego, CA
Seattle, WA
Tampa, FL

Awards & Recognition

2011
⇒ Wolters Kluwer Maximum Value Award



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2010

- ⇒ Boeing Silver Performance Excellence Award
- ⇒ 2010 Dell Partner of the Year
- ⇒ McAfee 2010 Corporate Reseller Partner Award
- ⇒ Forbes List of America's Largest Private Companies
- ⇒ Supplier of the Year, PA-NJ-DE Minority Supplier Development Council
- ⇒ Distinguished IT Supplier: SHI Canada, Business People's Choice Award, 2010
- ⇒ RSA SecureID Partner of the Year
- ⇒ Outstanding Commitment to Websense, 2010 Websense All-Star Partner Awards
- ⇒ DiversityBusiness.com's Largest Diversity Owned Business in the United States Award
- ⇒ HP's Partner in Excellence Award for Enterprise Storage, Servers, and Networking Cross-Portfolio Revenue Growth
- ⇒ Microsoft Excellence in Operations Award

2009

- ⇒ Symantec LAR of the Year
- ⇒ Microsoft Operational Excellence Award
- ⇒ Panasonic Reseller of the Year
- ⇒ Verizon Supplier of the Year
- ⇒ Verizon Supplier Recognition Award: Green Sustainability
- ⇒ Canada's Business People's Choice Award—Distinguished IT Solution Provider
- ⇒ Forbe's List of Top 500 Largest Private Companies

2008

- ⇒ Verizon Supplier Excellence Award, in recognition of overall executive of and achieved cost-savings through implementation of our asset disposal program
- ⇒ HP New Value Award for delivering thought leadership to Global Supply Chain Services with Innovative services that provide value to HP.
- ⇒ Microsoft DDPS Award in recognition of our ongoing commitment to performing DDPS engagements and our excellence with desktop deployment services for customers worldwide.
- ⇒ Microsoft Excellence in Operations Award
- ⇒ Marketing Excellence Award from Microsoft Public Sector Summit
- ⇒ NY/NJ SMS&P Partner Enablement Award from Microsoft
- ⇒ NY/NJ SMS&P General Manager Award from Microsoft
- ⇒ O C Tanner Outstanding Supplier in Software/Hardware Category based on criteria such as on-time delivery, quality of product, participation in cost savings, & overall customer service
- ⇒ The City of Jersey City, Dept of IT/Telecomm gave SHI Best Score Rating
- ⇒ SHI ranked 39th out of 500 on the VAR Business 500
- ⇒ Boeing Pride Award for outstanding customer service
- ⇒ Minority Supplier of the Year from the NY/NJ Minority Supplier Development Council

- Using Excel file 'Questionnaire–Qualifications, RepPublishers', please advise of the publisher accounts for which you are an authorized reseller. Using this same Attachment, advise of those publishers for which you are not an authorized reseller, and briefly explain why you are not a reseller for those publishers. A contract requirement states that the Contractor must agree that there are no software publishers with whom they would refuse to do business if the Software Publisher is willing to do business with them. Please affirm that you agree with this requirement or state your objection and provide an explanation for requesting a modification of this requirement, providing names of publishers your organization would not represent and the reasons why. Provide written proof of your reseller status (certifications) with individual publishers as attachments to your response.

SHI Response:

SHI agrees with the requirement. We will not refuse to do business with any Software Publisher that is willing to do business with SHI and agrees to the standard reseller agreement. SHI has completed the Questionnaire-Qualifications, RepPublishers document and included the Letters of Authorization certifying SHI as a reseller. There are only a few Publishers which SHI is not currently authorized to resell their products. We will continue to work with these Publishers to become authorized for the WSCA Contract after award of contract.



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- Describe the company's experience and expertise providing the following services.
 - a. License Management
 - b. Account Management (assume 'accounts' as equivalent to a state contract, and to a using municipality)
 - c. Training
 - d. Software Consultation
 - e. Other (Specify)

SHI Response:

a. License Management

SHI has been providing software fulfillment since our inception in 1989. We were among the first of the software resellers to develop the tools and resources needed to support the Publisher Volume Licensing Programs and have been selling the Microsoft Select and other software volume license programs since they were introduced. Today, SHI provides a team of more than 75 dedicated Licensing and Software Product Specialists.

SHI's Help Program was introduced to ease the burden many organizations face in the management of the varying requirements of the Publisher's Volume License Agreements. SHI understands that there is more involved to successfully implementing a Volume Program than just signing the contract. Each publisher has a different set of terms, conditions and requirements, leaving the customer with the burden and expense of putting resources in place to manage their license programs.

The goal of our program is to allow our customers to realize the benefits and cost savings from these agreements without having to change their internal processes and/or workflow. Help will incorporate any of your pre-existing license agreements with license programs from smaller publishers in order to establish a single source of information and minimize your license tracking requirements. Help will integrate the requirements of the Publisher's Licensing Agreements with your procurement process to maximize the benefits.

SHI manages the various licensing agreements for our State and Local Government and Education customers through the integration of our systems and working with our Software Volume Licensing Team. When SHI acquires a new existing contract, we obtain the detailed information about the agreement and contracts from the Publisher. That information is input to our EMS System (Entitlement Management System), where important information about the Contract is verified and stored and utilized for the entire sales process. SHI's Contract Catalog is created from the EMS information, based on your Contract Price Markup. The EMS System is also integrated with our Order Entry System (AX) to ensure validation of agreements and enrollments at the time each order is processed.

Detailed & Accurate License Tracking:

Our tracking abilities will relieve your burden of managing your purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

The process begins with the creation of part numbers within SHI's system. Each of SHI's SKU numbers have various attributes associated with them—among them are Product Type, Manufacturer Name, Program Name, Program Level, and Pool. These attributes trigger the license purchase process within our order entry system. So, our system knows that products that have Types of "License Only", "Maintenance Only", or "License with Maintenance" are non-deliverable items. In addition, each SKU is identified according to the manufacturer name, Licensing Program name, Purchasing Level, and Pool, as applicable. An example is Manufacturer=Microsoft, Licensing Program=Select Plus, Purchasing Level=D, Pool=Systems. The price for this SHI SKU will always reflect the current price for the product purchased under the Microsoft Select license at purchasing level D.

The next step within the process is to identify those customers within our order entry system who have License Agreements. Once the contract has been processed with the manufacturer, the SHI Licensing Representatives link the customer's account key in SHI's order entry system to the appropriate licensing agreements, including the contract number, enrollment number, purchasing level, the anniversary dates, and the maintenance dates. The customer's Account Executive works with the Licensing Representatives to ensure that all contract data is accurate. By identifying this information at the account level, SHI ensures the accuracy of our data capture and reporting to both the customer and the Software Publisher.

Once those steps have been completed, your SHI Inside Account Manager can process orders within SHI's systems. Using the data described above, SHI's order entry system compares the customer account to the SHI SKU and validates that the order is being entered correctly.

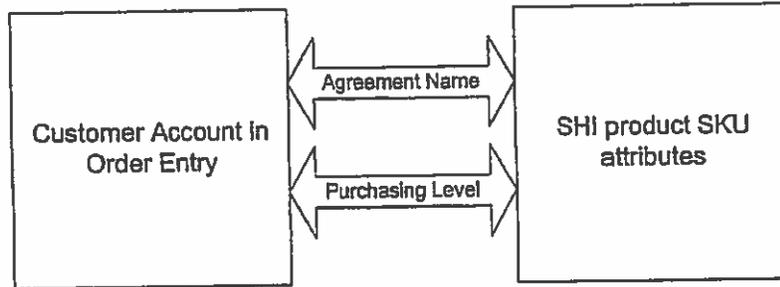


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Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, Maintenance Expiration Dates are tracked, to give prompt, pro-active notification to each agency for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification is implemented for all Programs or Maintenance purchases made through SHI, whether supported by a Volume License Program, or other maintenance program.

SHI's License Tracking System, combined with the knowledge and experience of our Inside Account Managers, ensure that each agencies orders are processed and reported to the manufacturer accurately. If a customer submits an order to SHI for a product under the incorrect licensing program, your Inside Account Manager will work with the customer to correct the order. In addition, if the customer submits an order for a license that is covered under an Enterprise-type Agreement, your Inside Account Manager will explain to the end user that he is already licensed and how to obtain the media or a download of the product.

From our AX System, individual license confirmations are sent and the data is feed to our BI system which outputs our customer's software asset management reports.

b. Account Management

SHI has always held the Dedicated Account Team as the core of an effective customer service strategy. Each State has a dedicated Account Executive and Inside Sales Team that understands the organization of the state and it's contracts and procedures. SHI started out 20 years ago with a 1:1 team dedicated to the entire state, and we have expanded our State Government and Education teams to better support the needs of the state, as well as each individual agency and entity. In most states, SHI will have a Government and an Education Field Account Executive who will meet with the State and its entities to discuss and review their software licensing agreements and changes to the programs, their purchasing rules and regulations and their processes. The Account Executive is responsible for the overall relationship with the customer and putting together a support plan for the team to execute. SHI has also developed Regional Directors/Managers who mentor and support the Field Account Executives. These Regional Directors/Managers have been with SHI for an average of 10-12 years supporting State and Local Government and Education customers.

SHI currently has an Account Executive for every state, but if awarded a contract with WSCA, we would further develop these teams to support the needs of each individual customer, as we have in our largest contract states, Texas (over 10 Account Executives), Florida (over 12 Account Executives), New York (3 Account Executives), California (5 Account Executives). These Account Executives support one vertical (State, Local, K12 or Higher Education), and a particular region of the state.

The Inside Sales Teams are responsible for the day to day transactions of the state's agencies and entities: Pre-Sales Support and Product Advice, Quotes, Processing Orders, Order Status, Website Walkthrough's, Customer Support and Returns, Product Key and Media Support, and all other Customer Service inquiries. Our Inside Sales Teams consist of a dedicated or lead IAM and a team to support the state. Our SLA's for our Inside Sales Teams are a 4-hour response or requests or inquiries, 24 hour follow up notifications or items or issues that take a longer time to resolve, and 24 hour processing on all orders.

SHI has created email alias for most state teams to track and monitor the day to day flow of requests and inquiries and SHI's response to our customer's requests. This system ensures and first in – first out response and allows our Inside Sales Managers to monitor their teams performance.



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SHI's Inside Sales Teams have regional Managers that support, train and assist our Inside Account Managers with escalations or issue resolution. SHI currently has 5 Inside Sales Managers that support 75 Inside Account Managers.

c. Training

For the past 20 years, SHI has been providing training services surrounding our services, the volume license programs, our web site, and IT procurement.

- One to One Meetings – SHI's field Account Executives meet with our customers on a regular basis to discuss SHI's Systems and Services, and the Software Volume Licensing Agreements and Changes. The onsite meeting is our most regularly practiced training environment. These meetings regularly include the Publisher Representative or Technical Engineer who can supply additional technical expertise to the customer.
- Events and Trade Shows – SHI conducts trainings at State-Wide events and Vendor Shows. These trainings include SHI's Systems, Deep Dive into a Publisher Licensing Program, and Technology Discussions around Virtualization Offerings, Security, and the Cloud.
- SHI Newsletter – SHI provides two newsletters to our customers which provide ongoing information about Products and Solutions, Promotions, Program Changes, and Technology Advancements.
- Webinars—Volume License Programs, Product Releases, customized for the State
- Web Site Training – monthly training conducted to assist customers with how to set up an account, search for products, filter their results, create quotes, purchase online, track their purchases and download reports.
- Quarterly Business Review Meetings – SHI has created a QBR format which allows our Account Teams to meet with customers monthly, quarterly, or annually to discuss their current spend and contracts, changes to Publisher programs or IT initiatives that may present new opportunities for cost savings.

Additionally, SHI provides product training through our valued partner network. SHI's partners are part of our ecosystem with our customers, and we work closely with our partners to provide information to our customers about upcoming partner-led events and showcases.

d. Software Consultation

SHI's core competence is being a Software Licensing Advisor to our customers. SHI's State and Local Government and Education practice is over 70% Software Volume Licensing. SHI's Account Executives and Software Volume Licensing Team assist our customers in fully understanding their current agreements and to identify opportunities to negotiate new Software Volume Licensing Agreements. By understanding our customer's current and future needs for products and solutions and areas for growth, we are able to make suggestions, create proposal and comparisons of publisher's programs, and assist our customers in negotiating enterprise-wide agreements with publishers. SHI tracks quote and purchase history on a regular basis to identify opportunities for an specific agency or entity, as well as the cumulative effect of the entire state's quotes and purchases to identify opportunities for consolidation of purchases to reach a higher level purchasing program.

For an individual agency, SHI would review the requests for quote that we receive. If the purchase qualifies for a volume license program not identified by that agency, we would advise the agency how to qualify for the program, along with any contracts needed to enroll in that program. An example would be a customer that requests Adobe Licensing under the TLP Program, but the purchase would qualify for the Adobe CLP Program, which would give them a higher discount. We would show them the two program quotes, and supply the information for how to enroll in the CLP Program. For programs like the Microsoft Enterprise Agreement, we would provide a report analysis of the customer's spend under the MS Select Agreement, and show the pro's and con's of each program. We would also identify certain times when the MS Enterprise Agreement may be of more interest : upgrading desktops to a new version of software, software assurance renewal, etc.

For the State Procurement Office, SHI would review the state's quotes and purchases on a regular basis and through our Quarterly Business Reviews, identify areas of the contracts where the state can leverage their purchasing power to negotiate higher discounts on their current agreements, or identify new quoting activity that if consolidated could allow the state to enter into a new licensing program that could save them money and better manage their purchases and renewals. SHI, being the center spoke of your IT Software Purchases, can gather information and intel across the entire state's purchasing departments (state agencies, cities, counties and education entities) to present options for collaborative purchasing. An example would be where SHI captures data to show that a few entities have asked for a quote on a particular software item. Individually, those items purchased do not



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receive a discount, but if purchased together, would qualify for a volume license program or a larger discount level. SHI would discuss the opportunity with the State Procurement Office and assist in the bundling of the the purchases to the publisher to qualify for the discount. SHI identifies new or growing publisher lines and third party publishers that are used by multiple agencies to present and assists the state in negotiating and setting up new programs that all entities can use for their purchases.

For WSCA, SHI's goal is to delivery the same SVAR services in identify opportunities to individual agencies within a state, identifying opportunities State-Wide, and identifying opportunities and negotiating contracts with the publishers for WSCA to reach higher level discounts with these programs. Today, publishers have various Software Volume Licensing Agreements and Discount levels with each state. For this WSCA Software Contract to be most successful, SHI would need to identify opportunities for WSCA to negotiate better agreements with each publisher, or negotiate that the best Volume License Agreement currently offered for one state can be utilized for any state participating in the WSCA contract.

e. Other - Services

SHI has been providing Services to our customers since inception. The initial services entailed assistance with procurement processes, reporting of license purchases and customization for each customer for the procurement of their standards with customer specific catalogs, e-commerce solutions, reporting, order processing and invoicing per the unique requirements of each customer.

In the last 10 years, SHI has evolved as a Services Organization. Today, our ESS organization provides services to our customers to assist with Assessments, Pre-Sales Consulting, Integration of Solutions, and Cloud Services. SHI has provided the following services for our State and Local and Education Customers: Security and Virtualization Assessments, Onsite Integration Services for Exchange and Sharepoint Implementations, Seat Management, Software Asset Management, Configuration of VDI Solutions, and many others.

7. 4. Clients

- a. Provide information on your current government client list. In addition, explain the services you provide to each client and how long you have been working with each one.

SHI Response:

SHI was incorporated in 1989 and we been working with State and Local Government Agencies since 1992. Our first state contracts were with State of New Hampshire, State of Connecticut and State of Texas, and we continue to be a prime vendor for these states today. Over the past 20 years we have built a significant business and contract base with State and Local Governments. Today, SHI holds IT Contracts with over 30 States, a majority of these contracts are for SVAR Services. Attached is SHI's current list of State-Wide or Education Consortia IT Contracts.

Customer	Contract Number	Contract Name	Manufacturers Included	Number of Years Working with SHI
State of Alabama	T040	T040	Microsoft	4
State of Arkansas	SP-09-0208	Software LAR	Microsoft, Adobe, CA, Corel, IBM/Lotus, McAfee, Oracle, Symantec, Trend Micro	9
Regents of the University of California		Regents of the University of California	Microsoft, Adobe, Symantec, McAfee, FileMaker, & all other software titles	4
State of California	SLP-08-70-0003P	Microsoft SLP	Microsoft	10
State of California		Riverside Enterprise Agreement	Microsoft	10
CT Community Colleges System	S0-52-08	CT Community Colleges System All Software	All Software	15
University of Connecticut	UC-10-B001652-3	Network and Security Software	All Software	15



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State of Delaware	GSS10228	GSS10228-SOFTWARE	All Software excluding Microsoft	1
State of Delaware	GSS10228	Microcomputer Software Contract GSS10228	Microsoft	1
State of Florida	252-001-09-1	252-001-09-1 (Microsoft License, Maintenance, and Services)	Microsoft	11
State of Florida	252-030-09-ACS	252-030-09-ACS (Commercial Off-The-Shelf Software)	Adobe, Corel, McAfee, Oracle, Symantec, Trend Micro	2
State of Idaho	SBPO1290	Microsoft Enterprise Software Advisor	Microsoft	3
State of Kansas	7359	Software LAR	All Software	6
State of Kentucky	MA7581100000301	Enterprise Software Agreement	All Software	1
State of Louisiana	01E61790	01E61790 (Microsoft Enterprise Agreement)	Microsoft	8
State of Louisiana	01H35303	01H35303 (Microsoft School Agreement)	Microsoft	8
State of Louisiana	01S63345	01S63345 (Microsoft Select)	Microsoft	8
State of Louisiana	125797	125797 (Novell MLA)	Novell	8
State of Louisiana	3-DF63DL	3-DF63DL (McAfee)	McAfee	8
State of Louisiana	5040342	5040342 (Microsoft Select)	Microsoft	8
State of Louisiana	92346	92346 (IBM Software)	IBM Software	8
MEEC	MEEC 85123	MEEC 85123 (Symantec)	Symantec	6
State of Maryland	060B9800011	060B9800011 (COTS Software Master)	All Software	8
NERCOMP	N/A	NERCOMP	Microsoft, Adobe, Parallels, Nuance	10
State of Massachusetts	ITS42	ITS42	All Software (except MS)	1.5
MHEC	MHEC MC10-F04	MHEC MC10-F04	All Software and Hardware	10
State of Minnesota	436392	436392 (Computer Hardware, Software and Maintenance)	All Software and Hardware	11
State of Montana	SPB07-1408F	SPB07-1408F (Microsoft Select)	Microsoft	5
State of Montana	SPB10-1788J	SPB10-1788J (Software Reseller)	Adobe, RIM/Blackberry, ESET, Hummingbird, Mindjet, Techsmith, VMware, Symantec, Citrix, Quest, and Red Hat	2
State of Montana	N/A	Adobe CLP	Adobe	2
State of Montana	N/A	Microsoft Academic Select	Microsoft	5
State of	N/A	Microsoft Student	Microsoft	5



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Montana		Select		
State of New Hampshire	855238	855238 (All Software)	All Software	18
State of New Jersey	ITS 42	ITS 42	All Software (except MS)	1 year with this contract, but we have held contracts for the last 15 years
State of New Jersey	77560	M-0003 Misc Software	All Software except Microsoft	2 year with this contract, but we have held contracts for the last 15 years
State of New York	S960275E.1	S960275E.1 - IT Services	Services	8
State of New York	CMT 339A	CMT 339A (Consulting, Systems Integration and Ongoing Services)	Services	8
State of New York	PS59097	PS59097 (McAfee)	Mcafee	8
State of New York	PT65193	PT65193 (Misc Software)	Multi-vendor Software (excludes CA, Citrix, HP, IBM, Trend Micro, Microsoft, Novell, and others)	8
State of New York	PT64417	PT64417 (Novell)	Novell	8
State of North Carolina	208H	208H (Microsoft)	Microsoft	6
State of North Carolina	208M	208M (EndPoint Security Software)	Symantec, McAfee	6
North Dakota University System	N/A	Higher Ed (Microsoft Select/Campus, Adobe, McAfee)	Microsoft, Adobe, McAfee	
North Dakota K-12 Edutech members	N/A	K12 Districts (Microsoft Select/School)	Microsoft	
State of Ohio	0A07004	0A07004 (Microsoft)	Microsoft	8
State of Ohio	UN10-047	UN10-047 (Microsoft Select and Campus Agreement)	Microsoft	8
State of Oklahoma	SW70120	Microsoft	Microsoft	8
State of Pennsylvania COSTARS	006-090	COSTARS Software Contract	Misc Software	2
PEPPM	52193	PEPPM (M86 Security, Inc. and General Software and Hardware)	M86 Security, Inc. and General Software and Hardware	2
PASSHE	Unknown	Microsoft - Academic Select Enrollment Agreement	Microsoft Select	2



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PA K12 Charter Schools	N/A	PA Charter School Consortia	Microsoft	2
State of Rhode Island	MA-227	MA-227 Software Reseller	All Software	1
State of South Carolina	4400000323	4400000323 (Microsoft)	Microsoft	6
State of South Carolina	4400000147	Software License Manager	Adobe, Autodesk, Attachmate/WRQ, BMC, Borland, B.O., Corel, Diskeeper, Embarcadero, Filemaker, Humminbird, LANDesk, NetIQ, Netmanage, Quest, RedHat, RSA, Symantec, Trend Micro, Websense	3
State of South Dakota	N/A	Microsoft, Adobe, Symantec	Microsoft, Adobe, Symantec	4
ESC Region 19 Coop	Sep-24	ESC Region 19 Microsoft	Microsoft	15
State of Texas	DIR-SDD-1009	DIR-SDD-1009 – Software Products and Related Services (2069 software publishers included)	Misc Software (2069 publishers)	15
State of Texas	DIR-SDD-1034	DIR-SDD-1034 – Novell and IBM Products and Related Services	Novell, IBM	15
State of Texas	DIR-SDD-600	DIR-SDD-600 – Symantec Products and Related Services	Symantec	15
State of Texas	DIR-SDD-908	DIR-SDD-908 – Deliverables Based IT Services	No Manufacturers - all deliverables-based IT Services (DBITS)	15
TCCTA	Unknown	TCCTA Adobe CLP	Adobe	10
State of Texas	P00114	PACE	All software, hardware, and IT services including Microsoft Select (Gov & Acad), Adobe CLP (Gov only), and Nuance Advantage (Acad only)	5
Harris County Department of Education Purchasing Coop	Harris County Dept of Education	RFP 10/009LB-11	Multi-Vendor	15
State of Utah - Academic	MA1694	MICROSOFT SOFTWARE (ACADEMIC ONLY)	Microsoft	8
State of Utah (non-Academic)	AR2081	MICROSOFT SOFTWARE (NON-ACADEMIC SELECT 6.1 AGREEMENT)	Microsoft Select	8
State of Vermont	17915	Software /Software Services	All software	1
State of Vermont	ITS42	ITS42	All Software (except MS)	1
State of Virginia	VA-090202-SHI	VA-090202-SHI (COTS Software, Toshiba Laptops)	COTS Software, Toshiba Laptops and Misc Peripherals	5



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

		and Misc Peripherals)		
State of Virginia	VA-070907-SHI	VA-070907-SHI (Microsoft Select, Academic Select, EA, Campus Agreement)	Microsoft	5
Washington State Board for Community and Technical Colleges (SBCTC)	60331	060331 (Microsoft)	Microsoft	7
State of West Virginia	ENTPRZ	ENTPRZ08 (Microsoft EA Only)	Microsoft	7
CICPG (Big 10 Conference Schools)	GPF010607CICPC	CICPG, Big Ten Conference Schools GPF010607CICPC (Symantec)	Symantec	4
State of Wisconsin	15-20800-501	15-20800-501 (All Software)	All Software	4
State of Wisconsin	15-20890-605	15-20890-605 (Websense Software)	Websense	4
State of Wyoming	N/A	Adobe CLP	Adobe	6
State of Wyoming	N/A	Microsoft Academic Select	Microsoft	6
State of Wyoming	N/A	Microsoft Student Select	Microsoft	6

b. List government contracts you have gained over the past three years and provide an explanation of why your company was chosen.

SHI Response:

State of Massachusetts ITS14 Contract – October 2009. SHI was added to the Commonwealth of Massachusetts's ITS 42 Software Reseller Contract during the final year of this contract. SHI was awarded based on our response to the original RFR, pricing and service levels and experience.

State of Massachusetts ITS42 Contract – July 2010. SHI was awarded a contract when the Commonwealth of Massachusetts went out to RFR in 2010 for a new Software Reseller Contract. SHI was awarded again based on our pricing, experience, service levels, and references.

State of New York ITS42 Contract – July 2010. SHI was re-awarded a contract with the State of New York OGS Division for Software Reseller, based on the Commonwealth of Massachusetts Contract. SHI had been a vendor for the State of New York since 2002, and we were re-awarded the contract based on our Pricing, Support, Experience and Software Volume Licensing Expertise.

State of New Jersey M0003 Contract – July 2010. SHI was awarded a contract with the State of New Jersey based on the Commonwealth of Massachusetts Contract. SHI had been a software reseller for the State of New Jersey on previous contracts: Corel Licensing Agreement, Novell MLA Agreement, Microsoft Enterprise Agreement over the previous 10 years. These contracts were consolidated when the State of New Jersey chose to use the Commonwealth of Massachusetts Contract in the fall of 2008. The State of New Jersey chose to do a multiple award with the new contract rather than sole source and added SHI as their Software VAR. SHI was chosen based on our previous relationship and work with the State of New Jersey, experience and pricing.



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

State of Vermont – ITS42 Contract – Fall 2010. SHI was added to the State of Vermont Software Reseller contract based on the Commonwealth of Massachusetts. SHI was chosen based on our local presence and experience in working with surrounding states software agreements, pricing and support.

State of Rhode Island – ITS42 Contract – Fall 2010. SHI was added to the State of Rhode Island Software Reseller contract based on the Commonwealth of Massachusetts. SHI was chosen based on our local presence, pricing and experience.

Commonwealth of Kentucky - MA7581100000301 – Fall 2010. SHI was awarded the sole source contract for Software Reseller for the Commonwealth of Kentucky. SHI was awarded based on experience within Kentucky, pricing, support, Software Asset Management, relationship with Publishers and expertise.

State of Delaware - GSS10228 – 2011. SHI was awarded a contract with the State of Delaware for Software Reseller, based on our contract with the State of Wisconsin. SHI was awarded this contract based on our experience, pricing and support and references.

State of Utah - AR2081. SHI was awarded the Microsoft Software Reseller Contract with the State of Utah in 2010. SHI was awarded this contract based on price, support and our experience in working with the State of Utah.

State of Florida - 252-030-09-ACS. SHI was awarded a contract for all Software Volume License Agreements (In addition to the Microsoft LAR Contract that we currently held) . SHI was awarded this contract to assist the State with their other Volume License Agreements. SHI was awarded based on our exceeding the needs of the State of Florida with their MS Agreements, Support and Software License Advisor and Procurement support.

State of Wisconsin - 15-20800-501 Software. SHI was re-awarded a Software Reseller Contract for the State of Wisconsin. SHI had previously held a contract for software titles, but not including the Microsoft Agreements. With this new contract win in 2010, SHI was awarded a contract for Microsoft and All Other Software. SHI's experience in working with the State of Wisconsin, our Customer Service, Account Management and Licensing Expertise were the reasons that we were awarded.

- c. List government contracts you have lost or resigned over the past three years and provide an explanation of why your company lost or resigned these accounts.

SHI Response:

State of New Jersey Microsoft Enterprise Agreement (June 2004 – September 2008). SHI held the first Microsoft Enterprise Agreement in the State of New Jersey. After four years, the State of New Jersey decided that they needed to consolidate all of their Software Contracts and determined they wanted to use the Commonwealth of Massachusetts Software ITS14 Contract to consolidate. SHI's contract was terminated for convenience, not service. SHI was re-awarded a Software Contract with the State of New Jersey in July 2010 under the new ITS42 Software Reseller Contract.

SHI has not lost or resigned any other active Government Contracts in the last three years.

- d. If you have no government clients, note this in your response and answer questions A, B, and C based on non-government clients.

SHI Response:

Not applicable. SHI has a specific vertical business dedicated to Government and Education clients. We have provided the list of our Government Contracts above.

- e. Provide the agency/company name, contact name, email address and telephone number for three client references. Providing this information shall constitute your permission for the Procurement Officer to contact the clients to discuss your work and your working relationship with them.

SHI Response:

- State of Virginia – Virginia Information Technologies Agency
Gregory Searce, Strategic Sourcing Specialist
804-416-6166
Gregory_Searce@vita.virginia.gov



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

- ✓ Microsoft contract (Sole Source) awarded 9/07 and PC/COTS (Multi Vendor) awarded 2/09
- ✓ LAR contract average at 1.6 million per month. PC/COTs average at \$100,000.00 per month.
- ✓ SHI has helped VITA to maintain and renew their current CLP which is open to all Government customers who are choosing to use it. In addition, we have recently facilitated a meeting with VITA and Adobe to talk about further consolidation.
- ✓ SHI works to add new vendors to the COTS Contract as requested by customers as well as proactively adding them.
- ✓ SHI has a custom website for Virginia where relevant contract information is posted and catalogs reside that are specific to those contracts.

SHI acts as a go to for VITA and is relied upon to provide pricing, information and technical support/presales help to customers of the Commonwealth. SHI actively markets the contracts, sponsors and participates in local events in Virginia and schedules regular meetings with the contract administrators to provide suggestions and support.

SHI has over 2,000 Publishers on Contract with VITA.

SHI has sourced and provided 370 Publishers to the State of Virginia, Government and Education entities.

- **State of Texas – Department of Information Resources**
Phyllis Benitez

- ✓ SHI has been a Software Volume License Reseller for the State of Texas for the past 17 years.
- ✓ We currently are named on a number of IT Contracts for Software, Hardware and Services
- ✓ SHI's Software Contract lists over 2,000 Publishers
- ✓ SHI managed the State of Texas Microsoft Agreements for 10 years – recently re-bid and we were unsuccessful based on price discounts.
- ✓ SHI assisted the State in negotiating higher level volume agreements: Adobe CLP, Microsoft EA
- ✓ SHI has a tenured field Sales Team – 10 Local Account Executives and 12+ Inside Sales Representatives support the State of Texas IT solutions and procurement.

- **State of Arkansas – Office of State Procurement**
Camber Thompson, IT Buyer
501-683-0084
Camber.Thompson@dfa.arkansas.gov

- ✓ SHI has held the State of Arkansas Software Reseller Contract since 2002. Our current contract includes: CA, Corel, Adobe, Novell, Symantec, McAfee, Microsoft, Oracle, TrendMicro and IBM
- ✓ SHI assisted the State to achieve higher level discounts with their Licensing Agreements: Microsoft Level C to Level D, Adobe TLP to a CLP Level 3 Agreement. SHI assisted the State with negotiating special pricing for Endpoint and Encryption Software with Microsoft, TrendMicro, Symantec and McAfee.
- ✓ SHI assists each individual agency with their own purchase history and license decisions. Assisted individual agencies decide if the Microsoft Select or EA Agreement was more beneficial based on their license history and needs.
- ✓ SHI is currently assisting the State negotiate an Adobe CLP Level 1 for K12, Microsoft EES for Education, Adobe Statewide Agreement for Acrobat/Live Cycle.
- ✓ SHI has set up over 280 Publishers and sold their products to the State of Arkansas.

- **State of Wisconsin Department of Administration**
Karen Aasen, IS Comprehensive Administrator
Bureau of Procurement
(608) 267-4508 (phone)
karen.aasen@wisconsin.gov

SHI currently holds an All Software Contract for the State of Wisconsin. This is a 5 Multi-Vendor Contract. SHI understands that we capture over 50% of the State's spend under this contract based on customer support satisfaction. Some examples of how SHI assisted the State in saving money during a difficult Budget year:

- ✓ Dept of Workforce Development, HP wanted a direct order for \$51,000 SHI provided a price of \$35,357.60 saving the State more than \$16,000.00



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADDA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

- ✓ Dept of Workforce Development renegotiated a Informatica renewal order saving the State \$6,000 bringing the renewal price back to the price in 2009.
- ✓ Dept of Administration worked with VMware to have reinstatement fees waived, saving the State \$1,584.18
- ✓ Dept of Administration Blackberry support renewal, vendor proposed a solution of \$21,000, SHI provided an alternative support level for \$13,314.00.
- ✓ Worked with multiple vendors to co term maintenance renewal dates making customers yearly renewals seamless, saving time and money.
- ✓ Last year SHI has set up reseller agreements with the following vendors on behalf of the State of Wisconsin: Software Engineering Of America, Genus Technologies, Keytrain, Accent Business Solutions, Inc., QAS, Latitude Geographics Group, Computers & Structures, Inc., Safe Software Inc., TMA Systems, Urchin, Telligent Inc., Avepoint, TSM Manager, Fenestrae Inc., BP Logix, Inc, SNMP Informant, Cetan Corp.
- ✓ SHI worked with over 400 Publishers in 2010 to support the needs of the State of Wisconsin. SHI has offered more unique publishers than any other reseller on contract. SHI has been the States go to partner for all third party software.

Quote from Karen Aasen:

"Thanks for the wonderful work you do, especially Steve, who has been cooperative, service oriented and responsive. We appreciate your willingness to provide some additional cost savings."

- **State of Montana – Information Technology Services Dept (ITSD) Procurement & Contract Management Services Bureau**
Michele Burchett, Contract Manager
406-444-0109
mburchett@mt.gov

SHI is the sole source Microsoft Reseller for the State of Montana (since 10/1/2006). We are also the sole source Software Reseller since 8/1/2010. This contract includes 11 Publishers: Adobe, Blackberry, Citrix, ESET, Hummingbird, Mindjet, Quest, Red Hat, Symantec, Techsmith and, VMware.

- **State of New York – Office of General Services**
Stephanie Laffin
518-473-9440
Stephanie will accept a phone reference, but will not correspond in email.

SHI has been a vendor on the Miscellaneous Software Catalog contract for NY since December of 2003. This was under 2 separate contracts: the 1st (PT6062) ran from 12/23/2003 through 6/30/2010, and the 2nd (PT65193) started on 7/15/2010 and is scheduled to run through 7/14/2015. The contract covers all software titles not named on the state's "prohibited software list."

SHI was added to the Massachusetts Contract by the State of New York soon after the original award in 2003. This was a multiple award contract with Dell and SHI. SHI was reawarded the contract in 2010 as a multiple award vendor.

SHI has 3 local Account Executives: State and Local Government, K12, and Higher Education to provide individual support to all entities within the State of New York. SHI managed over \$25 Million / Year with the State of New York (without holding the Microsoft Agreement)

- **State of Florida - Agency for Enterprise Information Technology**
Lori Potts Alberstadt, MBA, CPPO, PMP, CSM, FCPA, FCPM, FCCN, FCCM
Senior IT Business Consultant, Enterprise IT Procurement Lead
850-413-0003

SHI has been the exclusive Microsoft LAR to the State of Florida since April 2000. Since then, SHI has managed over \$40 million annually in Microsoft business for the State. In 2009 SHI was awarded Sole Source on the State's COTS contract, which covers Oracle, Symantec, McAfee, Adobe and Trend Micro Software. In addition, SHI is a State contract vendor of IT Services and a named reseller for HP Hardware.

SHI currently has a team of 11 local field Account Executives managing the State of Florida's IT Agreements and Purchases. SHI's Account Team manages State, Local Government agencies, K12 and Higher Education customers. By building a large local team, SHI is able to support the Contract needs of the State, while supporting the individual IT Projects and Licensing Agreements of every individual entity within the State of Florida.



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

- City of Phoenix, Arizona
Larry Jue, Senior Buyer
Purchasing Division
602-262-7188
larry.jue@phoenix.gov

While SHI has not held the Software Reseller contract in the State of Arizona, SHI has been working with local government customers on their non-contract purchases. Please feel free to contact Larry Jue to understand SHI's commitment to service in Arizona.

- Cherry Creek School District No. 5, ISF #208
Jason Koenig, PMP, Director - Information Systems
720.554.5595
jkoenig6@cherrycreekschools.org

While SHI has not held the Software Reseller contract in the State of Colorado, SHI has been working with local government agencies and education entities within the State of Colorado. Please feel free to contact Jason Koenig to understand SHI's support and commitment to service in Colorado.

5. **Accuracy in Quotes and Billings; Audits.** Pricing for software in this contract is largely based on pre-order, firm quotes, which in turn are based on a contract rate multiplied by your cost from publishers. Such quotes may be automatically provided online, or may – as a result of SVAR's negotiation with the publisher for reduced cost – be less than a price that would be automatically calculated.
 - a. Describe your system and controls to ensure your actual costs to obtain the product are used as a basis for the quotes and resultant invoices.
 - b. Provide a sample invoice (of a product sold under a similar pricing model).
 - c. Describe your cost accounting system for tracking employee hours on an hourly service rate invoice, and provide a sample hourly-rate invoice.
 - d. Describe how you audit your billings for accuracy. Explain how you would work with a Participating Entity (PE) who is conducting an audit of their purchases through you. ~~e-cost Provide information on your current government client list. In addition, explain the services you provide to each client and how long you have been working with each one.~~

SHI Response:

SHI has developed a Contract Catalog System that is tied to all SHI systems that would interface with our customers. SHI creates a contract catalog for our State-Wide Contracts with the specific pricing guidelines set forth in our RFP response, with a markup percentage applied to each individual publisher. SHI's Contract Catalog is used for our SHI.COM website and any custom websites created for our customers. This catalog is also used by SHI's Internal Quote Tool when a Sales Team creates a quote for that customer. SHI's Order Entry System is built on AX. The AX System pulls in the data from the created quote, online quote or customer catalog. SHI creates the quotes directly from the customer's customized product catalog, ensuring accurate contracted pricing. For those products that are non-catalog items, the Inside Account Manager will source the product, obtain the SHI cost and will apply the contracted rate. Additionally, SHI's product catalog is updated daily with pricing changes from our distributors and publishers, so the customer's price is always reflected accurately. In order to ensure accurate sharing of contract and pricing information, the sales team uses documents shared on SHI's SharePoint site.

SHI understands the importance of maintaining accuracy in our pricing. SHI's Director of Public Sector will create the WSCA Software Contract Catalog and work with each individual Sales Team to manage each individual State's Catalog, ensuring adherence to contract terms and conditions. SHI monitors the accuracy of our contracts through regular reporting on the State's Contract. SHI's AX System is designed to track Contract purchases. We use this system today to track State's Contract Purchases for Monthly and Quarterly Reports, Administration and IFF Fees, and Audit Requirements.

All hourly SHI employees will submit timesheets for a customer contact to sign either on a weekly or monthly basis (depending on the length or requirements of the services work order). Signatures are required by the customer in order to start the invoicing process. Invoices for hourly rate employees are generated monthly via invoice summary. Each line item will show the total number and the details of the hours the consultant worked in the week.



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

SHI commits to upholding the agreed upon cost plus mark-up percentage. In order to allow the Participating Entity to verify the pricing structure, SHI will provide reports that include the SHI cost and the invoiced price to you. Additionally, the Participating Entity will have the right to audit SHI's records relating to SHI's invoicing and costs in order to verify compliance with the terms and conditions of our agreement. SHI permits no more than one audit per calendar year during the term of the contract and requires 30 days' advance notice.

Please see the attached sample invoices-one for a product and the other for a Service billed at an hourly rate (Sample Invoices-Product and Hourly Rate – SHI.pdf).

6. Provide Key Personnel information for this contract as a whole, and, as feasible, for any States who indicated their Intent to Participate, including brief biographies. Explain how the redundancy of account management will cover vacations, illness or resignations.

SHI Response:

SHI's Senior Director of Public Sector Sales, Katie O'Kane is the main point of Contact for the WSCA Contract. Katie has been working at SHI for 16 years, focused on supporting and growing our Public Sector business. Katie manages the Field Account Teams and is responsible for hiring new Account Executives and transitions. Katie relocated to SHI's Dever, Colorado office in March 2010 to focus on building SHI's West State and Local Government and Education team and business.

SHI has 15 years experience in supporting the needs of State Government Contracts and developing teams to support all segments: State, Local, K12 and Higher Education. SHI's Account Teams consist of a local Account Executive or multiple Account Executives covering a state, and an inside Sales Team dedicated to that state or region to support the day to day business requests and customer service needs.

SHI currently has 75 State, Local Government and Education Account Executives throughout the US, supporting all 50 states. Depending on the contract(s) and opportunity within the state, SHI hires one or multiple Account Executives for each state. SHI's Account Executives may cover all SLED within a state, or just a vertical market (State, Local, K12 or Higher Education). Upon award of a new State Contract, we analyze the business growth and opportunity and hire additional Account Executives quickly to manage and grow the business. SHI currently has 10 Local Field Account Executives supporting Texas and 11 Local Field Account Executives supporting Florida. Last year, when SHI was awarded the Commonwealth of Massachusetts Software Reseller Contract, we increased our Field Account Executives to 10 to support the states where SHI was named on the contract.

If awarded the WSCA Contract, SHI would review our Field Account Teams in the West Region, and where needed, hire additional Account Executives to support the growth of our business.

SHI's Account Executives have some of the longest tenure in the industry. Our Account Executives average 8 years in sales with SHI with the same territory. Our State of Texas Account Executives have up to 16 years experience with SHI, and 20 years in IT Sales, Florida Account Executives have 10+ years with SHI, and the Massachusetts Consortia Account Executives managing the States have 15+ years experience with SHI.

SHI Account Executives are required to have the following Publisher Certifications:

Microsoft Sales Specialist

- MCP 070-672 Designing & Providing Microsoft Licensing Solutions to Large Organizations
- MS 70-673 TS: Designing, Assessing, and Optimizing Software Asset Management (SAM).

VMware VSP Certification

McAfee Sales Professional : System Security

HP ESSN Sales Certification

Our inside Sales Teams are set up so that each state has a team of Account Managers that understand their contracts, and can support the clients requests. These teams typically also have a Lead Account Manager for that state who acts as the primary account manager. The Inside Sales Team has worked well for our customers, as they will always have support during vacation, sick leave, promotions or resignations.

We have attached the Field Account Team Territory Maps, and the Public Sector Field and Inside Team Roster. We have also included a file for resumes of the Account Executives that are currently managing the 15 states that have signed the Intent to Participate.



Offeror Questionnaire – Qualifications

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

7. Provide information which demonstrates your organization's financial stability, such as independent audited financial statements from the last three (3) years. The State may request additional information pertaining to your financial stability as deemed necessary. Proposals which do not include sufficient information regarding the organization's financial stability may be negatively impacted.

SHI Response:

SHI is a privately owned, financially stable company. We have been profitable every year since our current owners purchased the company in 1989. SHI is including a copy of our audited financial statements with our proposal.

8. Provide information on any subcontractors you propose to use on this contract, including approximate percentage of work directed to subcontractor, proposed work that subcontractor will perform, subcontractors' Minority or Woman-Owned Business status, resumes of their key personnel, etc.

SHI Response:

SHI is currently not proposing any subcontractors for this contract for SVAR Services. SHI is able to provide all the services requested within this RFP directly. SHI delivers Software License Management, Software Asset Management Services with Discovery, and Consulting Services. SHI is a woman-owned, minority-owned company registered with the National Minority Business Council.

SHI's Diversity Business Development Initiative seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As both a minority owned (MBE) and woman-owned (WBE) enterprise, SHI is the county's largest MWBE provider of information technology products and services. SHI also maintains its own internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs.



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: July 29, 2015

TO: Board of County Commissioners

FROM: Ken Martinez, RECC Director

VIA: Katherine Miller, County Manager *KJM 8.17.15*

SUBJECT: Approval from the Board of County Commissioners is requested in order to return the signed Grant Agreement to the Department of Finance and Administration, Local Government Division)

ISSUE:

Santa Fe RECC obtains funding for equipment, network costs and training through the 911 surcharge fund which is managed by the state Department of Finance and Administration, and distributed to 911 centers statewide through individual grants.

BACKGROUND:

The New Mexico Department of Finance and Administration has submitted for approval two original copies of the current E-911 grant agreement which reflects the State Board of Finance approval of funding for Fiscal Year 2016. These are to be presented to the Santa Fe County Commission for approval and signature.

The grant is a pass-through grant and does not require any matching funds from the County. This term of this grant agreement will be from July 1, 2015 to June 30, 2016.

RECOMMENDATION:

Approval from the Board of County Commissioners is requested in order to return the signed Grant Agreement to the Department of Finance and Administration, Local Government Division. Upon return, the agreement will be fully executed and payment can begin for FY16 911 expenses.

SUSANA MARTINEZ
GOVERNOR



THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

BILL R. GARCIA
Deputy Director

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

July 24, 2015

Ken R. Martinez
Director
Santa Fe Regional Emergency Communications Center
35 Camino Justicia
Santa Fe, New Mexico 87508

Dear Mr. Martinez,

Attached is an electronic version of the FY16 E-911 grant agreement which reflects the State Board of Finance approval of funding for Fiscal Year 2016. Please **print two originals**, sign the grant agreements, have them notarized and return as soon as possible so the Department of Finance and Administration, Local Government Division (LGD) can fully execute and begin making payments on your behalf for Fiscal Year 2016 expenses.

Both original grant agreements require the signature of the County Manager or Chairman of the County Commission. Please return both notarized originals to LGD, to the attention of Art Rios, at the address listed above. Also, please note that original signatures are required on the signature page of both originals. After LGD signs both originals, one original signed grant will be returned to you for your records.

If you have any questions regarding this matter, please call Art Rios, E-911 Program Manager of my staff at 505-827-4900 office, or 505-699-6911 cellular.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Lopez".

Rick Lopez, Director
Local Government

Enclosures



MEMORANDUM

DATE: August 5, 2015
TO: Santa Fe Board of County Commissioners
FROM: Ken Martinez
RECC Director
SUBJECT: Enhanced 911 Grant Agreement

BACKGROUND

The New Mexico Department of Finance and Administration has submitted for approval two original copies of the current E-911 grant agreement which reflects the State Board of Finance approval of funding for Fiscal Year 2016. These are to be presented to the Santa Fe County Commission for approval and signature.

The grant is a pass-through grant and does not require any matching funds from the County. This term of this grant agreement will be from July 1, 2015 to June 30, 2016.

ACTION REQUESTED

Approval from the Board of County Commissioners is requested in order to return the signed Grant Agreement to the Department of Finance and Administration, Local Government Division. Upon return, the agreement will be fully executed and payment can begin for FY16 911 expenses.

Request Approval of Grant Agreement between Department of Finance Administration, State of New Mexico, acting through the Local Government Division, and Santa Fe County for the Statewide E911 Program. Total Grant Amount of \$983,230.00 for provision and payment of Enhanced 911 services and equipment.



MEMORANDUM

DATE: August 5, 2015

TO: Santa Fe Board of County Commissioners

FROM: Ken Martinez
RECC Director

SUBJECT: Enhanced 911 Grant Agreement

BACKGROUND

The New Mexico Department of Finance and Administration has submitted for approval two original copies of the current E-911 grant agreement which reflects the State Board of Finance approval of funding for Fiscal Year 2016. These are to be presented to the Santa Fe County Commission for approval and signature.

The grant is a pass-through grant and does not require any matching funds from the County. This term of this grant agreement will be from July 1, 2015 to June 30, 2016.

ACTION REQUESTED

Approval from the Board of County Commissioners is requested in order to return the signed Grant Agreement to the Department of Finance and Administration, Local Government Division. Upon return, the agreement will be fully executed and payment can begin for FY16 911 expenses.

Request Approval of Grant Agreement between Department of Finance Administration, State of New Mexico, acting through the Local Government Division, and Santa Fe County for the Statewide E911 Program. Total Grant Amount of \$983,230.00 for provision and payment of Enhanced 911 services and equipment.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 16-E-11

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA), State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Santa Fe, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, State of New Mexico, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Rules, 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Rules."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (PSAP), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of "Grantee" in 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on June 24, 2015, the State Board of Finance awarded the Grantee \$265,800.00 and previously awarded the Grantee \$717,430.00, for a total of \$983,230.00 for enhanced 911 services and equipment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from July 1, 2015, through June 30, 2016.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least 30 days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed \$983,230.00 from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit "C", and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division and the funds shall not be expended for ineligible costs, 10.6.2.11(F) of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments shall be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible Budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible Budget items within 30 days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in

part, regardless of any existing legally binding third party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and other state laws, rules, policies and with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide Geographic Information Systems (GIS) addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the Grantee.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per 10.6.2 NMAC. This information shall be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.

K It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.

L It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M It will comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Ken Martinez
Title: Director
Address: 35 Camino Justicia
Santa Fe, New Mexico 87508

Phone: 505-992-3096
Fax: 505-428-3735
Email: kmartinez@:santafecounty.nm.gov

- B.** The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Art Rios
Title: E-911 Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 201
Santa Fe, NM 87501

Phone: 505-827-4900
Fax: 505-827-4948
Email: art.rios@state.nm.us

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

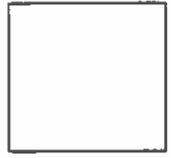
Authorized Signatory Date _____

(Type or Print Name)

STATE OF NEW MEXICO)
)ss.
COUNTY OF _____)

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 8/16/15
[Signature]
[Signature]

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____.



Notary Public

My Commission Expires: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____ Date _____
Rick Lopez, Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____.



Notary Public

My Commission Expires: _____

ADDITIONAL SIGNATURE PAGE FOR GRANTEE SANTA FE COUNTY

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Date

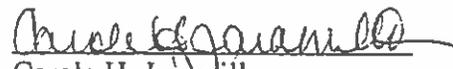
Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney

8-6-15

Date

Finance Department


Carole H. Jaramillo
Finance Director

8/6/15

Date

Exhibit A

PSAP Annual Report

PSAP Annual Report Form For: _____

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such)	
Type of equipment to include make and model	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits	
Routing central office and PSAP end office	
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address	
MSAG coordinator name, address, phone number, and Email address	
GIS representative to include physical address, telephone number, and Email address	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder	
Section 10.6.2.11 D(9)	
Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Provide the administrative number(s)	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
List of fixed transfers	
List of auto-dial transfers	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with the ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
	Landline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
Total	0	0	0
Month Avg.	0	0	0
Day Avg.	0	0	0

Exhibit B

Federal 911 Resource Center Report

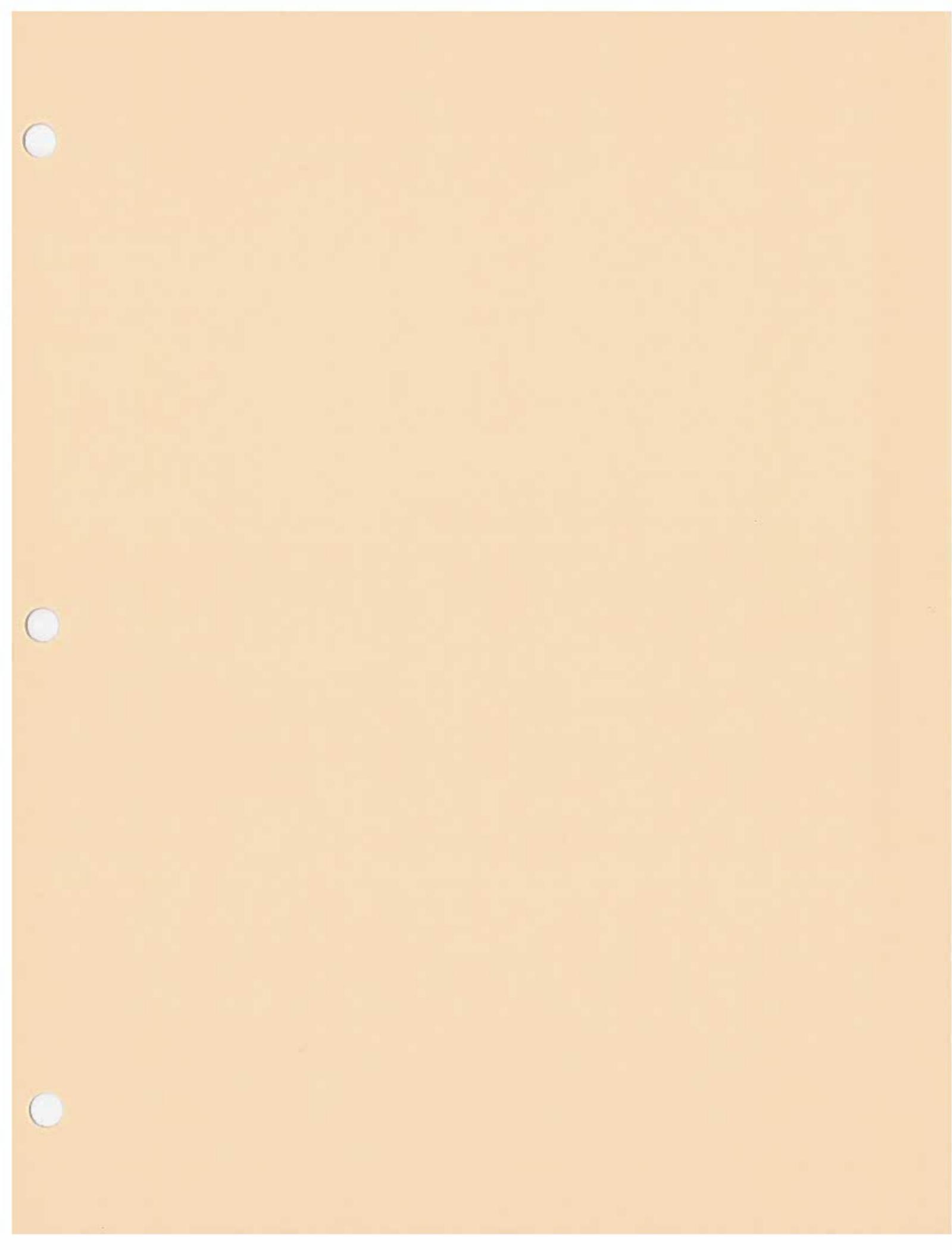
Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
 Local Government Division
 Department of Finance and Administration

Exhibit C

Grantee:	Santa Fe County	Grant Award:	983,230.00
Address:	35 Camino Justicia Santa Fe, NM 87508	Project Number:	16-E-11
Telephone:	505-992-3096	Grant Period:	July 1, 2015 - June 30, 2016
Number of Funded PSAP Positions:		Santa Fe - 14	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	717,430
Firewall and Router Equipment	-
Dispatch Software	-
Recorder	-
UPS/Generator	-
Capital Subtotal	717,430
Recurring Network/Circuit	
Voice Network	135,000
Data MPLS Network	6,000
Wireless Cost Recovery	10,700
Recurring Network/Circuit Subtotal	151,700
Recurring Maintenance	
System Maintenance	50,000
Recurring Maintenance Subtotal	50,000
Services/Training	
911 Related Training	20,000
911 Related GIS	8,000
GIS Consulting Services	17,100
Interpretive Services	14,000
Minor Equipment	5,000
Services/Training Subtotal	64,100
TOTAL	983,230



Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: *August 18, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting August 25, 2015*
Approval of the FY2016 Hold Harmless GRT Maintenance Set-Aside Project List
(Public Works/Adam Leigland)

SUMMARY:

A listing of road and facility maintenance set-aside projects is included for BCC approval.

BACKGROUND:

During the FY2016 budget preparation process, input on needed large maintenance projects was solicited from those Departments that perform maintenance on County buildings and properties. The Facility Condition Index (FCI) evaluation was used to help to prioritize the maintenance needs. This list was provided to the Finance Division and \$1,650,000 for these projects was included in the approved budget.

These projects are all estimated to cost more than \$25,000 each and the funding for these projects has been budgeted from the newly-implemented Hold-Harmless Gross Receipts Tax (HH GRT), as specified in Section 4 of the enabling ordinance, Ordinance No. 2015-3 (attached). Some of the smaller requests that were received will be completed by Public Works Property Control out of their operating budget.

DISCUSSION:

Please see the list of projects on the following page. Cost estimates for many of these were derived from the Facility Condition Assessment tool and are based upon per-square-foot cost factors. With this relatively crude estimating tool, most of the estimates may be slightly high but some may be low. It is requested that savings from projects on this approved list be applicable to other projects on the list.

Facility	FCI Score	FCI	Project	Budget from HH GRT	Running Total
Agua Fria Fire Station #2 / La Tierra	0.141	Poor	reroof	\$40,000	\$40,000
Camino Jacobo	N/A	N/A	repave	\$206,950	\$246,950
Card Access Gates at Public Safety	0.016	Good	Repair limited access gates to parking lot	\$44,000	\$290,950
County Administration Facility	0.6904	Poor	2016 partial roof replacement	\$150,000	\$440,950
CR72A Bridge Rebuild	N/A	N/A	Rebuild bridge on CR72A	\$250,000	\$690,950
Edgewood Fire Station #2 / Cedar Grove (1)	0.4542	Poor	upgrade ADA	\$40,000	\$730,950
Edgewood Fire Station #2 / Cedar Grove (2)	0.4542	Poor	upgrade electrical and lighting	\$25,000	\$755,950
Edgewood Senior Center	0.3797	Poor	bring building up to ADA compliance	\$178,000	\$933,950
El Rancho Community Center	0.5655	Poor	2016 HVAC	\$53,000	\$986,950
Glorieta Fire Station	0.3512	Poor	insulate/fire-retard	\$25,000	\$1,011,950
Leo Gurule Park	N/A	N/A	Demo and replace basketball court	\$50,000	\$1,061,950
Madrid Fire Station #1	0.4821	Poor	reroof	\$68,000	\$1,129,950
Pojoaque Fire Station #1	0.0542	Fair	volunteer HVAC replacement	\$35,000	\$1,164,950
Public Works	0.15	Poor	2016 engineering for new HVAC	\$25,000	\$1,189,950
Los Pinos Road AWC	N/A	N/A	All Weather-Crossing Design	\$130,000	\$1,319,950
Public Safety Complex (2)	0.0162	Good	overlay asphalt, restripe, replace wheel stops	\$54,050	\$1,374,000
Santa Cruz Senior Center	1.1598	Poor	parking lot upgrades	\$100,000	\$1,474,000
State Health (2)	0.444	Poor	second phase reroof \$150,000	\$150,000	\$1,624,000
Tesuque Fire Station #2 / Chupadero	0.2104	Poor	restucco station	\$26,000	\$1,650,000

ACTION REQUESTED:

Request approval of the above list of maintenance set aside projects for immediate implementation.

Attachment:
Ordinance 2015-3

SANTA FE COUNTY

ORDINANCE NO. 2015- 3

AN ORDINANCE

ADOPTING A COUNTY HOLD HARMLESS GROSS RECEIPTS TAX

BE IT ORDAINED BY THE GOVERNING BODY OF SANTA FE COUNTY:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in Santa Fe County, for the privilege of engaging in business in Santa Fe County, an excise tax equal to one-eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the County Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "county hold harmless gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No county hold harmless gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the county to another point outside the county;
- B. direct broadcast satellite services.

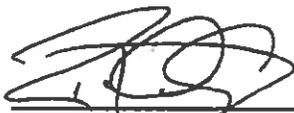
Section 4. Dedication. Revenue from the county hold harmless gross receipts tax will be used for one or more of the purposes listed below:

- A. Capital and maintenance expenditures for facilities and infrastructure wholly or partially owned by Santa Fe County, including, but not limited to, roads, buildings, and water and wastewater systems as well as the acquisition of real property and water rights for such facilities and infrastructure; and
- B. The payment of the principal, interest on and other costs, including costs of issuance, related to revenue bonds issued for any of the purposes specified in Paragraph A of this Section.

Section 5. Effective Date. The effective date of the county hold harmless gross receipts tax shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date this ordinance is adopted.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF SANTA FE COUNTY THIS 24th DAY OF MARCH, 2015.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY



Robert A. Anaya, Chairperson

SEC CLERK RECORDED 03/25/2015

ATTEST:

Geraldine Salazar
Geraldine Salazar, County Clerk



Approved as to Form:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney

SFC CLERK RECORDED 03/25/2015

COUNTY OF SANTA FE) BCC ORDINANCE
STATE OF NEW MEXICO) ss PAGES: 2

I Hereby Certify That This Instrument Was Filed for
Record On The 25TH Day Of March, 2015 at 10:54:09 AM
And Was Duly Recorded as Instrument # 1760312
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy *Geraldine Salazar* County Clerk, Santa Fe, NM



