



Table of Contents

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**

SOLICITATION DOCUMENTS

SOLICITATION COVER PAGE, created in ProcureAZ at <https://procure.az.gov>)

TABLE OF CONTENTS (this document)..... **7 pages**

SOLICITATION AMENDMENT(S).(if any, incorporated by reference and in their chronological order)

SPECIAL INSTRUCTIONS..... **4 pages**

Definitions..... 1

Inquiries..... 1

Offer Preparation..... 2

Offer and Acceptance

Acknowledgement of Solicitation Amendments

Offer Forms

Submitted Prices

Submission of offer..... 2

Electronic Documents

Acceptable Formats

ProcureAZ

Conflict of interest

Evaluation..... 3

Evaluation

Price Evaluation

Discussions

Responsibility, responsiveness and acceptability

Offshore Performance of Work Prohibited

Award..... 4

Award Notification

Contract Document Consolidation

SPECIAL INSTRUCTIONS – OFFER FORMS..... Individual Forms

Offer Form 1 – Offeror Questionnaire – Qualifications

Offer Form 1A – Offeror Questionnaire-Qualifications, Represented Publishers

Offer Form 2 – Offeror Questionnaire – Methodology

Offer and Acceptance Form

Offeror - Exceptions

Offeror - Pricing



Table of Contents

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**

UNIFORM INSTRUCTIONS	<u>4 pages</u>
Definition of Terms	1
Inquiries	1
Duty to Examine	
Solicitation Contact Person	
Submission of Inquiries	
Timeliness	
No Right to Rely on Verbal Responses	
Solicitation Amendments	
Pre-Offer Conference	
Persons with Disabilities	
Offer Preparation	2
No forms: no facsimile, telegraphic or electronic mail offers	
Typed or Ink: Corrections	
Evidence of Intent to be Bound	
Exceptions to Terms and Conditions	
Subcontracts	
Cost of offer preparation	
Solicitation Amendments	
Federal excise tax	
Provision of tax identification numbers	
Employee identification	
Identification of taxes in offer	
Disclosure	
Solicitation order of precedence	
Delivery	
Federal Immigration and Nationality Act	
Offshore Performance of Work Prohibited	
Submission of Offer	3
Sealed envelope or package	
ProcureAZ Offer Submission, Due Date and Time	
Offer amendment or withdrawal	
Public record	
Non-collusion, Employment and Services	
Evaluation	3
Unit price prevails	
Prompt payment discount	
Late offers	
Disqualification	
Offer acceptance period	
Waiver and rejection rights	
Award	4
Number or types of awards	
Contract Inception	
Effective Date	
Protests	4



Table of Contents

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

STATEMENT OF WORK	<u>10 pages</u>
INTRODUCTION	1
Purpose	
Introduction and Background	
Goals and Objectives	
Definitions	
SCOPE OF CONTRACT	2
GENERAL REQUIREMENTS – Products	2
SPECIFIC REQUIREMENTS – Products	2
Most Current Version	2
Product Offerings	2
Product Acquisition	3
Volume License Agreements	
Individual Software Licenses	
Leases	
Software Maintenance Agreements	
Software Publishers, Categories	3
Itemized Highest Volume Publishers (Highest Volume, Itemized Lines)	
Other Itemized Publishers (High Volume, Itemized Lines)	
Non-Itemized Publishers (all other distributed software purchases)	
Chart with categorized software publishers	
Software Publishers, General Representation	5
Excluded Software Publishers	
Expanded Representation	
Continued Representation	
Product Delivery and Acceptance	5
Media	
Delivery Period	
Product Returns	
Shipping Charges	
License Confirmations	5
Proof of License	
Hardware/Software Coordination	
Product Upgrades and/or Patches	6
Product Installation Assistance	6



Table of Contents

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**

GENERAL REQUIREMENTS – Services	6
SPECIFIC REQUIREMENTS – Services	6
Develop and Maintain Website	6
Contract and General Information	
Online Catalog	
Product Searching Capability	
Online Product Quotes	
User Differentiation	
On-line Reports	
Other	
Price Quote, General	7
Telephone or Email Quote Support	
Quoted Delivery Method	
Timely Quotes	
Guaranteed 30 Day Quote	
Sales Promotion	
License Tracking and Management	7
Volume and Enterprise License Agreements	8
Software Installation/Implementation Assistance	8
Software Advisement	8
Training	8
Software Maintenance and Support	8
Software Updates	8
Customer Service and Representation	8
Dedicated Representation and Timely Response	
Problem Escalation	
Product purchasing trends	
Customer Satisfaction / Reseller Performance Standards	
Contract review	
Interactions with Software Publishers	9
Best Interests of Participating Entities	
Liaison with Publisher	
Consulting/ Industry Information	9
Product Pre-Sale Advisement	
Best Approaches	
Publisher Notifications and Other Industry Information	
Transitioning License Tracking Information at Contract Termination	9
Reporting	9
Standard reports	
Online reports	
Custom reports	
OTHER VALUE-ADDED SERVICES	9
EXCLUDED PRODUCTS AND SERVICES	10
STATE SUPPORT	10
PERFORMANCE STANDARDS	10



Table of Contents

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**

SPECIAL TERMS AND CONDITIONS	<u>7 Pages</u>
DEFINITIONS (for ProcureAZ terms)	1
OTHER DEFINITIONS	2
CONTRACT ADMINISTRATION	3
Contract	
Master Price Agreement (MPA) or Master Agreement	
Participating Addendum (PA)	
Order of Precedence	
Participation	
Estimated Quantities	
Contract Type	
Contract Term	
Contract Extensions	
Scrutinized Business Operations	
E-Verify	
Pandemic Contractual Performance	
Electronic or Information Technology	
CONTRACT OPERATION	4
Contract Release Orders	
Ordering Process	
Order Acknowledgement	
Billing	
Travel	
Key Personnel	
Notification	
USAGE REPORTS AND ADMINISTRATIVE FEES	5
Usage Reports	
Administrative Fees	
WSCA Administrative Fee	
Individual State's Administrative Fees	
RISK AND LIABILITY	5
Indemnification	
Insurance Requirements	



Table of Contents

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**

UNIFORM TERMS AND CONDITIONS.....	<u>6 pages</u>
DEFINITION OF TERMS.....	1
CONTRACT INTERPRETATION.....	1
Arizona Law	
Implied Contract Terms	
Contract Order of Precedence	
Relationship of Parties	
Severability	
No Parole Evidence	
No Waiver	
CONTRACT ADMINISTRATION AND OPERATION.....	2
Records	
Non-Discrimination	
Audit	
Facilities Inspection and Materials Testing	
Notices	
Advertising, Publishing and Promotion of Contract	
Property of the State	
Ownership of Intellectual Property	
Federal Immigration and Nationality Act	
E-Verify Requirements	
Scrutinized Businesses	
Offshore Performance of Work Prohibited	
COST AND PAYMENTS.....	3
Payments	
Delivery	
Applicable Taxes	
Payment of Taxes	
State and Local Transaction Privilege Taxes	
Tax Indemnification	
IRS W9 Form	
Availability of Funds for the Next State fiscal year	
Availability of Funds for the current State fiscal year	
CONTRACT CHANGES.....	3
Amendments	
Subcontracts	
Assignment and Delegation	
RISK AND LIABILITY.....	4
Risk of Loss	
Indemnification	
Indemnification – Contractor/Vendor Indemnification (Not Public Agency)	
Indemnification – Public Agency Language Only	
Indemnification - Patent and Copyright	
Force Majeure	
Third Party Antitrust Violations	
WARRANTIES.....	5
Liens	
Quality	
Fitness	
Inspection/Testing	
Compliance with Applicable Laws	
Survival of Rights and Obligations after Contract Expiration or Termination	
Contractor’s Representations and Warranties	
Purchase Orders	



Table of Contents

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

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

STATE'S CONTRACTUAL REMEDIES	5
Right to Assurance	
Stop Work Order	
Non-exclusive Remedies	
Nonconforming Tender	
Right of Offset	
CONTRACT TERMINATION	6
Cancellation for Conflict of Interest	
Gratuities	
Suspension or Debarment	
Termination for Convenience	
Termination for Default	
Continuation of Performance through Termination	
CONTRACT CLAIMS	6
ARBITRATION	6
FEDERAL IMMIGRATION AND NATIONALITY ACT	6
WCSA TERMS AND CONDITIONS	<u>12 Pages</u>
Agreement Order of Precedence.....	1
Amendments.....	1
Assignment/Subcontract.....	1
Cancellation.....	1
Confidentiality, Non-Disclosure and Injunctive Relief.....	2
Debarment.....	3
Defaults & Remedies.....	3
Delivery.....	4
Force Majeure.....	4
Governing Law.....	4
Indemnification.....	4
Indemnification – Intellectual Property.....	4
Independent Contractor.....	5
Individual Customer.....	5
Insurance.....	6
Laws and Regulations.....	6
License of Pre-Existing Intellectual Property.....	7
No Waiver of Sovereign Immunity.....	7
Order Numbers.....	7
Participants.....	7
Entity Participation.....	7
Payment.....	8
Public Information.....	8
Records Administration and Audit.....	8
Reports.....	8
Standard of Performance and Acceptance.....	8
System Failure or Damage.....	9
Title of Product.....	9
Waiver of Breach.....	9
Warranty.....	9
Assignment of Antitrust Rights.....	9
Definitions.....	10



Table of Contents

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**

ATTACHMENTS

Determination to conduct solicitation as RFP

Letters of Intent to Participate and State-Specific Terms and Conditions

- Alaska
- Arizona (lead state, no separate Intent to Participate document submitted)
- Colorado
- Delaware
- Hawaii
- Louisiana
- New Mexico
- Montana
- Nebraska
- North Dakota
- Ohio
- Oregon
- South Dakota
- Utah
- Vermont
- Washington

END OF SOLICITATION



Table of Contents

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**

- 1 **DEFINITIONS for ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- "Actual Cost"** means the total value of all items and their extended quantities.
- "Alternate Id / Alternate ID"** is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.
- "Attachments"** means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.
- "Buyer"** means procurement officer.
- "Catalog ID"** is an optional data field and means an identification number to signify a group of related contracts.
- "Contact Instructions"** means the contact information for the procurement officer.
- "Control Code"** is an optional field and means an identification characteristic of the contract.
- "Days ARO"** means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.
- "Department"** means the customer for whom the solicitation or contract was conducted for.
- "Discount %"** is an optional field and means the standard discount applied to all items.
- "Entered Date"** means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.
- "Fiscal Year"** means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.
- "Freight Terms"** means how freight will be charged under the contract.
- "Header Information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.
- "Item information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.
- "Location"** means the specific customer, within the department, for whom the solicitation or contract was done.
- "Master Blanket/Contract Begin Date"** means the date that the contract starts.
- "Master Blanket/Contract End Date"** means the date that the contract ends.
- "Master Blanket/Contract End Date (Maximum)"** means the date that the contract may be extended through if all allowable term extensions are exercised.
- "Master Blanket/Contract Vendor Distributor List"** means the list of companies authorized to distribute the materials and/or services on behalf of the contractor under the contract.
- "Master Blanket Purchase Order"** means the contract, indicating that the contract will be in effect over a stated period of time.
- "Minor Status"** is an optional data field and means a type of status indicator of the contract in ProcureAZ.
- "Organization"** means the state agency under whose authority the solicitation or contract was conducted.
- "Payment Terms"** means the period of time that payment is due after receipt of an accurate invoice.
- "Pcard Enabled"** is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.
- "PO Acknowledgement"** means the list the notifications to the contractor and their acknowledgements of these notices.



Table of Contents

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**

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchaser” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the contractor to the state.

“Short Description” means the contract’s title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s), e.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means contractor.

2 OTHER DEFINITIONS

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

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

“Master Price Agreement” or “Master Agreement” means the underlying agreement, executed by and between the Lead State, as WSCA contract manager, acting on behalf of the Western States Contracting Alliance (WSCA), and the Contractor, as now or hereafter amended.

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

“WSCA” means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).



Table of Contents

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**

3 CONTRACT ADMINISTRATION

- 3.1 Contract.** The contract includes the Master Price Agreement executed between the MPA Contractor and the State of Arizona, as Lead State on behalf of WSCA, as a result of this solicitation, and a Participating Addendum executed between an MPA contractor and an individual participating State.
- 3.1.1 Master Price Agreement (MPA) or Master Agreement.** The MPA shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the MPA Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 3.1.2 Participating Addendum (PA).** An individual participating state may execute an individual PA with one or more MPA Contractors. The PA will be administered by the Participating State, in conjunction with the Lead State.
- 3.1.3 Order of Precedence.** Any conflict in terms between the MPA and the PA shall be resolved by giving priority to the terms of the PA. In their PA, an individual state may establish their Order of Precedence for conflicting terms in the different sections of their contract.
- 3.2 Participation.** Use of a WSCA cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. In Arizona, this contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
- 3.3 Estimated Quantities.** WSCA and the State of Arizona anticipate considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor. The Contract shall be on an as needed, if needed basis.
- 3.4 Contract Type.** The Contract shall be Firm Fixed Price, with firm pre-order quote based on the Contractor rates.
- 3.5 Contract Term.** Pursuant to Arizona law, the term of the Master Agreement shall be effective upon the date of final execution by the State of Arizona, and shall continue for a period of two (2) years from the date of the executed Master Agreement unless terminated, cancelled or extended as otherwise provided herein. The term of the individual Participating Addendum (PA) shall be effective upon the date of execution by the individual state, unless the individual state establishes a different effective date. Termination dates of an individual PA shall be the same as that of the Master Agreement unless terminated, cancelled or otherwise provided in the PA.
- 3.6 Contract Extensions.** By mutual written contract amendment, the MPA may be extended for three (3) one-year periods or a portion thereof for a total contract term not to exceed five (5) years. Unless otherwise established in the PA, the term of the PA will automatically be extended with the extension of the term of the MPA. No PA can be extended beyond the term established in the MPA.
- 3.7 Scrutinized Business Operations.** Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.
- 3.8 E-Verify.** The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the



Table of Contents

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**

contract and the Contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty.

3.9 Pandemic Contractual Performance. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

3.10 Electronic or Information Technology. Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

4 CONTRACT OPERATION

4.1 Contract Release Orders. Any services to be furnished under this contract shall be ordered by issuance of orders by the Participating Entity. Such orders may be issued from effective date of contract award. All orders are subject to the terms and conditions of this contract. All orders shall cite the contract numbers, that is, the number of the MPA and PA.

4.2 Ordering Process. Any products or services to be furnished under this contract shall be ordered by issuance of orders, following receipt of a firm quote as required in the Statement of Work, by the Participating Entity. Individual PA's may modify these, or provide other requirements of an individual state for placing an order. Contract releases or purchase orders are those that are issued by an Authorized Purchaser (defined in the Statement of Work) in any of the following forms:

- Hard copy, one time only or blanket (term type)
- Electronically transmitted through facsimile equipment
- Electronically transmitted as an e-mail attachment
- Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.
 - Such systems shall not allow for purchase orders to be placed for non-contract or excluded items
 - Use of such systems shall be at the sole discretion of the Participating Entity and all costs associated with set-up, maintenance and support shall be borne by the Contractor.
- Electronically through Participating Entity's p-card program.

4.3 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

4.4 Billing. Contractor shall include both the Master Agreement number, and the appropriate PA reference number on invoices.

4.5 Travel. When requested, in writing, from the Participating Entity to perform work that requires overnight accommodations, the Participating Entity will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to that Entity or as otherwise defined in their PA. The Contractor shall itemize all per diem and lodging charges.



Table of Contents

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 Rules and Regulations that apply to contractors for the State of Arizona are those which are applicable to State employee travel. These State rates may be located at www.gao.state.az.us.

4.6 Key Personnel. It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record

4.7 Notification. The All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called 'Notices'), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

To the Lead State (Administrator of the Master Agreement):

Arizona Department of Administration
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, Arizona 85007
Fax: 602-542-5508

Procurement Officer: Maureen L. McGovern, MBA, CPPO
Email: Maureen.mcgovern@azdoa.gov
Direct Phone: 602-542-9125

To the Contractor: (to be completed at time of award):

To the Participating State: (to be defined in the Participating Addendum)

5 USAGE REPORTS AND ADMINISTRATIVE FEES

5.1 Usage Reports. Reseller agrees to provide quarterly utilization reports to WSCA. The report shall be in the format developed by the Lead State and supplied to the Reseller at time of award. Individual participating states may require their own usage reports. Reseller shall provide these reports at the intervals, and in the format, required by the States.

5.2 Administrative Fees.

5.2.1 WSCA Administrative Fee - Reseller will remit to WSCA a contract administration fee in the amount of one-half of one percent (.5%) of the total sales from this contract. The pricing listed on the proposal shall include the WSCA administrative fee. Administrative fees shall not be added as a line item on any invoice. A statement verifying the total sales amount for all Participating States must accompany the remittance. This remittance is due to WSCA no later than 45 days after the last day of each calendar quarter. The form to be submitted with the check, as well as mailing address, will be provided to Reseller at time of contract award.

5.2.2 Individual State's Administrative Fees - In addition to the WSCA contract administration fee as stated above, some Participating States may also require an administrative fee. See also the section entitled, "Price Quotes – General". Specific State Administrative Fees may be added to the price of each item. Information on a State's Administrative Fee will be provided in that State's PA.

6 RISK AND LIABILITY

The following pages cover indemnification and insurance requirements. Unless otherwise established or modified in an individual PA, these requirements may be interpreted to apply to any Participating State. Contractors shall provide current Certificates of Insurance to each State with which the Contractor has an executed PA.



Table of Contents

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**

INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State, and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$ 50,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Each Occurrence \$1,000,000

2. **Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***“The [Participating State, e.g., the State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***
- b. Policy shall contain a waiver of subrogation against the [Participating State, e.g., State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$ 500,000
- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the [Participating State, e.g., State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. For the State of Arizona, this requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



Table of Contents

STATE OF ARIZONA

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

Description: **WCSA 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.



Table of Contents

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**

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.



Table of Contents

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**

- “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.



Table of Contents

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**

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.



Table of Contents

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**

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



Table of Contents

STATE OF ARIZONA

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

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

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.



Table of Contents

STATE OF ARIZONA

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

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

~~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



Table of Contents

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**

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



Table of Contents

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**

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



Table of Contents

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 ~~es 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.



Table of Contents

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 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).



Table of Contents

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**



WSCA Master Agreement Terms and Conditions for Software VAR January 10, 2011

1. AGREEMENT ORDER OF PRECEDENCE:

The contract shall consist of the following documents:

1. A Participating Entity’s Participating Addendum (“PA”);
2. WSCA Standard Master Agreement Terms and Conditions for Software VAR;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor’s response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor’s response to the Solicitation, or terms listed or referenced on the Contractor’s website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

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

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity’s clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity (“Confidential Information”). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions



Table of Contents

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**

similar to those imposed by this Master Agreement; (c) is rightfully in Contractor’s possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity’s request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor’s possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

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

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

7. DEFAULTS & REMEDIES

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor’s liability for damages, including liquidated damages to the extent provided for under this Master Agreement.



Table of Contents

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**

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

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

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor’s warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party’s reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

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

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable (“Indemnified Party”) from and against claims, damages or causes of action including reasonable attorneys’ fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights (“Intellectual Property Claim”). The Contractor’s obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

- (1) the Product, system or method is:
 - (a) provided by the Contractor or the Contractor’s subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual



Table of Contents

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**

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

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

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

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity’s state and having a rating of A-, Class VII or better, in the most recently published edition of Best’s Reports. Failure to buy and maintain the required insurance may result in this Master Agreement’s termination or at a Participating Entity’s option, result in termination of its Participating Addendum.

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

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

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

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

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum’s effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State’s sole option, result in this Master Agreement’s termination.



Table of Contents

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

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

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

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it (“Pre-existing Intellectual Property”). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State’s sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state’s statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision “Purchasing Card”.

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

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records of this Master Agreement



Table of Contents

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 any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

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

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days **after delivery** or other time period **as may be mutually agreed to and included in the Purchase Order**, identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon **receiving notification of rejection**, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to ~~restore or assist~~ **as necessary to facilitate or help the User in obtaining assistance from the product Publisher** in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

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

30. WARRANTY The Contractor warrants for a ~~the period established per the publisher's standard warranty of one year~~ **the period established per the publisher's standard warranty** from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services



Table of Contents

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**

provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

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

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

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

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

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

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

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

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

WSCA -means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).



Table of Contents

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

PRICING SHEET 1 (There are two pricing sheets)						
Rates by Software Publisher	Do you sell this publisher's products?		Certification Level	Pricing	Comments	
	YES		NO	On a 1 - 5 scale (5=best), rate your level		Rate above cost (%); Rate below cost (-%)
	Direct	Through 3rd Party				
Key Itemized						
Microsoft						
Adobe						
IBM						
Symantec						
McAfee						
VMWare						
CA (Computer Associates)						
Quest						
SAP Business Objects						
Checkpoint						
TrendMicro						
BMC						
Commvault						
RedHat						
Other Itemized						
Apple						
Attachmate						
Autodesk						
Bakbone						
Barracuda						
Cisco						
Citrix						
Compuware						
Corel						
Doubletake						
EMC						
Enchoice						
ESRI						
Guardian Edge						
ICM Conversions						
HP						
Information Builders						
Kronos Software						
LANDesk						
Laserfische						
Lotus						
Microfocus						
MPS						
MQSoftware						
nCircle						
Novell						
Nuance						
Oracle						
OSAM						



Table of Contents

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**

Passpoint		
SAS		
Solutions Software		
Splunk Software		
Stellent		
Sun Gard		
Titus		
Ultrabac		
Websense		
Non-Itemized*		
All Other	x	
Other (not previously itemized)		
Directly Represented Lines	x	
	x	
	x	
	x	
	x	
	x	

One Rate for All

Add Lines as needed



Table of Contents

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 ARIZONA Agency: Arizona Dept. of Administration State Procurement Office (ADOA/SPO) **Offeror -**

Exceptions Customer: WSCA participating states; AZ Statewide (state agencies & cooperative partners) Description:

WSCA Software Value-Added Reseller Solicitation No: **ADSP011-00000358** Available online at Procure.AZ.gov Offeror -

Exceptions, Page 1 of 1

Please indicate as appropriate:

OFFEROR:

- TAKES NO EXCEPTIONS TO THE REQUIREMENTS OF THE SOLICITATION**
- TAKES EXCEPTIONS TO THE STATEMENT OF WORK OF THE SOLICITATION**
Please insert language; identify section, clause number (where applicable) and exception(s).
- TAKES EXCEPTIONS TO THE FOLLOWING TERM(S) AND CONDITION(S) OF THE SOLICITATION**
Please insert language; identify section, clause number (where applicable) and exception(s).
 - Uniform Terms and Conditions**
 - Special Terms and Conditions**
 - WSCA Terms and Conditions**
- TAKES THE FOLLOWING EXCEPTIONS TO OTHER REQUIREMENTS OF THE SOLICITATION:**

Please insert language; identify section, clause number (where applicable) and exception(s).



Table of Contents

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 ARIZONA Agency: Arizona Dept. of Administration State Procurement Office (ADOA/SPO) Offeror

Questionnaire – Methodology

Customer: **WSCA participating states; AZ Statewide (state agencies & cooperative partners)** Description: **WSCA Software Value-Added Reseller** Solicitation No: **ADSP011-00000358** Available online at Procure.AZ.gov SI-Offeror's Questionnaire - Methodology, Page 1 of 2

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.
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:
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
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.
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.
- 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).
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.



Table of Contents

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**

If, and how, you use historical purchase information to provide targeted assistance to a PE.

STATE OF ARIZONA Agency: **Arizona Dept. of Administration State Procurement Office (ADOA/SPO)** **Offeror**

Questionnaire – Methodology Customer: **WSCA participating states; AZ Statewide (state agencies & cooperative partners)** Description: **WSCA Software Value-Added Reseller** Solicitation No: **ADSP011-00000358** Available online at Procure.AZ.gov SI-Offeror's Questionnaire - Methodology, Page 2 of 2



Table of Contents

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**

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.

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?

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.

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.



Table of Contents

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**