



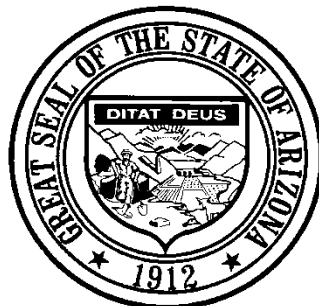
Software Value-Added Reseller (SVAR) Services
MASTER PRICE AGREEMENT

with

Insight Public Sector, Inc.
Contract No. ADSP016-138244

State of Arizona
Lead State

Effective: May 27, 2016 to April 7, 2018



	Offer and Acceptance		State of Arizona State Procurement Office 100 North 15th Avenue, Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP016-00005829	PAGE 70	
	OFFEROR: Insight Public Sector, Inc.	OF 76	

OFFER

TO THE STATE OF ARIZONA:

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

Insight Public Sector, Inc.
 Company Name
6820 South Harl Avenue
 Address
Tempe Arizona 85283
 City State Zip


 Signature of Person Authorized to Sign Offer
David Cristal
 Printed Name

Vice President - General Manager
 Title

Phone: 800-INSIGHT
 Fax: _____

E-Mail: Molly.Randol@Insight.com

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

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

ACCEPTANCE OF OFFER

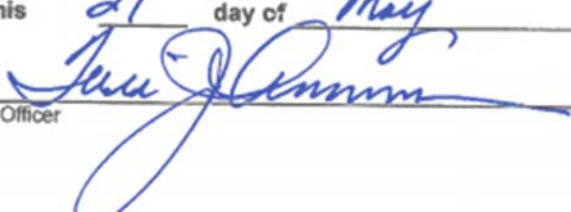
The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. ADSP016-138244

The effective date of the Contract is May, 27, 2016

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

State of Arizona
 Awarded this 27 day of May 2016

 Procurement Officer



Master Agreement Table of Contents

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

Table of Contents

EXECUTED OFFER AND ACCEPTANCE FORM.....	2
TABLE OF CONTENTS.....	3
SECTION 1: NASPO ValuePoint Solicitation ADSP016-00005829 – GENERAL INFORMATION.....	4
SECTION 2: SCOPE OF WORK	7
SECTION 3: NASPO ValuePoint Master Agreement Terms and Conditions	22
SECTION 4: Lead State (State of Arizona) Terms and Conditions	37
State of Arizona Special Terms and Conditions	37
State of Arizona Uniform Terms and Conditions	50



Master Agreement

Section 1: General Information

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

1.1 Purpose

The State of Arizona, State Procurement Office, is requesting proposals for Software Value-Added Reseller (SVAR) services in furtherance of the NASPO ValuePoint Cooperation Purchasing Program (NASPO ValuePoint). The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors so that NASPO ValuePoint Cooperative Members may acquire Commercial off the Shelf Software (COTS) and related services from Software Value-Added Resellers.

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions, as explained in section 3 of the NASPO ValuePoint Master Agreement Terms and Conditions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Section 4).

1.2 Lead State, Solicitation Number and Lead State Contract Administrator (LSCA)

The State of Arizona, State Procurement Office (SPO) is the Lead State and issuing office for this document and all subsequent addenda relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C R2-7-1010 et.seq. The Solicitation #ADSP016-00005829 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator (LSCA) identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator (LSCA) designated by the State of Arizona, State Procurement Office is:

Charlotte Righetti, CPPB, CTNS State Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: (602)542.9127

1.3 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each



Master Agreement

Section 1: General Information

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

1.4 Participating States

In addition to the Lead State conducting this solicitation, the Participating States listed below have requested to be named in this RFP as potential Users of the resulting Master Agreement. Other entities may become Participating Entities after award of the Master Agreement. State specific terms and conditions will govern each state's Participating Addendum that will govern each state's Participating Addendum. A listing of the Participating States can be found in Exhibit I.

1.5 Definitions – all capitalized terms in this document have the meaning as defined in AAC R2-7-101. Any capitalized term not defined in AAC R2-7-101 has the meaning defined below.

"Appliance" means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. For the purposes of this solicitation only an "Appliance" which is the sole means of obtaining the Software product is allowable.

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"Best and Final Offer (BAFO)" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

"Commercial Off the Shelf" ("COTS") for the purposes of this solicitation means non-developmental software which has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.

"End-User License Agreement (EULA)" is a legal contract between the manufacturer (publisher) and the end User of an application that details how the software can and cannot be used.

"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.

"Excluded Software Publishers" means a Software Publisher who is unwilling to do business with a Reseller.

"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.



Master Agreement

Section 1: General Information

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

“Lead State Contract Administrator” (“LSCA”) means the Procurement Officer for the Master Agreement.

“Master Agreement” (“MPA”) means the contractual agreement executed between the winning (awarded) contractor (s) and the Lead State conducting the procurement on behalf of NASPO ValuePoint.

“Non-perpetual license” or Subscription License is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.

“Participating State Contract Administrator” (“PSCA”) means the Procurement Officer for the Participating State.

“Perpetual license” means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.

“Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals

“Publisher” means a software manufacturer (e.g., Microsoft)

“Reseller” means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA-s) contract.

“Reseller Cost” means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating State. Reseller Cost should not include any administrative or other mark-up costs.

“Software” means the computer program, including media and associated documentation.

“Software Licensing” means allowing an individual or group to use a piece of software.

“Software Maintenance and Support” means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.

“Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.

“Volume License Agreements (VLAs)” means an agreement with a Software Publisher wherein the Participating State’s total expected purchasing over a period of time is considered in establishing the discount level.



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

2.1 Software Value-Added Reseller ('Reseller' – "SVAR")

2.1.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

2.1.2 SVAR shall do the following:

2.1.2.1 Provide Commercial Off-the-Shelf-Software (COTS).

2.1.2.2 Honor existing Volume or Enterprise license agreements.

2.1.2.3 Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.

2.1.2.4 Advise the LSCA, each PSCA, and other Purchasing Entities of SVAR's channel partner status with Key Software Publishers.

2.1.2.5 Retain or enhance reseller certifications with software publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each PSCA and other Purchasing Entities explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.1.2.6 Provide Pre-Sale Advisement - **There shall be no charge for these services:**

2.1.2.6.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.1.2.6.2 Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.

2.1.1.6.3 Examples of such advice would be:

- In selecting appropriate software;
- In explaining Volume License Agreements with complicated rules;
- In determining the most cost-effective buying strategies;
- In ensuring that Participating States and other Purchasing Entities are in compliance with licensing requirements; and,
- In finding software options to meet a specific need, for example, a flow-charting package.

2.1.2.7 Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entities.



Master Agreement

Section 2: Scope of Work

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.1.2.8 Provide assistance in explaining and developing Volume License and Enterprise Agreements.
- 2.1.2.9 Provide Software Installation Assistance.
 - 2.1.2.9.1 Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.
 - 2.1.2.8.2 If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.
- 2.1.2.10 Provide Software De-Installation Assistance.
- 2.1.2.11 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses
 - 2.1.2.11.1 Reseller shall have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract.
 - 2.1.2.11.2 Reseller must also have the capability tracking maintenance renewal and other significant due dates.
 - 2.1.2.11.3 At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.
 - 2.1.2.11.4 Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
 - 2.1.2.11.5 States may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards will be determined by that awarding State.
 - 2.1.2.11.6 As may be required by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.
- 2.1.2.12 Notify Participating State and Purchasing Entities of publisher publicly announced changes pertinent to User licensing.
- 2.1.3 SVAR shall Develop and Maintain Website
 - 2.1.3.1 *For Participating States*, Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.
 - 2.1.3.1.1 This web site information shall be available through the Internet without the use of additional software or licenses.



Master Agreement

Section 2: Scope of Work

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.1.3.1.2 Website should be User friendly to allow for quick and easy access and use.
- 2.1.3.1.3 Website shall be available 24 x 7, except for scheduled maintenance.
- 2.1.3.1.4 Website shall be ADA compliant.
- 2.1.3.1.5 No costs or expenses associated with providing this information shall be charged to the States.
- 2.1.3.1.6 Universal Resource Locator (URL) for the website must be supplied to the PSCA and the LSCA within sixty (60) days of the execution of the PA.
- 2.1.3.1.7 The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by States, such as copies of VLAs.
- 2.1.3.1.8 *Publisher Notifications and Other Industry Information.* In the event that a publisher publicly announces changes that are pertinent to User licensing, the Reseller shall assist Users by posting the information on the state websites.
- 2.1.3.1.9 Reseller shall provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary electronic (e.g. Webinars, emails), telephone or on-site training should be provided, as needed, during standard working hours.
- 2.1.3.2 *Contract and General Information.* The website shall provide contract and ordering information to include, at a minimum:
 - 2.1.3.2.1 The contract number(s) (MPA and PA);
 - 2.1.3.3.2 The Reseller primary contact and contacts to whom incidents are to be escalated:
 - Name(s) and titles
 - Areas of responsibility for each contact name;
 - Phone number(s); and,
 - Email address(es).
 - 2.1.3.3.3 Information on use of website,
 - 2.1.3.3.4 Quote and ordering information; and,
 - 2.1.3.3.5 Notifications regarding publishers and products, such as pending key product changes or upgrades.
- 2.1.3.3 *Online Catalog*
 - 2.1.3.3.1 Reseller shall provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by Participating State, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the Participating State. The online catalog shall provide an expansive list



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

of products allowed per the contracts, particularly those products of itemized publishers.

- 2.1.3.3.2 The website shall provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Regardless of the number and types of links to the Reseller's electronic catalog, the Reseller shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog. Online information shall include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses.
- 2.1.3.3.3 Online catalog shall be restricted to just software. Non-authorized products or groups of products shall not be on the website. Reseller shall not use this proposed website to cross sell or cross advertise other products and or services the Reseller may be able to offer.
- 2.1.3.4 *Product Searching Capability.* At a minimum, the online catalog should be searchable by Purchasing Entity and their VLAs, Software Publisher, Product name, OEM product number, and software description (e.g., GIS, Security). The online category can be modified as Users' needs dictate, such as including products obtained through a distributor (non-itemized publisher products) that are frequently purchased.
- 2.1.3.5 *Online Product Quotes.* Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For high dollar purchases, or quantity purchases, Purchasing Entity should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online. Website should have capability to track all quotes by Purchasing Entity and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions. Purchasing Entities can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).
- 2.1.3.6 *User Differentiation.* Catalog should be designed so as to provide a means to identify the Participating State (state agency or other eligible Purchasing Entity). This method used must not require any administrative tasks on the part of the LSCA for the MPA, the PSCA for the individual PSCA. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.
- 2.1.3.7 *Online Reports.* Website shall have capability to provide order history, as well as order status and order tracking.
- 2.1.3.8 *Other.* Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Reseller and approved by State.



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

2.2 COTS Products

2.2.1 Software which requires little or no services

	IN SCOPE Offerings		OUT OF SCOPE Offerings
LICENSING TYPE	COTS	Individual Licensing Volume Licensing Enterprise Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	<i>none</i>
Delivery	Shrink-Wrap	Download	<i>none</i>
HOSTING as part of delivery & use.	On Premise	Off Premise	<i>Managed Service</i> <i>Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as a MSP, on behalf of a customer</i> mspalliance.com/definition-of-managed-services/

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

2.2.1.2 Licenses and Maintenance Agreements

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

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

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



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

Master Agreement reporting purposes. If a PSCA elects to have multiple SVAR contractors, Reseller's responsibilities will be delineated in that State's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Participating State's VLA required sales levels to ensure the Participating State does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.1.2.2 *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.2.1.3 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

2.2.1.3.1 *Software Maintenance and Support.* Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

2.2.1.3.2 *Software Updates.*

2.2.1.3.2.1 Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

2.2.1.3.2.2 Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.

2.2.1.3.3 *License Confirmations*

For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

- (i) Certified Licensing Confirmation Certificates for all software licenses;
- (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or,
- (iii) Written confirmation from the Reseller or Publisher accepting the Eligible Participating State's contract or purchase order as proof of license.

The form of "Proof of License" provided must be acceptable proof to the Publisher, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller will retain an electronic file of Participating State's Proof of Licenses and provide copies to the Participating State as requested.

2.2.1.3.4 *Transitioning License Tracking Information at Contract Termination*

The license information data acquired and retained by Reseller will be stored as sortable data fields so the license information can be transferred to the Participating State upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

2.2.1.4 Leases

Lease purchase and term leases are allowable only for Purchasing States whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.

2.2.1.5 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Key Itemized Publishers, Other Itemized Publishers, and Non-Itemized Publishers. See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new publishers may be added by amendment to the itemized publishers' lists.

2.2.1.5.1 *Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).*

The products of the publishers in this category represent the highest tier of sales volume identified for this solicitation, of those publishers who sell through resellers. This category is the one most likely to include a Participating State's enterprise or high volume agreements with a publisher. Resellers shall be certified direct resellers for publishers in this



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

2.2.1.5.2 Other Itemized Publishers (High Volume, Itemized Lines). The products of the publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating State's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher

2.2.1.5.3 Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software not specifically itemized. Enterprise or Volume Licensing Agreements are not anticipated in this category. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category

<u>KEY ITEMIZED PUBLISHERS</u> Certification as Direct Reseller.	<u>OTHER ITEMIZED PUBLISHERS</u> Certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate	<u>NON-ITEMIZED PUBLISHER</u> One 'not to exceed' rate
ADOBE	AI SQUARED	
CITRIX	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	
MICROSOFT	ALLIANCE ENTERPRISES	
NOVELL	APPLE	
SYMANTEC	ATTACHMATE – MICROFOCUS	
VMWARE	AUTODESK	
	AUTONOMY – HP	
	BAKBONE – DELL	
	BARRACUDA	
	BOMGAR REMOTE SOFTWARE	
	CA TECHNOLOGIES	
	CISCO	
	COMPUTRONIX USA	



Master Agreement Section 2: Scope of Work

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

	COMPUWARE	
	COREL	
	DOUBLETAKE	
	EMC	
	ENCHOICE	
	ESET	
	ESRI	
	FREEDOM SCIENTIFIC	
	GUARDIAN EDGE – SYMANTEC	
	GW MICRO	
	IBM	
	ICM CONVERSIONS	
	INFOR	
	INTERMEDIX EMSYSTEMS	
	HP	
	HUMANWARE	
	INFORMATION BUILDERS	
	KRONOS SOFTWARE	
	LANDESK	
	LASERFISCHE	
	LIQUIDWARE STATUSPHERE	
	MICROFOCUS INC	
	MINJET	
	MPS	
	MQSOFTWARE – BMC SOFTWARE	
	NCIRCLE	
	NETOP	
	NUANCE	
	ORACLE	
	OSAM	
	PASSPORT	
	PATCHLINK	
	PROOFPOINT	
	RSA SECURITY	
	REFERENCIA SYSTEMS	
	SAP AMERICA	
	SAS	
	SOLUTIONS SOFTWARE	
	SOPHOS	
	SPLUNK SOFTWARE	
	STASEEKER NETWORK INFRASTRUCTURE MONITORING	
	STELLEMENT – ORACLE	



Master Agreement Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

	SUNGUARD	
	SYBASE	
	TECHSMITH	
	TREND MICRO	
	TRUSTWARE	
	ULTRABAC	
	VORMETRIC	
	WEBSense	

2.2.1.6 Software Publishers, General Representation.

2.2.1.6.1 *Excluded Software Publishers.* The Reseller must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the LSCA or designee of any Excluded Software Publishers and provide explanations for the non-representation.

2.2.1.6.2 *Expanded Representation.* The Reseller is expected to continue to work towards reseller certifications with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers

2.2.1.7 Price Quote, General. Pricing is submitted in the MPA as a percentage of Reseller Cost. Individual PA's will use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.2.1.7.1 *Telephone or Email Quote Support.* Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.2.1.7.2 *Quoted Delivery Method.* The quote must clearly indicate the method of delivery, whether via media, download, or **3.3 Services** below.

2.2.1.7.3 *Timely Quotes.* Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.2.1.7.4 *Guaranteed 30 Day Quote.* Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.

2.2.1.7.5 *Sales Promotion.* The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the LSCA. The request should include: the product or product groups, the promotional price as compared to the standard price and the Master Agreement price for the product or product groups, and the start and end dates of the sales promotion. LSCA's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion to all Participating Entities.

2.2.1.7.6 A Participating State or other Participating Entity may allow the Contractor to charge a credit card fee in their Participating Addendum.

2.2.1.8 Product Delivery and Returns

2.2.1.8.1 Media. The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating State including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

2.2.1.8.2 Delivery Period. Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

ship date. If this delayed delivery is unacceptable to Purchasing Entity, the order can be cancelled without penalty.

2.2.1.8.3 Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing Entity within seven (7) days of initial notification.

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

2.3 Services

	IN SCOPE		OUT OF SCOPE
SOFTWARE & LICENSING TYPE	COTS	Volume Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	Not Applicable
Delivery	Shrink-Wrap	Download	Not Applicable
Hosting as part of delivery & use	On-Premise	Off-Premise	Managed Services
SERVICES	Basic Installation, Training and Maintenance <i>Means that activity which does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work).</i>		Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties

2.3.1 In Scope Services:
Basic Installation, Maintenance packages and Training (3.4) are considered to be within the Scope of this Solicitation. This Master Agreement is intended for the acquisition of distributed, commercial off the shelf software



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

2.3.2 (RESERVED)

2.3.3 A Participating State may include a statement in their Participating Addendum allowing state employees to purchase software licenses.

2.3.4 Individual Participating Addendums may further limit the Scope of this Solicitation.

2.3.5 This Master Agreement is not intended for the purchase of custom software applications.

2.4 Training.

2.4.1 Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.

2.4.2 Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

2.5 Customer Service and Representation.

2.5.1 *Dedicated Representation and Timely Response.* Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller must commit to returning phone calls or responding to emails within two (2) business days.**

2.5.2 *Problem Escalation.* The Reseller must provide an incident escalation path for each State, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.3 *Product purchasing trends.* **The Reseller will speak with LSCA and sourcing team quarterly** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.

2.5.4 Contract Reviews.

2.5.4.1 Reseller is expected to conduct **quarterly reviews** of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA.**

2.5.4.2 At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PSCA.

2.5.4.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

2.5.4.3.1 Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services

provide reports, at this review. At a minimum, the audit will report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

2.5.4.3.2 Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating States.

2.5.4.3.2 In a renewal year, the annual review will take place prior to contract extensions.

2.6. Interactions with Software Publishers

- 2.6.1 *Best Interests of Participating State.* Reseller would represent the best interests of the Participating State and other Participating Entities in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers' specials, promotions, coupons or other savings opportunities.
- 2.6.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller to arrange with the software publisher or software publisher's designee for implementation, customization, training, support, maintenance and other software related services. **The provision of said services must be under a separate agreement between the Participating State and the applicable parties.**

2.7 Reporting

- 2.7.1 *Standard Reports*
Individual participating states may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the States. Reseller shall advise of standard reports which they can provide, and work with participating states on additional standard reports.
- 2.7.2 *Online Reports*
The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Participating State shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.
- 2.7.3 *Custom Reports*



Master Agreement Section 2: Scope of Work

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

Participating State and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

2.8 Other Value-Added Services

SVAR may propose other Value-Added Services, e.g., key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the PSCA, would be added to the final awarded contract.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: ADSP016-138244
Description: Software Value-Added Reseller (SVAR) Services



1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating State's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance of a Product for which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.

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

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

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

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

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

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



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

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

Participating State means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating State.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for successive periods with a maximum aggregate, including all extensions, not to exceed five (5) years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

- Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

Provisions governing confidentiality of information during performance of orders for the State of Arizona are governed by The State of Arizona Special Terms and Conditions. Except where a Participating Addendum prescribes otherwise, this section governs confidentiality and disclosure of information of other Purchasing Entities.

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating State, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

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

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

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

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

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



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating State shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

Section 3.2.1.8 of the solicitation prescribes requirements for product delivery and return.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by "force majeure," as that term is defined in and under conditions specified in section 6.4 of the State of Arizona Uniform Terms and Conditions.

14. Indemnification

a. Section 5.1X1.1 of the State of Arizona Special Terms and Conditions governs indemnification of the State of Arizona. With respect to other entities, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Section 6.3 of the State of Arizona Uniform Terms and Conditions governs indemnification of the State for intellectual property infringement claims. With respect to other entities the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

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

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

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



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

17. Insurance

a. The insurance requirements of the State of Arizona are specified in section 5.1 X 1.2 of the State of Arizona Special Terms and Conditions. For performance in other states, unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating State's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating State's option, result in termination of its Participating Addendum.

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

1) Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Damage to Rented Premises \$50,0000

Each Occurrence \$1,000,000

2) Business Automobile Liability

Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000

3) Technology Errors & Omissions Insurance

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this contract is completed.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating State by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating State's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating State who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating State, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating State, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply with solicitation section 5.10, Compliance with Applicable Laws.

19. License of Pre-Existing Intellectual Property

Any rights to intellectual property shall be as prescribed in the Lead State's solicitation and resulting contract, and Purchasing Entities shall have the same rights as the Lead State under those provisions.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating State, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating State is located.

g. Resale. "Resale" means any transfer of software for compensation or assignment of services for compensation. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes software and services that are deliverables). Absent any



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Any prompt payment terms proposed by contractor shall be extended to all Purchasing Entities.

24. Public Information.

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

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating State, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states, such as the State of Arizona, may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).
- b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III_Cooperative Contract Sales Reporting Data Requirements and Data Format.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Determination of the acceptability of services shall be made by the sole judgement of the Purchasing Entity. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the Purchasing Entity. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship, and successfully performing all required Tasks. Nonconformance to a stated acceptance and performance criteria of both services and or products, as required, shall result in a delay for payment. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of 90 days from the date of Acceptance in accordance with the provisions of section 7 of the State of Arizona Uniform Terms and Conditions and section 5.1 N. of the State of Arizona Special Terms and Conditions, with rights of the State available to other Purchasing Entities. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. (RESERVED)

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Product consisting of tangible media free and clear of all liens, encumbrances, or other security interests.

32. Waiver of Breach

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



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating State's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating State's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating State's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating State state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.



Master Agreement

Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

38. State Government Support

No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entity, other than payment, are required under the Master Agreement.

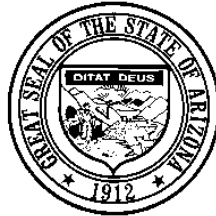


Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**



5.1 State of Arizona Special Terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of two (2) years, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions

The Contract term is for period stated in Item B. subject to additional successive periods with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type – Fixed Price

E. Eligible Agencies (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

J. Price Adjustment

Any price adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

L. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

M. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

N. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials, that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

O. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on Users or prevent the Materials from performing as required under the terms and conditions of this Contract.

P. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

Q. Administrative Fee/Usage Reports

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.

The Administrative Fee is the responsibility of the contractor. The Administrative Fee is a part of the contractor's unit prices and is not to be charged directly to the customer in the form of a



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

separate line item. In accordance with Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions, the 0.25% NASPO ValuePoint Administrative fee shall be incorporated into the Offerors base price. Other states, including the State of Arizona, may negotiate additional Administrative Fees in their Participating Addenda following award of a Master Agreement.

Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

2. State of Arizona Fee Amount:

Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers.

3. Method of Assessment

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative> . At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

4. Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

- 4.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov
- 4.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:
Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007
5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

R. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

T. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

1. Failure to Perform

If Contractor fails to complete any deliverable, then Contractor shall:

- 1.1 Promptly perform a root-cause analysis to identify the cause of such failure;
- 1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- 1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

failure; and

1.4 If appropriate under the circumstances, take action to avoid such failure in the future.

2. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

U. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract

V. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

W. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

X. Indemnification and Insurance

1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

1.3.1 Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

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

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

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards,



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents,



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Y. **Data Privacy and Security**

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

Z. **Data Privacy/Security Incident Management**

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

for the State CIO, the CISO and key personnel.

AA. Security Requirements for Contractor Personnel

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of the State as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

1. Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;
2. UNAX/confidentiality Training;
3. HIPAA Privacy and Security Training; and
4. Information Security Training.

BB. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

CC. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

Suggested References:

<https://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf>

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/>

DD. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

5.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

the Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by



Master Agreement

Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-138244**
Description: **Software Value-Added Reseller (SVAR) Services**

the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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- Apple
- Cloudera

Vendor neutral

- Networking Fundamentals
- Wireless
- Virtualization
- VoIP & Telephony
- Data Center
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- ITIL
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Training Health Check

Diagnose Your Organization's Needs

- Have you mapped out your 2015 training plan?
- What prompts training at your company?
- How do you/your team/your company handle training and skill development?
- What technologies do you currently support and how do you plan on leveraging new technologies to optimize future performance?
- Do you have any upcoming projects that could be facilitated by training?
- Are you up-to-date on certifications and compliance?
- What skill gaps do you/your team currently have and how do you plan to address them?

Please contact your Insight Rep to get yourself and your organization started on a learning path with Insight & Global Knowledge!



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ATTACHMENT A TABLE OF CONTENTS

ATTACHMENT A: RESPONSE TO SCOPE OF WORK – QUALIFICATIONS	1
1. OVERALL COMPANY INFORMATION	1
1.1. Business Operations	1
1.2. Key Personnel	6
1.3. Account Management Team	14
1.4. Subcontractors	17
2. COMPANY’S EXPERIENCE.....	17
2.1. Account Management.....	17
2.2. License Management.....	20
2.3. Training.....	21
2.4. Software Advisement	22
2.5. Other (specify)	24
3. CLIENTS	25
3.1. Provide information on Offeror’s current government client list.....	25
3.2. If Offeror has no government clients, note this in your response and answer questions 3.1.1 through 3.1.3 based on non-government clients..	29
3.3. References.....	29
4. FINANCIAL/ACCOUNTING INFORMATION AND DISCLOSURES	30
4.1. Proof of Financial Stability.....	30
4.2. Disclosures	31

Attachment A: Response to Scope of Work – Qualifications

1. Overall Company Information

1.1. Business Operations

1.1.1. Provide a Brief overview of business operations, with an emphasis on the provision of services as a Software Value-Added Reseller.

Insight Enterprises, Inc. ("Insight Enterprises") is a global provider of information technology hardware, software and service solutions to business and public sector organizations. Founded in 1988 and headquartered in Tempe, Arizona, Insight operates in 22 countries, serving clients in more than 200 countries worldwide, employing 5,400 teammates, and earning \$5.3 billion in revenue in 2014.

Insight Enterprises is ranked number 483 on the 2014 Fortune 500 and provides software lifecycle support for 80% of the Global Fortune 500 through its broad offering of hardware and software products with access to over \$3 billion in virtual inventory, efficient supply-chain execution, and customizable e-commerce capabilities. In addition, Insight Enterprises is a global software reseller with extensive License Management Services, more than 2,300 product and industry certifications, partnerships with 5,000 manufacturers and publishers, and over 70,000 commercial and public sector clients globally.

Insight Public Sector, Inc. ("Insight" or "IPS"), a subsidiary of Insight Enterprises, was incorporated in 1994 and is one of the nation's leading technology partners to state government, local government, and education entities ("SLED"). Our experienced sales teams understand the unique needs of public sector customers, and we tailor our services to meet those needs.

Insight's vision is to build meaningful connections to help organizations run smarter. We act as an extension of your team with certified and experienced specialists, architects, consultants, and engineers for first-class service and support. Our values are as follows:

- We exist to serve our clients
- We respect each other
- We develop and value our teammates
- We act with integrity to promote our vision and our goals
- We strive for operational excellence in all we do

Our process knowledge & technical expertise allow us to assess, design & deploy IT solutions to help our clients enable, manage & secure their IT environments. Our product fulfillment & logistics capabilities, management tools & technical expertise make designing, deploying & managing IT solutions easier for our clients while helping them control their IT costs.

Insight's goal is to help customers streamline their procurement, integration, inventory management, deployment and maintenance processes to allow their IT Department to become more efficient while lowering acquisition and operation costs.

With the continual emergence of new technologies & technology solution options in the IT industry, organizations continue to seek technology providers to supply value-added advice to help them identify and deploy IT solutions, rather than to just provide product selection, price & availability.

Key Benefits NASPO ValuePoint, Participating States ("State") and Purchasing Entities ("Entity") receive when partnering with Insight as a software value-added reseller:

- **Highly Customized eCommerce System.** Insight provides a secure customized web portal, providing specific standard manufacturer products, intelligent routing, customized approval processes, real-time and contract negotiated pricing, workflow, license tracking, proof of license, and on demand SIIA certified reporting.
- **Product Sourcing.** Insight's extensive sourcing capabilities provide our clients decreased delivery time frames and better allocation of products in times of product shortage.
- **Competitive Pricing.** Insight will leverage our direct publisher relationships and buying power as a major corporation to offer all licensing programs while tracking milestones to allow States and Entities to take advantage of economies of scale. Our regularly scheduled review process allows us to report on our client's spending trends and recommend specific opportunities for future cost reductions.
- **Reporting Capabilities.** Extensive SIIA certified reporting capabilities enable the LSCA, States, Entities and Insight to manage and track the procurement process specific to each state and individual entity. Consolidated reporting is available to authorized administrators through the web portal. Additionally, Insight can provide customized reports to clients who may require specific reporting templates.
- **An experienced Account Management Team.** Insight has a team that understands the complexity of public sector business in today's technology procurement environment. The benefit to all NASPO ValuePoint States and Entities is that Insight has developed the teams and processes that are in place to manage the unique opportunities and challenges faced by state and local governments and educational institutions.
- **Insight's Technical Expertise /Certifications.** We continue to invest in our people, systems, certifications and portfolio of solution offerings around the world. Insight has more than 1,100 service professionals with over 2,500 technical certifications in products and technologies and broad expertise across virtually every vertical industry segment. Our technology practice solutions groups are made up of industry-, technical- and product-certified engineers, and specialists who are current on best practices and the latest developments in their respective practice areas and trends impacting the IT industry. Our technology practices bring deep technical skills in vital solution areas to help our clients implement strategic technologies.
- **License Tracking, License Proofs and Software Support Processes.** Experience has taught us it is imperative for public sector clients to have tools in place that provide access to license tracking and license proofs. Utilizing experienced account management, specialized teams, Insight's web portal, and reporting tools, Insight provides these valuable services. As part of Insight's commitment to license tracking accuracy, we understand it may be required for us to work with computer hardware or equipment contractors. Our system has the capacity to do this and we have performed this service many times before.

- **Breadth of Product.** Insight represents thousands of publishers, with over 18,000 active publishers currently set up in our ERP system, allowing contract administrators to choose from a wide variety of software solutions as standards in each state. The breadth of publishers allows each State or Entity to streamline all software purchasing under one single contract. Software requirements are supported by Insight Account Teams, in-house software experts, and Partner Champions, giving clients direct access to the latest product and program information.

Insight is confident that we meet and in fact exceed all requirements listed in the SOW.

1.1.2. Provide the following information using the format below.

Insight Response: Provided below is the information requested in 1.1.2, numbers 1.1.2.1 – 1.1.2.8.

Required Information	Offeror's Response
1.1.2.1 Offeror's Full Legal Name	Insight Public Sector, Inc.
1.1.2.2 Primary Business Contact Information	Molly Randol, 480-333-3000 6820 South Harl Avenue, Tempe, AZ 85283; SLEDcontracts@insight.com, www.ips.insight.com
1.1.2.3 Date Company was Established	April 19, 1994
1.1.2.4 Location Where Offeror is Incorporated	Illinois
1.1.2.5 Ownership Structure	Insight Public Sector, Inc. is a subsidiary of Insight Enterprises, Inc.
1.1.2.6 Office Locations	See Map and Table Below
1.1.2.7 Organizational Chart	See Organizational Chart Below
1.1.2.8 Contact Information for Individual(s) who is responsible for any clarifications or discussions regarding the submitted response	Molly Randol Email: Molly.Randol@Insight.com Phone: 303-523-0904
	Vanessa Deppisch Email: Vanessa.Deppisch@Insight.com Phone: 480-902-1055
	Todd Sebring Email: Todd.Sebring@Insight.com Phone: 480-333-3082



Figure 1: Insight U.S. Office Locations

Office Location	Address	Contact Information
Corporate Headquarters		
Tempe, AZ	6820 South Harl Avenue, Tempe, AZ 85283	1-800-467-4448 (800-INSIGHT)
Insight Public Sector		
Atlanta, GA	500 Northridge Rd., Suite 325, Atlanta, GA 30350	678-823-4300
Austin, TX	2525 Brockton Drive, Suite 390, Austin, TX 78758-4411	1-800-467-4448 (800-INSIGHT)
Chicago, IL	2250 Pinehurst Blvd. Suite 200, Addison, IL 60101-6100	800-888-5390
Boston, MA	1432 Main Street, Waltham, MA 02451	800-624-0503
Chantilly, VA	14520 Avion Parkway, Suite 310, Chantilly, VA 20151-1114	800-788-4688
Columbus, OH	2 Easton Oval, Suite 350, Columbus, OH 43219-6193	866-637-8680
McAllen, TX	2712 N. McColl, McAllen, TX 78501-5508	1-800-467-4448 (800-INSIGHT)
Minneapolis, MN	6600 France Avenue S., Suite 350, Edina, MN 55435-1810	800-800-4394
New York, NY	1 Penn Plaza 19th Floor, Suite 1929	646-428-1400
Tampa, FL	2701 N. Rocky Point Drive, Suite 300, Tampa, FL 33607-5920	813-637-7000
Plano, TX	3480 Lotus Drive, Plano, TX 75075-7834	800-624-0503
Liberty Lake, WA	22721 E. Mission Ave., Liberty Lake, WA 99019-7504	800-735-0010
San Jose, CA	19225 Stevens Creek, Blvd., Cupertino, CA 95014	877-776-0610

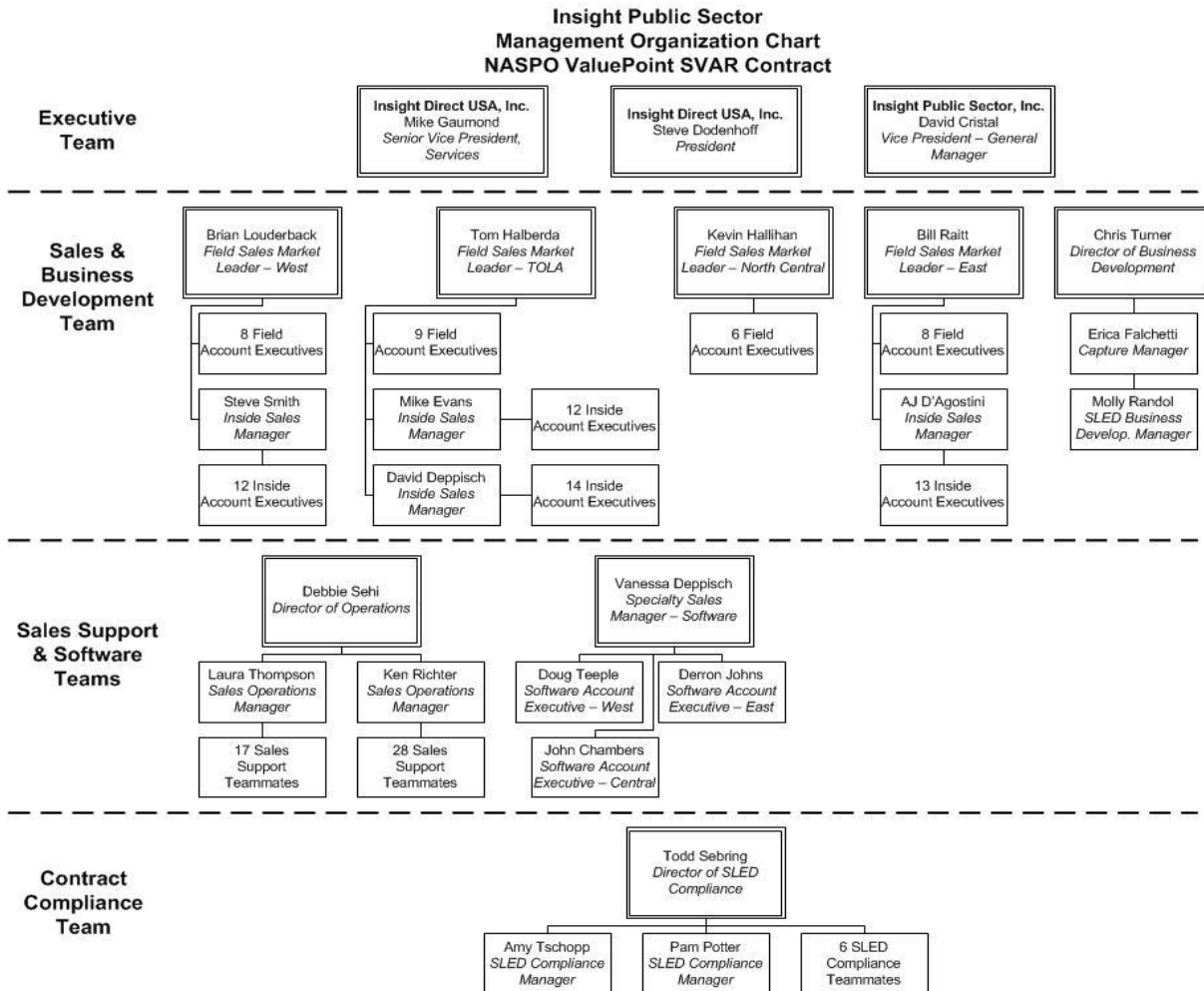


Figure 2: Insight Public Sector Organizational Chart

1.2. Key Personnel –Provide the information, using the format below, regarding each Key Personnel for a resultant contract for items 1.2.1 through 1.2.5

Required Information	Offeror's Response
1.2.1 Name	Bill Raitt
1.2.2 Position/Title and reporting responsibilities	Field Market Manager – East
1.2.3 Years of industry experience	24 Years
1.2.4 Years in current position	4 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As Manager of the Field Sales Team for SLED customers in the East Region, Mr. Raitt will continue to manage his team of Field Account Executives for the region. He is focused on working with the sales team and partners to drive sales under the contract in the region. He will support the business relationships with our current Participating States as well as all new relationships begun under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	Education: 1979, A.A., Business Administration, Northern Essex Community College, Haverhill, MA Experience: Since joining the organization in 2011, Mr. Raitt has supported Insight Public Sector in a market leader capacity for customers in the East Region. His professional experience includes inside sales account management, and inside sales team management
1.2.1 Name	Kevin Hallihan
1.2.2 Position/Title and reporting responsibilities	Field Market Manager – North Central
1.2.3 Years of industry experience	23 Years
1.2.4 Years in current position	14 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As Manager of the Field Sales Team for SLED customers in North Central Region, Mr. Hallihan will continue to manage the team of Field Account Executives for the region. He is focused on working with the sales team and partners to drive sales under the contract in the region. He will support the business relationships with our current Participating States as well as all new relationships begun under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials /	Education: 1990 B.S., Political Science, Illinois State University, Normal, IL, Experience: Mr. Hallihan is a sales professional with over 23 years of experience in Information Technology sales. The

certifications / employment	majority of his career has been spent building relationships and sales in the public sector market including both SLED and Federal verticals. He has consistently met his sales goals, demonstrating his ability to deliver IT solutions that solve his clients' business needs.
1.2.1 Name	Tom Halberda
1.2.2 Position/Title and reporting responsibilities	Field Market Manager – Texas, Oklahoma, Louisiana, Arkansas (TOLA)
1.2.3 Years of industry experience	33 Years
1.2.4 Years in current position	9 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As Manager of the Field Sales Team for SLED customers in the Texas, Oklahoma, Louisiana, and Arkansas (TOLA) Region, Mr. Halberda will continue to manage the team of Field Account Executives for the region. He is focused on working with the sales team and partners to drive sales under the contract in the region. He will support the business relationships with our current Participating States as well as all new relationships begun under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	Education: 1980 B.A., Business Administration, Western Michigan University, Kalamazoo, MI Experience: Mr. Halberda's areas of expertise include Public Sector sales management; product management marketing; budget development and expense control; business plan development and channel distribution strategies. He has extensive executive level SLED sales experience.
1.2.1 Name	Brian Louderback
1.2.2 Position/Title and reporting responsibilities	Field Market Manager – West
1.2.3 Years of industry experience	16 Years
1.2.4 Years in current position	7 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As Manager of the SLED Field Sales Team for SLED customers in the West Market, Mr. Louderback will continue to manage the team of Field Account Executives for the territory. He is focused on working with the sales team and partners to drive sales under the contract in the Market. He will support the business relationships with our current Participating States as well as all new relationships begun under the new contract.
1.2.6 In addition, provide a brief resume	Education: 1999 B.S., Marketing, Arizona State University,

which contains education / credentials / certifications / employment	Tempe, AZ, Experience: Mr. Louderback has served as a member of the Insight Public Sector team for over 16 years. His career at Insight has included various sales roles within the IPS organization to include inside/outside sales, marketing, P&L management, general management, and channel and partner management.
1.2.1 Name	AJ D'Agostini
1.2.2 Position/Title and reporting responsibilities	Inside Sales Manager - East
1.2.3 Years of industry experience	17 Years
1.2.4 Years in current position	2 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As Manager of the SLED Inside Sales Team for SLED customers in the East Market, Mr. D'Agostini will continue to manage the team of Inside Sales Account Executives for the territory. He is focused on working with the sales team and partners to drive sales under the contract in the Market. He will support the business relationships with our current Participating States as well as all new relationships begun under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	Education: 1992 B.A., Sociology, Arizona State University, Tempe, AZ Experience: Mr. D'Agostini has over 17 years of sales experience in the Information Technology industry. He has supported IPS throughout his entire tenure at Insight. His strong understanding of IPS processes and offerings in combination with his understanding of the public sector contract landscape, enable him to effectively manage the sales team in the East region. By knowing how to work with the various departments within Insight and the various branches, he is able to successfully support cross functional sales in order to support customers' business needs.
1.2.1 Name	Dave Deppisch
1.2.2 Position/Title and reporting responsibilities	Inside Sales Manager – Central
1.2.3 Years of industry experience	18 Years
1.2.4 Years in current position	16 Years
1.2.5 Proposed role relative to Offered services. Include the	As Manager of the SLED Inside Sales Team for SLED customers in the Central Market, Mr. Deppisch will continue to manage the team of Inside Sales Account Executives for the territory. He is

functions and tasks for which they will have prime responsibilities.	focused on working with the sales team and partners to drive sales under the contract in the Market. He will support the business relationships with our current Participating States as well as all new relationships begun under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	Education: 1995 B.A., English, Miami University, Oxford, OH Experience: Mr. Deppisch joined Insight in 1997 and since then he has exclusively supported Insight's SLED customers in both account management and sales team management capacities. He is a strong leader who is dedicated to developing his sales team's sales skills in order to drive new business and provide support that results in customer satisfaction. He has demonstrated success utilizing public sector contracts and has a strong understanding of contract rules, regulations, and usage.
1.2.1 Name	Steve Smith
1.2.2 Position/Title and reporting responsibilities	Inside Sales Manager - West
1.2.3 Years of industry experience	16 Years
1.2.4 Years in current position	5 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As Manager of the SLED Inside Sales Team for SLED customers in the West Market, Mr. Smith will continue to manage the team of Inside Sales Account Executives for the territory. He is focused on working with the sales team and partners to drive sales under the contract in the Market. He will support the business relationships with our current Participating States as well as all new relationships begun under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	Education: 2008 B.A., Interdisciplinary Studies, Arizona State University, Tempe, AZ Experience: Mr. Smith has over 16 years of experience in the IT industry, 15 of which have been spent supporting public sector customers in some capacity. His career experience includes employment with IBM Direct, Lenovo Direct, Toshiba, and HP. In his current role, he manages an eleven-person Inside Sales Team that supports customers in Pacific Northwest and Southwest regions. His extensive knowledge of the public sector, and knowing how to work directly with manufacturers in order to meet each customer's needs, makes Mr. Smith a highly effective member of IPS.
1.2.1 Name	Mike Evans
1.2.2 Position/Title and reporting responsibilities	Inside Sales Manager – Education K-12

1.2.3 Years of industry experience	15 Years
1.2.4 Years in current position	2 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As an Inside Sales Team Manager, Mr. Evans focuses on managing the Inside Sales Account Executives who solely support K-12 customers. He will continue to manage the team of Inside Sales Account Executives for the territory. His focus is on working with the sales team and partners to drive sales under the contract in the market. He will support the business relationships with our current Participating States as well as all new relationships initiated under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	<p>Education: Coursework at the University of Phoenix and Austin Community College</p> <p>Experience: After spending four years in the U.S. Army and National Guard, Mr. Evans began his career in the IT Industry. His experience includes employment in a sales capacity with both IT OEMs and Value Added Resellers, all of which was centered on Public Sector customers. He has a strong track record of successfully managing his teams and ensuring that his team has adequate coverage to support all of the team's customers. He has served as both a Regional Sales Manager as well as his currently held National Sales Manager position, serving K-12 entities across the U.S.</p>
1.2.1 Name	Todd Sebring
1.2.2 Position/Title and reporting responsibilities	Director of Compliance, SLED
1.2.3 Years of industry experience	23 Years
1.2.4 Years in current position	10 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As the Director of SLED Compliance for IPS, Mr. Sebring will continue to manage all contract compliance activities and proactively mitigate any contract risk. He has overall responsibility and oversight of the compliance team which is tasked with ensuring Insight meets compliance requirements including, but not limited to, contract pricing, eligibility, and reporting. He will use his current contract compliance knowledge as well as ensure that Insight meets any new areas of contract compliance. He will remain the prime business owner related to the development of IPS' Contract Module within Insight's ERP system to further enhance Insight's compliancy capabilities.
1.2.6 In addition, provide a brief resume which contains	<p>Education: 1992 B.A., History and Political Science, University of Central Florida, Orlando, FL</p> <p>Experience: For over 17 years, Mr. Sebring has supported</p>

education / credentials / certifications / employment	Insight's Public Sector customers through various roles within the organization. He has served as an Inside Sales Manager for Florida; SLED East Region Business Development Manager; National Business Development Manager for SLED; Senior Strategy Development Manager; and Senior Manager of Compliance. He has a great deal of expertise in SLED contracts, negotiations, terms and conditions, compliance, audits, contract management, IT systems, as well as partner teaming and dealer programs and agreements, all of which allow him to ensure compliance with IPS contracts.
1.2.1 Name	Pam Potter
1.2.2 Position/Title and reporting responsibilities	Manager, SLED Compliance
1.2.3 Years of industry experience	15 Years
1.2.4 Years in current position	2 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	As the Manager of Compliance for IPS' SLED contracts, Ms. Potter is responsible for working directly with the NASPO ValuePoint organization and state procurement offices to ensure that Insight is properly administering the Master Agreement and Participating Addendums. She will remain responsible for this relationship under the new contract.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	<p>Education: 1976 B.A., General Business, Junior Valley College, San Bernardino, CA</p> <p>Experience: Ms. Potter has over 15 years of industry experience supporting Public Sector sales activities. Her experience in supporting Insight's Public Sector business is comprised of various roles to include Contract/Proposal Specialist, Proposal Manager; Federal Contract Compliance Manager; and SLED Contract Compliance Manager (current role). She is responsible for the day-to-day management of IPS' SLED contracts. Management includes communicating with Contracting Officers; updating customer and sales price lists; adding and deleting products from the contract; contract performance reviews; and customer reports. Ms. Potter possesses strong communication skills and displays a passion for ensuring IPS remains in compliance of contract requirements as well as maintaining satisfied customers under the contract.</p>
1.2.1 Name	Vanessa Deppisch
1.2.2 Position/Title and reporting responsibilities	Manager of Software Specialty Sales, IPS Software Market

1.2.3 Years of industry experience	14 Years
1.2.4 Years in current position	3 Years
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	Ms. Deppisch is responsible for driving software sales for IPS' business. She does so by managing a team of software account executives who provide expertise and support in the area of software to Insight's Public Sector account executives in both the Field and Inside Sales.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	<p>Education: 2000 B.S., Animal Science, Washington State University, Pullman, WA</p> <p>Experience: For over 13 years Vanessa has been connected to software sales whether in a direct sales role, sales management or specialty sales capacity. To the organization and the IPS team, she brings excellent knowledge of Microsoft and other major software publishers' products and licensing programs. The majority of her experience has included supporting state, local, education, and federal customers.</p>
1.2.1 Name	Molly Randol
1.2.2 Position/Title and reporting responsibilities	Manager, SLED Business Development
1.2.3 Years of industry experience	20 Years
1.2.4 Years in current position	< 1 Year
1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.	Ms. Randol's role in the organization will have her working directly with state procurement offices to educate them on Insight's NASPO ValuePoint contract. She will assist participating states and individual entities throughout the addendum signing process, ensuring each PA is executed smoothly. She will be a dedicated point of contact for states and entities interested in and going through the sign up process.
1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment	<p>Education: 1983 B.A., Business Economics, College of Wooster, Wooster, OH</p> <p>Credentials/Certifications: Purchasing Management Certificate, University of Colorado at Denver</p> <p>Experience: Ms. Randol has over 20 years of experience in the higher education, computer, and government procurement industries. She joined Insight Public Sector in 2015 to serve as an integral part of the contract procurement process. Ms. Randol brings with her experience in developing strong business relationships with partners, vendors, and customers through purchasing roles. Her professional background is rich in technical strategic sourcing activities, which include</p>

	conducting solicitations, evaluations and awards resulting in Price Agreements for goods and services available to State Agencies and other government entities.
--	--

1.3. Account Management Team – Provide a description of the responsibilities of the dedicated account management team(s) that would be assigned to each Participating State under resultant contract. Include a description of how the account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

Account Team for the NASPO ValuePoint SVAR Contract

Insight's account management model integrates a deep footprint of field and inside sales executives, solution consultants, and operational resources across the United States. Our account management approach ensures that all States and Entities have the expert support required throughout the entire Software Lifecycle. We work with clients to examine the IT challenges and landscape of their organization and offer solutions across a broad range of software publishers. We have an objective point of view to provide clients with a cross-brand solution tailored to the needs of their organization.

State Specific Resources

Each State and Entity will be assigned a dedicated account team that possesses the knowledge and expertise needed to support the individual requirements of the organization. By using this teamed methodology we eliminate the possibility of delays in services caused by vacations, illness, or change of personnel. The Account Team will be comprised of:

"[Account Executive], as our point person for information, always ensures quality of service and is relentless at making sure we are satisfied."

- County Master Microsoft Administrator

Account Executive: The Account Executive ("AE") for each State or Entity will be the State's or Entity's single point of contact for the management of their account. AEs will coordinate communications with all shared resources within Insight to ensure that we are matching our solutions to the specific objectives and needs of the client. They will be fully aware of all aspects of the relationship and are backed up by an Inside Sales Team. AEs will be responsible for conducting quarterly business reviews and providing information, such as quote assistance, software recommendations, and tracking and reporting on renewal deadlines, to keep each client's business current. They act as escalation points to ensure complete satisfaction with our services. To ensure that States and Entities receive the most out of their IT purchases, AEs meet with key personnel to review account details, coordinate implementations and rollouts, monitor requirements, and promptly resolve service issues to ensure complete satisfaction. Insight commits to returning phone calls or responding to emails within two (2) business days.

Software Account Executive: Each State or Entity will be supported by a Software Account Executive who takes the lead on complex licensing programs and is the State's or Entity's point of contact for the software specialty teams within Insight. Software roadmaps, special paperwork for one-off deals, arranging software publisher meetings and providing advice on everything software an organization may require are all handled by our Software AEs. Experience has shown us that there is tremendous value in having a dedicated expert who specializes in software products and programs that solve a wide variety of clients' challenges.

Inside Sales Team: A Dedicated Inside Sales Team is responsible for the daily management of a State's or an Entity's accounts. AEs are backed by knowledgeable inside sales team members who provide prompt customer service and support, including timely quotes as defined in 3.2.1.7.3 of the SOW. These representatives are well trained, hold numerous certifications, and understand the nuances of each account. To ensure continued satisfaction, we hold internal team meetings to share account requirements. They are well qualified to answer front line questions on

the IT products and services that we offer. They can support all general price quote requirements to include negotiating with publishers to reduce reseller cost in order to pass on the cost savings to the client. In addition to having direct access to the AE, Insight sets up unique team email aliases so that a client can be assured of a response in the event the Account Executive is unavailable. This alias mitigates any disruption in service or ordering activity. For example, Colorado purchasers can email the "State of Colorado" alias in order to connect with a member of the account team.

Inside Sales teams are committed to promptly answering requests for:

- | | |
|---|--|
| ✓ Ordering and order status | ✓ Odd product searches & sources |
| ✓ Product pricing, information & availability | ✓ Volume licensing information |
| ✓ Help with Insight online catalog and order management website | ✓ New version & upgrade information |
| ✓ Quality check, process and follow up of orders | ✓ Handling invoicing queries |
| ✓ Quotes delivered by fax, email, or online with a 30-day guarantee | ✓ Backorder management |
| | ✓ Telephone and e-mail support |
| | ✓ Liaising with all departments to ensure prompt customer issue resolution |

Quoting and ordering follow this process:

1. Authorized users may place order and quote requests by phone, fax, mail, e-mail (direct or 800-INSIGHT), or through our customizable Web portal at **ips.insight.com**.
2. Once we receive your order it goes through a customer validation, P.O. quality check, a price check, and a product check via our backorder management process.
3. The order is then placed in the system and sent to the appropriate distributor or publisher for that product and an order confirmation is sent to the user via e-mail.
4. The system is updated with distribution information such as ETAs (Estimated Time of Arrivals) and PODs (Point of Delivery).
5. Customized reports, license proofs, management of returns, and invoice queries are available to you either online or through your Inside Software Sales team to help with compliancy.
6. Product/ Key code is then delivered to the name and location you have specified at the time of order entry.
7. Insight's ordering processes and procedures comply with the media, delivery, product returns, and shipping charge requirements in 3.2.1.8.1-4 in the SOW.

No online purchases made with a credit card will be subject to a credit card fee

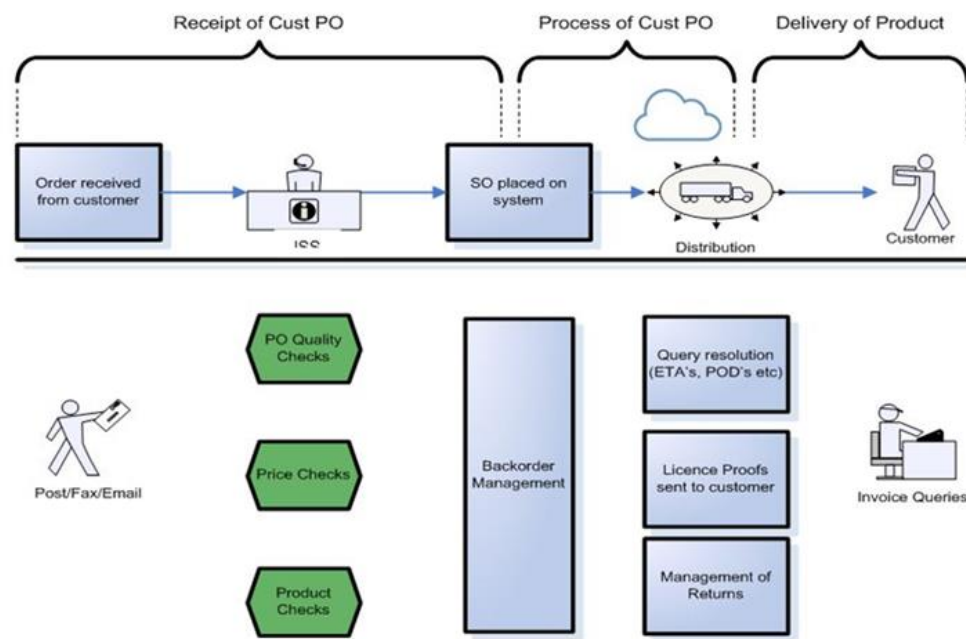


Figure 3 Insight Order Process

Account Team Commitment

Insight Account Teams are committed to ensuring our client's complete satisfaction with our services. We help our clients make the right product decisions to fit their needs, offering high quality client service and solutions to maximize the return on technology investments made through the contract. The Insight Account Team's dedicated approach to account management and client satisfaction philosophy is unparalleled in the industry.

Our dedicated Account Teams go the extra mile for our customers. They are committed to honoring and providing competitive pricing as well as exemplary service. These teams are an extension of our client's organizations. A State's or Entity's assigned AE will look out for their best interests and ensure that all Insight teammates are educated on our service commitments and responsibilities to every account. We understand the challenges of our clients and can help them with their software procurement and management efforts. Listed below are some of the team's objectives:

- ✓ Offer recommendations on licensing that fits a changing environment;
- ✓ Assist in negotiation of publisher contracts from a business requirement perspective;
- ✓ Assist in negotiation of creative pricing models with publishers, i.e., Volume License Agreements, a la carte or upfront purchases, locked pricing for future purchases, maintenance payments, etc.;
- ✓ Assist in managing contracts and publisher benefits; provide comprehensive license and pricing analysis options;
- ✓ Assist in evaluating ROI for specific IT projects; negotiate co-term renewals when appropriate;
- ✓ Set up publisher meetings with business owners when appropriate; and

- ✓ Work with publishers that are generally direct so that business can be processed through Insight allowing us to capture and manage license compliance and maintenance renewals for these publishers.

Quarterly Business Reviews ("QBR")

Included in the value Insight AE's provide our clients is a scheduled quarterly business review with each client to ensure the State or Entity does not miss any deadlines as well as to explore any opportunities as they pertain to the organization's software licensing. This review is used at the end of the quarter for review of business activities and performance measurements during the past quarter and to prepare initiatives for the upcoming quarter. Actual costs and savings opportunities are discussed during this briefing. Agenda items to be covered may include, but are not limited to:

- Purchase activity year-to-date
- Current and future projects
- Forecasting
- Open forum to discuss any issues
- Review expectations of both the participating state and Insight
- Support and maintenance renewals
- New software versions or other product changes

These status meetings give Insight a scheduled and structured process to maintain the lines of communication with our clients. The figures and graphics consolidated and presented in the QBR will help us understand the client's needs, keep us on track by reviewing SLA attainment and give clients the opportunity to determine issues, forecast product requirements or discuss new projects.

Utilizing individual participants' roadmaps and known publisher roadmaps, Insight can create analysis providing options for future budgeting and maximizing the participant's current environment.

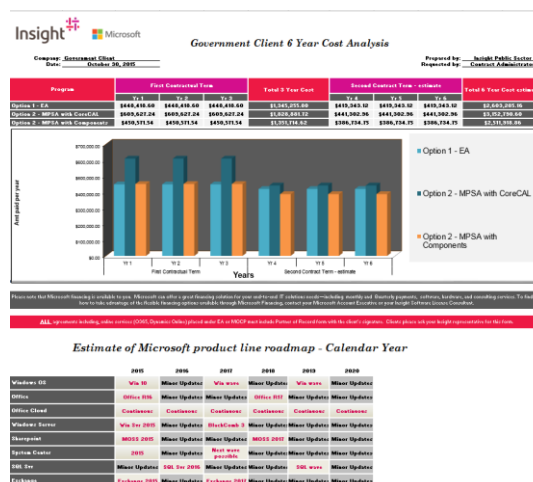


Figure 4: Cost Analysis for Client Roadmap Activities

1.4. Subcontractors – Provide the following information for items 1.4.1 through 1.4.3, using the format below, for any subcontractors you propose to use.

Insight Response: At this time, for this opportunity, Insight does not foresee utilizing any subcontractors. Please note Insight does not consider software publishers to be subcontractors under this contract.

2. Company's Experience

Describe the Offeror's experience and expertise providing the following services:

2.1. Account Management (assume 'accounts' as equivalent to a state contract, and to a using municipality).

Account Management: As described above, Insight's account management model integrates a deep footprint of account executives, inside sales consultants, and operational resources across the United States. Our account management approach ensures that all States and Entities have the expert support required. We will continue to work with them to examine the IT challenges and landscape of their organization(s) and offer solutions across a broad range of software publishers. Our agnostic approach to multiple publishers provides each State or Entity with deep

knowledge allowing them to utilize the contract for all software programs, which provides the benefit of customizing solutions for each individual participant's requirements.

Experience has taught us that the complexity of software requires multiple experts who have a sole focus on a specific aspect of each solution. Insight's response to our clients' needs has been to develop teams for each of these key areas (for example, renewals, complex license consulting, and required publisher paperwork, etc.). Every client will have access to these shared resources which are detailed below.

Shared Resources

Licensing Consultants: The Insight Account Team works with the client and our License and Software Specialty Teams to derive a current and ongoing licensing strategy for their software products based upon their software portfolio and anticipated business needs. The goal is to reduce ongoing software spend while maintaining compliance and adequately serving the needs of the client's organization.

We guide our clients through the necessary steps to trim per-unit prices, standardize software products, and find opportunities to take advantage of volume license and maintenance agreements. The result is a more simplified software management process. For Microsoft specifically we have specialists who manage Software Assurance Benefits and the Volume Licensing Service Center (VLSC) website.

"I wanted to send a note to let you know that I think you guys are the **BEST!**

Whenever I have a question about purchasing, version compatibility, licensing, reporting, or really any issue that may arise, all I have to do is ask and you find out the answer. I can't tell you how much I appreciate your efforts and your knowledge. I rely on that knowledge and we use it to make purchasing decisions for our municipality."

-County IT Administrator

Insight has more than 25 years of experience with software licensing. Our account executives help our clients conquer the complexities of volume licensing by guiding them through each step of the software lifecycle—enabling them to develop a software management strategy that keeps them legally compliant and boosts their return on investment.

Insight clients have access to software and licensing program solutions from thousands of software publishers, leveraging our longstanding publisher relationships to negotiate the best deals possible for their organization. In addition, we can manage and track non-standard software license agreements, reducing the risk, overhead, and delay associated with acquiring and maintaining software from emerging publishers.

Renewal Team: Insight has significantly invested in resources to strengthen its Renewal Team. This team has close relationships with the publishers and is focused on aiding clients with publisher renewals. They have tools and resources needed to help manage software assets by combining client assets from multiple orders into co-term agreements. They also send renewal notifications well in advance of the coverage ending date in order to ensure our clients have ample time to prepare for renewals.

Partner Champions: Our Partner Champions, whose positions are each partially funded by the associated software publisher, are in-house to administer our relationships with these publishers. They help us in providing our clients with timely communication regarding product releases, volume license program changes, technology guarantees, proactive contract expiration information, and special offers available directly through the publishers. These specialists assist us with customer issue escalation and resolution, technical product knowledge, vendor licensing program expertise, and more. They hold the highest levels of certification offered by the publishers and are available free of charge to offer pre-and post-sales support on the software product and licensing solutions present in our client's environments.

"The entire team has been very responsive to the County's ever changing needs and has demonstrated a great understanding of Microsoft licensing. They have really helped navigate the licensing waters with MS and provided us with exactly what the County needs as far as licensing and support."

-County IT System Manager

A list of software partner champions by publisher is provided below.

Adobe	IBM Software	Red Hat
Attachmate	LANDesk	RSA Security
Autodesk	McAfee	SAP
CA	Microsoft	BusinessObjects
Citrix	Novell	Symantec
Dell Software	Oracle	Trend Micro
HP Software	Quest	VMware
		Websense

Contract & Maintenance Services: Insight monitors our client's volume purchasing contracts with software publishers and, on a quarterly basis, notifies them of any approaching expiration dates to ensure that they have time to prepare for renewals and new agreements. We use our database of customer contracts to track milestones, or current standings in relation to commitments, and advise our clients on their options for staying compliant with forecasts. We've developed an internal tool that allows us to track expiring enrollments, as well as contractual and transactional maintenance by expiration date to help clients stay current and legal with their software license and maintenance agreements.

Contract Compliance Team: Insight assigns a contract manager to ensure we maintain compliance with Public Sector client contracts. The contract manager is responsible for the day-to-day management of SLED contracts, including interaction with client contract administrators, negotiations of new contracts and renewals, contract reviews, etc. The contract manager performs internal audits of current contracts to ensure terms and conditions and pricing compliance, and trains sales teams on the contract specifics and intricacies to ensure knowledge and compliance. The contract manager works with other contract compliance team members to ensure contract and pricing is set up correctly in Insight Public Sector's SAP contract module in our ERP system, and reviews the contracts on the ips.insight.com website to make sure all information is accurate and up to date.

CLEAR Advantage Team: The CLEAR Advantage team offers a Software Lifecycle Management approach to managing our clients' software license agreements. Focusing primarily on Microsoft, individuals on this team provide pre-sales guidance and consultation to meet product requirements and remain compliant. Some of the deliverables available to States and Entities include Microsoft six-year forecasting and program comparison.

Cloud Team: The Cloud Team at Insight has over 10 years of cloud experience and partnerships with cloud providers. The team currently manages over 7 million cloud seats with over 37 available product options. This team provides expert cloud support in the areas of hybrid cloud, office collaboration, mobility, data protection and security, professional services, and Office 365 All-In-One bundles. The Cloud Team will be available to help Participating States and individual entities utilize the cloud through their participating addendums.

eCommerce Team: Insight has a dedicated team of skilled specialists who have working knowledge in many e-procurement systems. Insight's dedicated eCommerce team will work with the LSCA, States and Entities to discuss customized web requirements and will tailor the features to maximize web efficiency for every participant. This process ensures that all implementations make the most of our capabilities and meet the client's current and future needs. The end result is a dynamic system that provides the greatest return on their investment.

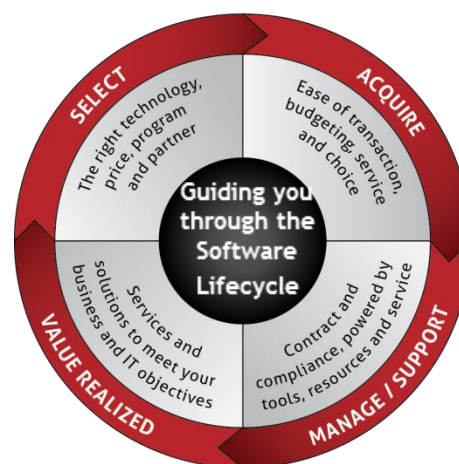
Business Development Management ("BDM"): Insight's BDM Team focuses on developing business within the Public Sector. This team will be responsible for working directly with the NASPO ValuePoint office alongside our Contract Compliance Team to ensure we are meeting the contract's business requirements. Working directly with state procurement offices and entities, this team will communicate with prospective states and entities to make them aware of Insight's NASPO ValuePoint contract, highlighting the features and benefits of the contract in an effort to lead to a signed Participating Addendum.

2.2. License Management

As a free service to Participating States, Insight account teams guide all contract users through the necessary steps to trim per-unit prices, standardize software products, and take advantage of contracts available through NASPO ValuePoint. We work with our clients throughout the entire software lifecycle, from selection to license management. We monitor their purchases, provide software renewal support and SIIA-certified reports, helping them become and remain compliant within the terms of their software agreement, while maximizing the benefit of their software to provide services to their stakeholders. We have branded this solution as *Clear Advantage*.

We'll help States and Entities select, acquire, deploy and support their technology needs. Aligned with each stage are our value-added services and software solutions that ensure success at every step — from planning and deploying to operating and refreshing. That's Insight's clear advantage.

- ✓ **Software licensing:** We'll assess the business goals of the organization and develop a volume licensing strategy that helps them purchase efficiently and meet their objectives.
- ✓ **Implementation:** With operations centers across the U.S., we can help the organization get started and keep them running — no matter where they're located.
- ✓ **Asset management:** We provide valuable compliance support, on-demand reporting, dynamic tracking, audit support and accurate record management.



License Proofs:

Insight is one of the few resellers to provide license proofs online where our clients can easily obtain them as a self-service. Our online License Proof-of-Purchase certificates list the licenses our clients own by program name, manufacturer part number, enrollment number, invoice number, purchase order number, purchase date & quantity purchased. License Proofs can be issued for any program to help account for the software licenses users have purchased and reconcile that number with the licenses they have deployed on their desktops.

Self-Service License Proofs are beneficial to organizations that don't have a central repository to store license proofs

In addition to the self-service option, Insight retains copies of license proofs by attaching them to the order associated with the license in our ERP system. A duplicate copy can be provided in under an hour after reaching out to the applicable sales team.

Renewal Team: Insight has heavily invested in significant resources to strengthen its Renewal Team. This team has close relationships with the publishers and is focused on aiding users with publisher renewals. They have tools and resources at hand to help manage software assets by combining our clients' assets from multiple orders into co-term agreements. They also send renewal notifications well in advance of the coverage ending date in order to ensure our clients have ample time to prepare for renewals.

License Consulting Services: Insight's Account Team works with our clients and our License and Software Specialty Teams to derive a current and ongoing licensing strategy for the client's software products based upon their software portfolio and anticipated business needs. The goal is to reduce the client's ongoing software spend while maintaining compliance and serving the needs of the organization.

2.3. Training

Insight is committed to providing Participating States and Purchasing Entities with education and advice on OEM licensing, product and pricing changes, and upcoming end-of-life announcements. To keep our customers informed and up-to-date, we offer:

- **Professional Development Training:** Insight has partnered with Global Knowledge, a leading provider of IT training, to provide SKU'd services and additional value add. Details of these training enhancements are provided in the additional documentation.
- **Keeping the State Updated on Revised Plans:** After contract award, the Insight Account Executive will create an individual state or entity plan based on specific participant requirements, and as needed, will provide a copy of any revised plans to the State's or Entity's Contract Administrator. During regularly scheduled business reviews, we will keep each State or Entity informed and up to date. Insight is committed to providing the State with education and advice on OEM licensing; product, program and pricing changes; and upcoming product end-of-life announcements.
- **Online and Onsite Seminars and Training:** Insight conducts informational seminars and webinars to introduce States and Entities to new IT products, answer their IT questions, and provide best-buy advice. Insight offers free training to States and Entities on the use of our online tools, products, and licensing programs. This training can be delivered both onsite through seminars and through a series of webinars targeted to users' needs. We also provide free training in cooperation with Microsoft. You may choose from a variety of complimentary seminars on the latest software offerings, upgrades, and

industry trends. We will also notify you about free web seminar series designed to help educate your users. Insight works with other publishers to coordinate any applicable training for end-users.

- **Program Review Sessions:** Licensing programs are ever changing and Insight offers detailed program review sessions with custom cost analysis to help States and Entities make informed decisions about new agreement releases or changes to existing platforms. We recently began sessions around the new Microsoft programs. These sessions cover everything from licensing to contractual terms and conditions, as well as technical meetings where appropriate.
- **Website Training:** We provide free training on how to take advantage of the customized website and software catalog, through both live demonstrations with one of Insight's eCommerce Specialists and web-based training that focuses on the features that will help our clients' staff maximize the benefits of their web experience.

2.4. Software Advisement

For more than 25 years, Insight has been providing clients with access to expert volume license and software consulting. Insight understands the importance of open communications to help you manage your business and ensure your ongoing satisfaction with our services. Insight is committed to providing:

- ✓ Guidance toward the right software based on specific organizational needs
- ✓ Options and comparisons for both product and programs with recommendations on the findings
- ✓ Simplification of the complexity around licensing programs
- ✓ Help determining the most cost-effective buying strategies
- ✓ Assistance to ensure compliance with contract and licensing requirements
- ✓ Changes in product and pricing including notifications

Sales Support: We provide this support through pre-sales, post-sales, and product support for all of the software publishers that we sell. Our AEs will work with States and Entities throughout the entire software lifecycle to ensure they have the support they need by working with our extensive resources who serve as a liaison between the State or Entity and individual publishers. These resources include Inside Software Solutions Representatives who ensure their day-to-day needs are met, publisher sales specialists, licensing specialists, renewal specialists, and eCommerce specialists.

Inside Software Sales: As a free service to our clients, our license-certified Inside Software Sales Representatives act as a first line of technical support for frequently asked questions from end users. They are highly-trained experts on software products and programs and are supported by our publishers' sales specialists and Licensing Help Desk. Through their dedicated account team, they have access to these resources for questions on publishers' products and programs.

"I just wanted to let you [Account Executive] know that we have been very satisfied with the service we've received from Insight over the last several years. The customer service team has been very helpful in answering questions and providing information regarding software licensing programs, manufacturer's promotional offers, etc."

-County Purchasing Agent

CLEAR Advantage Team: Our licensing specialists understand the nuances of every licensing program that we offer. They handle complex licensing questions such as how to work with special

program offers, how to handle several contracts that expire at different times and what the best plan is for going forward.

New Product Announcements, Roadmaps, Newsletters, and Other Release Information:

Insight proactively provides our clients with new and upcoming product and price changes, roadmaps, and new release information during regularly scheduled business reviews, through regular e-mail broadcasts to their organization, and via web-based licensing seminars. Our close relationships with software publishers and other OEMs allow us to obtain the latest product and program information that we proactively share with them.

Program Review Sessions: Licensing programs are ever changing and Insight offers detailed program review sessions with custom cost analysis to help our clients make informed decisions about new agreement releases or changes to existing platforms. We recently began sessions around the new Microsoft programs. These sessions cover everything from licensing to contractual terms and conditions, as well as technical meetings where appropriate.

Software Alerts & Publisher Links: Software Alerts are posted on the homepage of the customized ips.insight.com web portal for updated product and program information. Authorized users have direct access to publishers' websites to help them find software patches and drivers available for download and quickly obtain product updates and end-of-life announcements.

2.5. Other (specify)

We believe our experience with public sector clients is the foundation for bringing additional value to all States and Entities. Because Insight understands the special requirements of Procurement and IT in each State and Entity we are able to consistently partner with clients to design and provide the solutions they need to resolve the myriad of challenges they face when doing business in the public sector.

NASPO Clients' locations are already set up in our systems and we have dedicated teams and proven processes established to provide the support that their entities require. With this knowledge we will partner together to conquer even more complex IT projects. Cost saving through vendor consolidation, the rise of doing business in the cloud, and the convergence of new devices and software have become today's IT management challenges. Nowhere is this felt more acutely than in the public sector, where clients have to balance restricted budgets and security concerns while offering efficient high technology solutions to the taxpayer.

Insight provides solutions with a methodology that encompasses the complete software lifecycle management. We have branded this methodology the **CLEAR Advantage Program™**. It begins with license consulting and provides all the tools and information any State or Entity will need to maximize their software spend and environment. We have detailed each specific benefit throughout our RFP response where appropriate.



Onboarding new NASPO ValuePoint Participants

Insight has extensive experience in successfully launching new contracts. Our contracts management team uses a specific methodology that has allowed us to successfully launch hundreds of contracts, including some of the largest contracts in the federal, state, local and education marketplace. We believe our approach ensures each customer receives the best possible care during the launch experience. Given the nature of this specific scenario, Insight will establish an internal working team consisting of key sales management resources, operations support management, the software licensing team, contract management, and our marketing and web teams to ensure all aspects of the contract launch are identified and correctly followed through. This working team will be led by a seasoned member of the Software program management team.

3. Clients

3.1. Provide information on Offeror's current government client list.

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

Insight Response: Insight is one of the largest technology providers to public sector entities in the United States selling more than \$1 billion of products and services to federal, state, and local government and education clients annually. Since 1994, we have worked with tens of thousands of government and education clients throughout every State in the country. Specific to our SLED business, during the last 12 months, Insight has:

- Supported more than 5,000 active SLED public entities in the United States as clients
- Transacted business with 47 out of the 51 state governments, including D.C.
- Sold more than \$100M of technology products & services to state government entities alone
- Managed 150 public sector contracts across 32 different states
- Managed over 3 million seats in SLED
- Held 177 Microsoft EAs and 256 Microsoft Select Plus agreements in the state and local government space

One of Insight's strengths is our ability to adapt to both changing technologies, as well as our clients' needs. As one of the world's largest software providers, Insight has extensive experience in providing software to clients throughout the country. We are currently a state software contract holder for one or more publishers in Colorado, California, Delaware, Florida, Hawaii, Illinois, Iowa, Massachusetts, Mississippi, Missouri, Nevada, New Jersey, Pennsylvania, Rhode Island, South Carolina, Texas, Utah, Wisconsin, and Wyoming.

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

Insight Response: Over the past three years Insight has been awarded 11 software-centric contracts, including the current NASPO ValuePoint Software VAR (formerly WSCA-NASPO) contract, across SLED, in addition to several hardware-specific contracts. We have elected to provide a list of these contracts that demonstrates we have the relationships with publishers/manufacturers and support services needed to successfully procure competitively priced software and hardware. Should further confirmation of Insight's experience in the area of software provisioning be needed, we would be happy to provide additional information.

Insight RFP Response
 NASPO ValuePoint
 RFP for Master Agreement for
 Software Value-Added Reseller (SVAR) Services



State of Arizona, NASPO ValuePoint (Formerly WSCA-NASPO) Software VAR	Software Value Added Reseller Services	Start Date: 6/3/11	Contract #ADSP011-00000358-2
Insight was one of three VARs awarded the software contract in 2011. Insight signed Purchasing Addendums with California, Colorado, Delaware, Hawaii, Missouri, Nevada, Utah, Wyoming, The following are with individual entities, City of Philadelphia, University of North Carolina at Chapel Hill, County of Miami Dade.			
State of Arizona	Network Equipment and Services	Start Date: 5/11/12	Contract #ADSP012-024652
Insight was re-awarded a Network Equipment contract with the State of Arizona to provide Cisco, HP, Juniper, Syn-Apps, and Tipping Point networking products and services. Insight has been an incumbent contract holder since 2006.			
State of Iowa	COTS Software	Start Date: 6/1/12	Contract #4276-12
Insight was awarded the State's COTS software contract which has a broad scope encompassing all software publishers. The contract is available to all public sector entities within the state of Iowa. Insight has been the incumbent contract holder for over 10 years.			
State of Minnesota	Computers: Enterprise Hardware, Software & Services	Start Date: 7/1/12	Contract #48192
Insight was awarded a contract with the State of Minnesota to provide computer hardware, software and services. The contract is available to public agencies throughout the state, and Insight has been an incumbent contract holder since 2006.			
State of Arizona	Uninterruptible Power Supply Equipment & Services	Start Date: 7/16/12	Contract #ADSP012-026685
Insight was re-awarded a contract with the State of Arizona to provide Uninterruptible Power Supply Equipment and Services for APC, CyberPower, Liebert, Powerware, and Tripp-Lite. Insight has been an incumbent contract holder since 2007.			
State of Texas	Technology Based Conferencing Products	Start Date: 12/28/12	Contract #DIR-SDD-2001
Insight was awarded a contract to provide specific Cisco, Polycom, and VBrick conferencing products and services. This contract is available to public agencies throughout the state.			
State of Tennessee	Cisco Hardware, Software & Services	Start Date: 1/1/13	Contract #SWC 385
Insight was awarded a contract with the State of Tennessee for Cisco hardware, software, and services. The contract is available to public agencies throughout the state.			
State of Texas (DIR)	Microsoft Master Services Agreement	Start Date: 1/15/13	Contract #DIR-SDD-1962

Insight RFP Response
 NASPO ValuePoint
 RFP for Master Agreement for
 Software Value-Added Reseller (SVAR) Services



Insight provides Microsoft technical services including engagement managing, technicians, practice managers, and project managers.			
State of Texas	Deliverables Based IT Services (DBITS)	Start Date: 1/15/13	Contract #DIR-SDD-1989
Insight was awarded a contract with DIR for Deliverables-Based IT Services where we are able to provide technology services in the following categories: Project Management, Technology Upgrade / Migration and Transformation, and Information Technology Assessments and Planning.			
State of Texas	Managed Services for Telecommunications	Start Date: 4/19/13	Contract #DIR-SDD-2179
Insight was awarded a contract with DIR for Managed Services for Telecommunications. Services available under the contract include Asset Management, Project Management, Support Services, and Integration Services, among others.			
State of Arizona	Master Services Agreement	Start Date: 4/24/13	Contract #N/A
Insight was one of several awardees under the Master Services Agreement managed by Knowledge Services. Through this contract, we are able to provide temporary staffing services and consulting services.			
State of Minnesota	SITE Master Contract for Professional & Technical Services	Start Date: 4/16/14	Contract #76114
Insight was awarded a contract with the State of Minnesota to provide IT services based on specific awarded categories.			
State of Florida	COTS Software	Start Date: 9/9/14	Contract #43230000-14-01
Insight was awarded the State of Florida's statewide COTS software contract that is available to all public sector entities within the state. The specific publishers included in the scope of the contract include Adobe, CommVault, NetMotion, Citrix, Dell, and Perceptive.			
State of Tennessee	Tablets, Peripherals & Services	Start Date: 11/13/14	Contract #SWC 3005
Insight was awarded a contract with the State of Tennessee for specific Dell tablets. The contract is available to public agencies throughout the state.			
State of Texas	Data Communications, Networking Equipment & Related Services	Start Date: 12/4/14	Contract #DIR-TSO-2675
Insight was one of several awardees on the DIR Data Communications, Networking Equipment & Related Services contract. Through this contract, we are able to offer networking products and services from various manufacturers. The contract is available to public agencies throughout the state.			
State of South Carolina	Trend Micro Software	Start Date: 1/20/15	Contract

			#4400009949
Insight was the sole awardee on the State of South Carolina's statewide contract for Trend Micro software. The contract is available to public agencies throughout the state.			
State of Mississippi	IT Hardware Express Products List (EPL)	Start Date: 2/27/15	Contract #3760
Insight was one of several awardees on the State of Mississippi's statewide contract for IT Hardware. Through this contract, Insight has the ability to sell products from the following manufacturers: Acer, Cisco, EMC, Fujitsu, HP, Juniper, Lenovo, Lexmark, NetApp, Panasonic, and Samsung.			
State of Mississippi	Software Express Product List (EPL)	Start Date: 6/18/15	Contract #3758
Insight was awarded the State of Mississippi's statewide Software Express Product List (EPL) contract which includes but is not limited to the following publishers: Adobe, Citrix, IBM, Novell, Symantec, Trend Micro, and VMware.			
Commonwealth of Massachusetts	Software Reseller	Start Date: 7/1/15	Contract #ITS58
Insight was one of several VARs awarded the Commonwealth of Massachusetts' Software Reseller contract. The contract has a broad scope encompassing most software publishers. The contract is available to all public sector entities within the Commonwealth of Massachusetts.			
State of Rhode Island	Price Agreement for Software	Start Date: 9/1/2015	Contract #MPA-227/3434345
Insight was one of several VARs awarded the State of Rhode Island's Price Agreement for Software. The contract has a broad scope encompassing most software publishers. The contract is available to all public sector entities within the State of Rhode Island.			
State of New Jersey	Software License Support, Maintenance, and Related Services	Start Date: 9/1/15	Contract #M0003/89853
Insight was one of several VARs awarded the State of New Jersey's Software License Support, Maintenance, and Related Services contract. The contract has a broad scope encompassing most software publishers. The contract is available to all public sector entities within the State of New Jersey.			
State of Wisconsin	Microcomputer Software	Start Date: 9/1/15	Contract #505ENT-M16-VARSOFTWARE-02
Insight was one of several VARs awarded software contracts by the State in 2015. Insight was one of the incumbent contract holders having held a software contract with Wisconsin since 2005. We believe we were awarded this contract because of our pricing, ability to meet the State's SLAs and other requirements, as well as the State's familiarity and comfort in Insight's ability to execute. Insight has been a state contract holder of some type in Wisconsin since 1999.			

3.1.3. List government contracts Offeror has lost or resigned over the past three (3) years. Provide an explanation of why they were lost or resigned.

Insight Response: As with any company focused on public sector clients, contracts are both acquired and lost. We have provided a list of contracts in the SLED market that we no longer hold.

State of Ohio Term Schedule Contract (#534112)
In 2014, Insight Public Sector withdrew from this contract because the company was awarded a different Ohio State Term Schedule with a more encompassing product catalog. The company's reason for withdrawing from this contract was to reduce client confusion and decrease workloads for all parties involved.
Massachusetts Higher Education Consortium (MHEC) Technology Contract (#MC11-F05)
In 2013, Insight declined the renewal option because of a change in company policy concerning specific terms and conditions.
City of Phoenix Professional Services Consulting Contract (#126388)
In 2013, Insight declined the renewal option due to changes in Insight's services focus which resulted in our inability to offer the technical staff originally awarded on this license to hunt contract.

3.2. If Offeror has no government clients, note this in your response and answer questions 3.1.1 through 3.1.3 based on non-government clients.

Insight Response: Not Applicable

3.3. References

Insight Response: Insight Public Sector holds over 150 federal, state, local, education and non-profit contracts. IPS currently maintains federal contracts with agencies such as the General Services Administration, which can be utilized by state agencies, and national contracts like U.S. Communities. In addition, our participation in 25 statewide contracts gives us a solid market share of government technology sales. IPS also holds local government and education contracts for computer equipment and services in 32 states. The references provided are with customers that Insight has had a longstanding business relationship with for four or more years. These are ongoing relationships and do not have an 'End Date.'

Reference Information	Client One	Client Two	Client Three
Company Name	<i>State of Iowa, Office of the Chief Information Officer</i>	<i>Colorado Governor's Office of Information Technology</i>	<i>Riverside County, California</i>
Type of Contract Product and Services Delivered	All COTS Software consulting, acquisition, license management assistance and related services	All COTS Software consulting, acquisition, license management assistance and related services.	Microsoft Software
Contact Name, Mailing Address, Phone Number Email Address	Pam Meier 1305 E Walnut Street, Des Moines IA 50319 515-281-5409 Pamela.meier@iowa.gov	Peter Van Ronk OIT, 601 E 18th Avenue, Denver CO 80203 303-764-7938 Peter.vanronk@state.co.us	Jenifer Rutherford, 3450 14 th St., Riverside, CA 92501- 3862, 951-955-7785, jenifer.rutherford@rivcoit.org
Contract Start and End Date	3/29/2006 - Present	7/1/2000 - Present	11/2011 to Present
Contract Value	\$15M Annually	\$45M Annually	\$24M

Insight has elected to provide additional contactable reference information that the NASPO ValuePoint evaluation committee can contact if preferred. These references serve to demonstrate

Insight's broad reach of clients who are satisfied with the services Insight provides as it pertains to their software purchasing.

Reference Information	Client One	Client Two	Client Three	Client Four
Company Name	State of Colorado Department of Transportation	City & County of Denver Board of Water Commissioners	Florida Department of Highway Safety & Motor Vehicles	Wisconsin Department of Children and Families
Type of Contract Product and Services Delivered	Microsoft Enterprise Agreement:	Microsoft Enterprise Agreement	Adobe, Imprivata, Symantec, other various software publishers	Various software publishers
Contact Name, Mailing Address, Phone Number Email Address	Gregg Miller Colorado Dept of Transportation, 4201 E Arkansas Ave, Denver CO 80222 303-757-9140 Gregg.miller@state .co.us	Pam Peschel Denver Water, 1600 W 12 th Avenue, Denver CO 80204 303-628-6428 Pam.peschel@denver water.org	Debbie Hoover 2900 Apalachee Pkwy, Tallahassee, FL 32399 850-617-2008 debbiehoover@flhs mv.gov	Madeleine Chisman 201 E. Washington Ave., 2nd Floor, Madison, WI 53703 608-261-2578 Madelineg.chisman @wi.gov
Contract Start and End Date	7/1/2000 – Present	7/1/2000 – Present	2009 – Present	2010 – Present
Contract Value	\$1.5M Annually	\$1M Annually	\$300K Annually	\$1M Annually

4. Financial/Accounting Information and Disclosures –

4.1. Proof of Financial Stability

Insight Response: The combined Insight companies and their subsidiaries represent a \$5.3 billion global enterprise. While remaining small enough to serve our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight has the depth of offerings and a balanced portfolio that ensures our survival and mitigates the risk some could face during these times. Since 1988 we have evolved to become a leading provider of a broad range of top name-brand IT computing products, software, and advanced IT services to clients—including a majority of Fortune and Global 500 companies—in 190 countries.

Insight is a publicly traded company and adheres to general accounting practices and principals. Copies of Insight's latest Annual Reports (year ended 2014 and 2013) have been provided as additional documentation. Our current Annual Report includes a total of three (3) years of the requested financial information. The State of Arizona State Procurement Office and Purchasing States can access electronic versions of our financial information, past annual reports, as well as other audited financial statements via the link below to our website.

<http://nsit.client.shareholder.com/financials.cfm>

4.2. Disclosures – Provide a statement for each item listed below:

4.2.1. Information regarding any irregularities that were discovered in any account maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Insight Response: There have been no irregularities discovered in any account maintained by Insight Public Sector on behalf of others.

4.2.2. Full disclosure of any potential conflict of interest, i.e. serving as a member, board member, officer, or having significant financial interest with any company, firm or joint venture with interests in the provision of software.

Insight Response: Neither Insight Public Sector, Inc. nor any of the individuals that may work on or benefit from this contract with NASPO ValuePoint through Insight have any conflicts of interest (e.g., serving as a member, board member, officer, or having significant financial interest with any company, firm or joint venture with interests in the provision of software, etc.).

4.2.3. Whether or not, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;

Insight Response: Insight has not filed any bankruptcy or insolvency proceeding within the last ten (10) years, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

4.2.4. Whether or not there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.

Insight Response: Insight does not have any Securities Exchange Commission investigations, pending or in progress.

4.2.5. Documenting all open or pending litigation initiated by the Offeror or where the Offeror is a dependent or party in litigation that may have a material impact on Offeror's ability to deliver the contracted services;

Insight Response: As a publicly traded company, Insight Enterprises, Inc. and its wholly-owned subsidiaries, which include Insight Public Sector, are required to disclose company information in accordance with rules of the Securities Exchange Commission. From time to time Insight is a party to various legal proceedings arising in the ordinary course of business. In the event Insight is a party to a legal proceeding that is material to Insight Enterprises, Inc., Insight discloses information about any such litigation in its reports filed with the Securities Exchange Commission. Litigation is inherently unpredictable. However, it is management's belief that the Company has valid defenses with respect to material legal matters pending against us, as well as adequate provisions for any probable and estimable losses. It is possible, nevertheless, that the results of Insight Enterprises, Inc.'s operations or cash flows could be affected in any particular period by the resolution of a legal proceeding. Reports filed with the Securities Exchange Commission by Insight Enterprises, Inc. can be found on the Insight website at <http://nsit.client.shareholder.com/> or at <http://www.sec.gov>.

4.2.6. Full disclosure of any public sector contracts terminated for cause or
convenience in the past five (5) years

Insight Response: Insight has not had a contract for services terminated for any reason during the last five (5) years.



December 17, 2015

ADSP0- State Procurement Office
State of Arizona
100 N. 15th Ave.
Suite201
Phoenix, AZ 85007

Dear Ms. Mudry:

The enclosed document is in response to NASPO ValuePoint's Request for Proposal ADSP016-00005829 for Software Value Added Reseller Services. Within our document you will find our response to the requirements in Attachments A through F of the RFP, a counter-signed copy of each Amendment as well as the following supporting documentation:

- Additional Documentation 2.0 Website
- Additional Documentation 4.1 Proof of License
- Additional Documentation 5.0 Reports
- Additional Documentation 7.2 Account Transition
- Letters of Authorization from Key and Other Itemized Publishers
- Global Knowledge Training Offering
- Audited Financial Statements

We understand that the RFP process is a critical component of a contract between the NASPO ValuePoint organization and Insight. We are happy to participate in this process as it is an excellent opportunity for us to detail the benefits of your continued partnership with Insight, the most experienced software solutions provider and trusted IT advisor. After carefully reviewing the State of Arizona Procurement Office's RFP, we are prepared to offer software, web management capabilities, software license pre-and post-sales support, and value-added services which address all of your requirements.

We believe Insight offers you an exceptional range of experience and the depth of resources necessary to not only meet but to exceed your requirements as a global value-added reseller and advisor for a wide variety of software and hardware products and services. As the information technology reseller and advisor to Participating Entities under the existing NASPO ValuePoint Software VAR contract, we know the organizations, the contracts, the staff, and the needs of our clients. And we know the information technology business better than any other IT provider in the world.

Why Insight? We understand that our clients continue to focus on selecting and working with an IT provider who offers greater returns, has a positive operational impact on their organizations, and helps them become more productive in their daily businesses. Our value is our ability to guide, advise, implement and manage IT solutions for these clients.

Page 2
Ms. Mudry
December 17, 2015

Forrester Report: According to a 2014 report from Forrester Research, Inc., Insight was recognized for offering the most comprehensive capabilities among 14 leading value-added resellers (VARs) based on a comprehensive study of these VARs in the global marketplace. The VARs were evaluated on the services they provide to clients, the regions in which they serve, and their partnerships with original equipment manufacturers (OEMs). Forrester's report summarizes their perspective on the shifting market, taking an in-depth look at how the VARs continue to adapt to a highly volatile landscape, and how sourcing and vendor management professionals can best take advantage of these changes. The full report can be viewed via the following URL: http://www.insight.com/us/en/campaigns/insight/insight-cited-in-forrester-top-14-vars-report.html?cm_re=09-07-14--3elly--Belly3

We are committed to serving the NASPO ValuePoint organization and Participating Entities through the provisioning of software, maintenance, and related services. We intend to work better than anyone else at providing solutions that match your requirements through our knowledgeable people, our wide variety of IT products and services, and our leading-edge technology. We appreciate the opportunity to provide a response and look forward to continuing our work with all involved parties to fulfill IT needs.

We welcome the opportunity to discuss your specific requirements in detail and look forward to partnering with you.

Sincerely,



David Cristal
Tel: 800-INSIGHT
E-Mail: David.Cristal@insight.com

SHIP TO ADDRESS

09142013 VALIDATION
TEST ATTN 12991
47 MARLA LN
READING MA 01867-1429

Proof Of License Purchase

Invoice Number : 909027876
Invoice Date : 05-NOV-2015
Sales Order Number : 318416725
Customer PO Number : LICENSEPROOFTEST12345
PO Release Number : TESTLICENSEPROOF54321

Your company has asked us to provide you with this important Proof of Purchase certificate. Please keep it accessible at all times as this is your receipt and you may be requested to produce it at a later date.

This certificate represents the registration of the following licenses:

Material	Description	Quantity
AAA-03911	Microsoft Visio Standard - License & software assurance - 1 device - NGVL - Win License Type: License with Maintenance and Support Country : USA Coverage Date : 01-DEC-2015 to 30-SEP-2018	1
AAA-03550	Microsoft Excel - License & software assurance - 1 device - NGVL - Win License Type: License with Maintenance and Support Country : USA Coverage Date : 01-DEC-2015 to 30-SEP-2018	1
AAA-03505	Microsoft InfoPath - License & software assurance - 1 device - NGVL - Win License Type: License with Maintenance and Support Country : USA Coverage Date : 01-DEC-2015 to 30-SEP-2018	1

Your use is subject to and must be in strict accordance with your agreement with the manufacturer. This authorization form is not a license but merely is to evidence the existence of the license of the software on the terms set forth by the manufacturer. Your order may have included documentation and/or media items that are being shipped separately.

PROOF OF LICENSE PURCHASE CERTIFICATE

Material	Description	Quantity
AAA-03505	Microsoft InfoPath - License & software assurance - 1 device - NGVL - Win License Type: License with Maintenance and Support Country : USA Coverage Date : 01-DEC-2015 to 30-SEP-2018	1
AAA-03505	Microsoft InfoPath - License & software assurance - 1 device - NGVL - Win License Type: License with Maintenance and Support Country : USA Coverage Date : 01-DEC-2015 to 30-SEP-2018	1

Your use is subject to and must be in strict accordance with your agreement with the manufacturer. This authorization form is not a license but merely is to evidence the existence of the license of the software on the terms set forth by the manufacturer. Your order may have included documentation and/or media items that are being shipped separately.

PROOF OF LICENSE PURCHASE CERTIFICATE

5.0 Reports

5.1 Describe standard reports which can be generated for a State (other than downloadable reports addressed earlier). Provide sample reports.

5.2 Describe on-line, real time, reporting capabilities using established state website reports:

5.2.1 Standard Reports. Provide sample reports.

5.2.2 Reports that can be generated by the LSCA.

5.2.3 Reports that can be generated by the Participating State. Provide sample reports.

5.2.4 Reports that can be generated by the User agency. Provide sample reports.

Insight provides 21 Standard SIIA certified reports easily and quickly available via the ips.insight.com web management portal. Access to reports is controlled by each Participating State ("State") or Purchasing Entity's ("Entity") designated web administrators. The LSCA and any State or Entity can access each of these 21 standard reports. Provided below are examples of 19 of the 21 reports. Not provided are the Ad-Hoc and Open Order Reports. Open Order Reports can only be generated if there an Open Order in the system. Ad-Hoc reports are fully customizable on-demand by the customer and can include any of the 57 Standard Reporting Data Fields and/or the 30 SmartTracker fields (if captured on original PO).

Insight's customizable SmartTracker fields can streamline PO-to-invoice reconciliation. SmartTracker is a feature in our ordering system that provides custom tracking and reporting on software orders for analysis by any type of criteria. Easily allocate purchases to specific agencies, OEU names, cost centers, business units, departments, projects and more to facilitate ease of tracking licenses purchased. Through experience with other statewide contracts, Insight has developed a standard naming convention and reporting hierarchy to assist with tracking.

The 21 Standard SIIA reports are in addition to any reporting templates that each Participating State or Purchasing Entity requests Insight to adhere to.

The table below provides details of each type of standard report.

	Report Name	Report Information	Report Formats	Sample Provided (Y/N)
1	Ad-Hoc Report	→ A report that allows client to select & order columns for a customized report. → Option to include custom accounting fields (SmartTracker)	XLS	N
2	Detail by Account w/ Customer PO	→ Includes detailed order info by account number and then by Purchase Order. → Option of including Partner Data.	HTML, PDF, XLS	Y
3	Invoice Summary	→ Displays order information by Invoice date. → Report includes PO, order date, shipping information & invoice total. → Option to include custom accounting fields (SmartTracker).	HTML, PDF, XLS	Y
4	Invoiced Orders	→ Displays detail invoice information by invoice number. → Option to include custom accounting fields (SmartTracker).	XLS	Y

	Report Name	Report Information	Report Formats	Sample Provided (Y/N)
5	Open Order Report	→ Orders that have not invoiced sorted by shipping location. → Option to include custom accounting fields (SmartTracker).	HTML, PDF, XLS	N
6	Order Confirmation	→ Order confirmations by account number & Purchase Order. → Report includes shipping, invoice and tracking information.	HTML, PDF, XLS	Y
7	Overall Sales History	→ Includes detailed order information by account. → Option of including Partner Data & custom accounting fields (SmartTracker).	XLS	Y
8	Product Totals by Account & Shipping Location	→ Displays product totals by account number & then by shipping location. → Option of including Partner Data.	HTML, PDF, XLS	Y
9	Product Totals by Manufacturer	→ A summary report by manufacturer name with totals by product. → Option of including Partner Data.	HTML, PDF, XLS	Y
10	Purchase Activity Detail Report	→ A detailed order / invoice report.	HTML, PDF, XLS	Y
11	Purchase Summary by Account	→ Displays quantity purchased by account location	HTML, PDF, XLS	Y
12	Purchase Summary by Items Purchased	→ The summary list totals the quantity of each item shipped by product description	HTML, PDF, XLS	Y
13	Purchase Summary by Manufacturer	→ A summary report by manufacturer	HTML, PDF, XLS	Y
14	Purchase Summary by Shipping Location	→ Total Products shipped by shipping location	HTML, PDF, XLS	Y
15	Snapshot	→ Graphical summary of 7 different data points → (Top 10 Manufacturers, Top 10 Products, Dollars Spent, No. of Transactions, Order Method, Spending by Product Type, Sales by Month).	PDF	Y
16	Software License Contract Summary	→ A summary report of all contractual licenses and maintenance products by manufacturer name, contract number, and point value.	HTML, PDF, XLS	Y

	Report Name	Report Information	Report Formats	Sample Provided (Y/N)
17	Software Detail Data	→ A detailed report of all contractual license purchases. → Option to include custom accounting fields (SmartTracker). including Partner Data	HTML, PDF, XLS	Y
18	Software Summary by Manufacturer Name	→ Summary by manufacturer name with totals by product type (i.e. license, maintenance, shrink wrap) → Option of including Partner Data.	HTML, PDF, XLS	Y
19	Top Manufacturer Summary	→ Totals by manufacturer. → Used to identify highest spend by manufacturer. → Option of including Partner Data.	HTML, PDF, XLS	Y
20	Total Sales By Year and Month	→ Sales by calendar month. → Used to show spending trends over time. → Option of including Partner Data.	HTML, PDF, XLS	Y
21	Software Renewal Report	→ Displays information of upcoming renewal orders	XLS	Y

Sample Reports

Following this page are examples of 19 of the 21 standard SIIA-certified reports available.

Snapshot: ALL Products

For Period: 01-01-2015 thru 11-24-2015

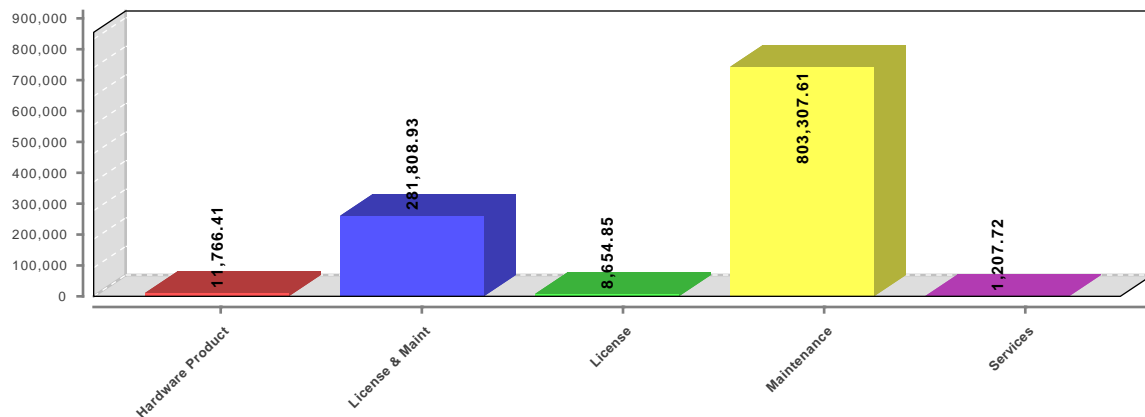
Top Ten Manufacturers (Based on Net Sales)

Manufacturer Name	Quantity Invoiced	Product Total	% of Net Sales
1 Microsoft	7,678.00	923,156.26	83.41
2 IBM	758.00	80,558.59	7.28
3 Adobe Systems	514.00	32,736.69	2.96
4 Symantec	3,766.00	32,707.95	2.96
5 NetMotion Wireless	1.00	13,846.70	1.25
6 Apple	22.00	12,660.22	1.14
7 Nuance Communications	231.00	6,538.74	0.59
8 Inbit	1.00	3,392.87	0.31
9 VMware	3.00	372.99	0.03
10 SAP	1.00	357.97	0.03

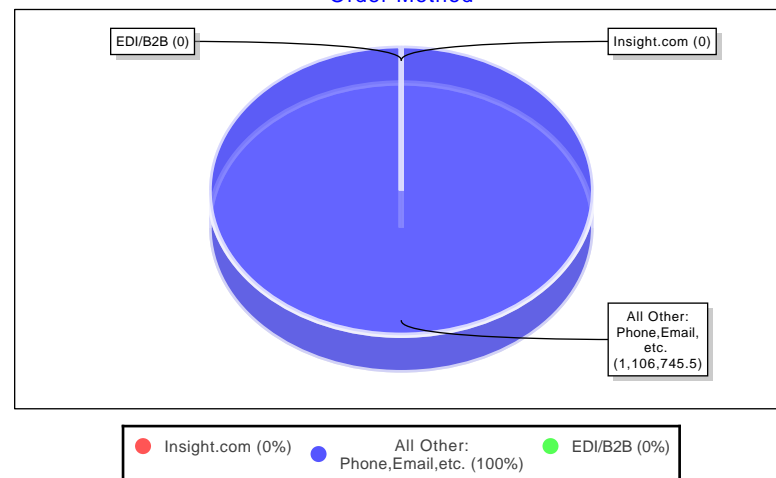
Top 10 Products by Net Sales

Mft Part No	Product Description	Qty Invoiced	Product Net Sales	% of Total Sales
1 7JQ-00448-ESA3	MS EA SQL SERVER ENTERPRISE CORE SA STEP	16.00	172,393.76	15.58
2 269-12442-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	1,650.00	143,187.00	12.94
3 76A-00016-ESA3	MS EA ENT CAL SA PLATFORM USER CAL W/SVC	1,394.00	125,529.70	11.34
4 7JQ-00343-ESA3	MS EA SQL SERVER ENTERPRISE CORE SA 2 LI	42.00	94,182.48	8.51
5 9JD-00053-ESA3	MS EA VISUAL STUDIO ULTIMATE W/MSDN MP S	34.00	63,452.16	5.73
6 CW2-00307-ESA3	MS EA WINDOWS ENT FOR SA SA PLATFORM ALL	1,650.00	52,602.00	4.75
7 7NQ-00292-ESA3	MS EA SQL SERVER STANDARD CORE SA 2 LIC	78.00	45,613.62	4.12
8 6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	1,439.00	37,304.14	3.37
9 E064ILL-IMPPA	IBM COGNOS 8 ENT PANNING TM1 CONTRIBUTOR	99.00	35,070.75	3.17
10 9ED-00073-ESA3	MS EA VISUAL STUDIO PREM W/MSDN MP SA AL	39.00	33,366.45	3.01

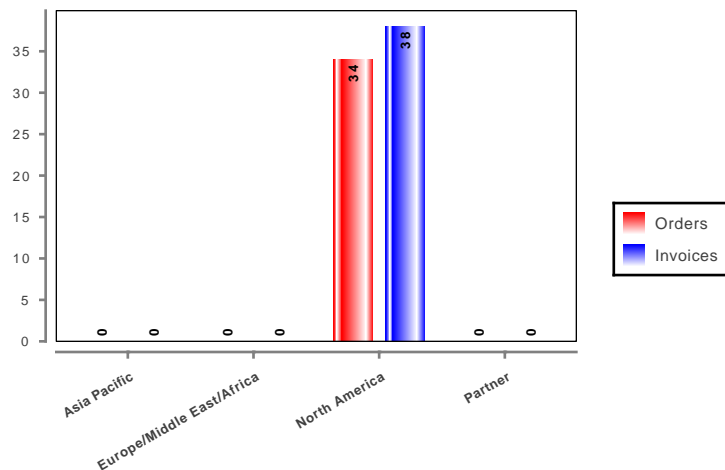
Product Type - Totals



Order Method



Count of Orders vs Invoices by Region



Invoiced Sales Summary (by Month)

Invoice Date	Invoiced Sales	Credits	Net Inv Sales	Credit % of Invoiced Sales	Invoiced Qty
January 2015	16,084.19	0.00	16,084.19	0.00	129.00
February 2015	408.41	0.00	408.41	0.00	1.00
March 2015	274,079.55	0.00	274,079.55	0.00	1,021.00
April 2015	667,125.08	118,841.69	548,283.39	17.81	7,087.00
May 2015	9,695.55	0.00	9,695.55	0.00	347.00
June 2015	1,952.88	867.45	1,085.43	44.42	1.00
July 2015	83,704.91	0.00	83,704.91	0.00	490.00
August 2015	8,203.25	0.00	8,203.25	0.00	108.00
September 2015	32,350.47	0.00	32,350.47	0.00	3,763.00
October 2015	268.15	0.00	268.15	0.00	1.00
November 2015	12,873.08	0.00	12,873.08	0.00	31.00
Totals	1,106,745.52	118,709.14	987,036.38	10.82	12,979.00

For Period: 01-01-2015 thru 11-24-2015

[illegible]

Insight Part ID	Manufacturer Part ID	Manufacturer	Date Shipped	Product Description	Country of Usage	Order Number	Invoice Number	Unit Price	Invoiced Quantity	Total Sales	Currency
M109B-SV1-8.0	M109B-SV1-8.0	Nuance Communications		NUANCE OLP PDF CONVERTER ENT 8 MP MNT &	US	317840865	1100400352	0.00	25.00	0.00	USD
M109B-SV2-8.0	M109B-SV2-8.0	Nuance Communications		NUANCE OLP PDF CONVERTER ENT 8 MP MNT &	US	317840865	1100400352	0.00	75.00	0.00	USD
M109B-SV2-8.0	M109B-SV2-8.0	Nuance Communications		NUANCE OLP PDF CONVERTER ENT 8 MP MNT &	US	317840865	1100400352	0.00	25.00	0.00	USD
090NMPRMMNT1	090NMPRMMNT1	NetMotion Wireless		NETMOTION MOBILITY XE MP PREMIUM SW MNT	US	317925650	1100402446	0.00	1.00	0.00	USD
WS11-LW-UG-CE	WS11-LW-UG-CE	VMware		VMWARE UPG WORKSTATION 11 UPG FROM VERSI	US	317936137	1100402934	0.00	3.00	0.00	USD
7016463-GOVED	7016463-GOVED	SAP		SAP CRYSTAL REPORTS 2013 MP NAMED USR LI	US	318067669	1100407896	0.00	1.00	0.00	USD
65206810BC01A12	65206810BC01A12	Adobe Systems		ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	US	318068829	1100407272	0.00	1.00	0.00	USD
269-12445-ESA3	269-12445	Microsoft		MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	US	318087173	1100408270	0.00	4.00	0.00	USD
6U3-00004-ESA3	6U3-00004	Microsoft		MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	US	318087173	1100408270	0.00	260.00	0.00	USD
76A-00010-ESA3	76A-00010	Microsoft		MS EA ENT CAL LIC/SA PLATFORM USER CAL W	US	318087173	1100408270	0.00	260.00	0.00	USD
65206810BC01A12	65206810BC01A12	Adobe Systems		ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	US	318103688	1100408539	0.00	1.00	0.00	USD
3NS-00003-ESA3	3NS-00003	Microsoft		MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	US	318146273	1100409812	0.00	215.00	0.00	USD
6VC-01252-ESA3	6VC-01252	Microsoft		MS EA WINDOWS REMOTE DESKTOP SERVICES CA	US	318146325	1100409817	0.00	225.00	0.00	USD
76A-00010-ESA3	76A-00010	Microsoft		MS EA ENT CAL LIC/SA PLATFORM USER CAL W	US	318146325	1100409817	0.00	45.00	0.00	USD
7JQ-00448-ESA3	7JQ-00448	Microsoft		MS EA SQL SERVER ENTERPRISE CORE SA STEP	US	318146325	1100409817	0.00	10.00	0.00	USD
076-01912-ESA3	076-01912	Microsoft		MS EA PROJECT 32 BIT WIN SA ALL LANG	US	318146851	1100412301	0.00	100.00	0.00	USD
125-00124-ESA3	125-00124	Microsoft		MS EA VISUAL STUDIO FOUNDATION SERVER SA	US	318146851	1100412301	0.00	2.00	0.00	USD
126-00196-ESA3	126-00196	Microsoft		MS EA VISUAL STUDIO FOUNDATION SERVER SA	US	318146851	1100412301	0.00	49.00	0.00	USD
269-12442-ESA3	269-12442	Microsoft		MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	US	318146851	1100412301	0.00	1,650.00	0.00	USD
312-02257-ESA3	312-02257	Microsoft		MS EA EXCHANGE SERVER SA ALL LANG	US	318146851	1100412301	0.00	1.00	0.00	USD
395-02504-ESA3	395-02504	Microsoft		MS EA EXCHANGE SERVER ENT SA ALL LANG	US	318146851	1100412301	0.00	3.00	0.00	USD
5HU-00216-ESA3	5HU-00216	Microsoft		MS EA LYNC SERVER SA ALL LANG	US	318146851	1100412301	0.00	1.00	0.00	USD
6U3-00004-ESA3	6U3-00004	Microsoft		MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	US	318146851	1100412301	0.00	1,394.00	0.00	USD
6VC-01254-ESA3	6VC-01254	Microsoft		MS EA WINDOWS REMOTE DESKTOP SERVICES CA	US	318146851	1100412301	0.00	75.00	0.00	USD
76A-00016-ESA3	76A-00016	Microsoft		MS EA ENT CAL SA PLATFORM USER CAL W/SVC	US	318146851	1100412301	0.00	1,394.00	0.00	USD
77D-00111-ESA3	77D-00111	Microsoft		MS EA VISUAL STUDIO PRO W/MSDN MP SA ALL	US	318146851	1100412301	0.00	7.00	0.00	USD
7JQ-00343-ESA3	7JQ-00343	Microsoft		MS EA SQL SERVER ENTERPRISE CORE SA 2 LI	US	318146851	1100412301	0.00	42.00	0.00	USD
7NQ-00292-ESA3	7NQ-00292	Microsoft		MS EA SQL SERVER STANDARD CORE SA 2 LIC	US	318146851	1100412301	0.00	78.00	0.00	USD
9ED-00073-ESA3	9ED-00073	Microsoft		MS EA VISUAL STUDIO PREM W/MSDN MP SA AL	US	318146851	1100412301	0.00	39.00	0.00	USD
9JD-00053-ESA3	9JD-00053	Microsoft		MS EA VISUAL STUDIO ULTIMATE W/MSDN MP S	US	318146851	1100412301	0.00	34.00	0.00	USD
CW2-00307-ESA3	CW2-00307	Microsoft		MS EA WINDOWS ENT FOR SA SA PLATFORM ALL	US	318146851	1100412301	0.00	1,650.00	0.00	USD
D87-01159-ESA3	D87-01159	Microsoft		MS EA VISIO PRO 32 BIT WIN SA ALL LANG	US	318146851	1100412301	0.00	108.00	0.00	USD
H04-00268-ESA3	H04-00268	Microsoft		MS EA SHAREPOINT SERVER WNT SA ALL LANG	US	318146851	1100412301	0.00	5.00	0.00	USD
H21-00420-ESA3	H21-00420	Microsoft		MS EA PROJECT SERVER 32 BIT WIN SA DEVIC	US	318146851	1100412301	0.00	10.00	0.00	USD

For Period: 01-01-2015 thru 11-24-2015

Operations Center	Account Number	Account Name	Sales Rep Name	Service Sales Rep Name	Billing Account	Billing Name	Order Type	Reference Number	Web Group	PO Number	PO Release No.	Order Number	Order Date
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38331008		PO7723		318912713	09-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38331008		PO7723		318912713	09-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38331008		PO7723		318912713	09-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38331008		PO7723		318912713	09-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38331008		PO7723		318912713	09-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38331008		PO7723		318912713	09-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38331008		PO7723		318912713	09-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	38742183		PO7808		319091046	11-05-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36075317		PO7156		317925650	01-22-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36393471		PO7293		318068829	02-26-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	37855565		PO7591		318710069	07-31-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36390964		PO7234		318067669	02-26-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		318087173	03-03-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		318087173	03-03-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		318087173	03-03-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		55462255	03-31-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		55462255	03-31-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		55462255	03-31-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		55467926	04-29-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36432635		PO7216		55467926	04-29-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36470573		PO7306		318103688	03-06-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36565697		PO7297		318146273	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36565697		PO7297		55467935	04-29-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36565786		PO7297		318146325	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36565786		PO7297		318146325	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36565786		PO7297		318146325	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		Susan Jones	44444444	PUBLIC SECTOR CLIENT	Direct	36566739		PO7290		318146851	03-17-2015

Invoiced Orders
For Period: 01-01-2015 thru 11-24-2015

Invoice Number	Invoice Date	Order Line No	Customer Material	Manufacturer Material	Material Desc	Country of Usage	Invoiced Quantity	Serial Number	Asset Number	Manufacturer	Unit Price	MSRP
1100441067	09-24-2015	10		0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	US	250.00			Symantec	0.00	0.00
1100441067	09-24-2015	20		0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	US	1,550.00			Symantec	0.00	0.00
1100441067	09-24-2015	30		FDYTOZZ0-ER1GS	GOV PROT F SHAREPT SVR 6-EXT ACS LIC RNW	US	3.00			Symantec	0.00	0.00
1100441067	09-24-2015	40		1ZB3OZZ0-ER1GH	GOV PROT F SHAREPT SVR 6-P U RNWL ESS 12	US	1,394.00			Symantec	0.00	0.00
1100441067	09-24-2015	50		10W1OZZ0-ER1GS	SYMAN PROT ENGINE FOR CLOUD 7.5 P RNWL 1	US	3.00			Symantec	0.00	0.00
1100441067	09-24-2015	60		10W1OZZ0-ER1GS	SYMAN PROT ENGINE FOR CLOUD 7.5 P RNWL 1	US	3.00			Symantec	0.00	0.00
1100441067	09-24-2015	70		R80QOZZ0-ER1GH	SYMANTEC SYMC PROTECTION ENG FOR CLOUD S	US	280.00			Symantec	0.00	0.00
1100441067	09-24-2015	80		R80QOZZ0-ER1GH	SYMANTEC SYMC PROTECTION ENG FOR CLOUD S	US	280.00			Symantec	0.00	0.00
1100448476	11-07-2015	10		TUG2XZF0-EI1EA	SYMANTEC EXP DESKTOP EMAIL ENCRYPTION PO	US	3.00			Symantec	0.00	0.00
1100402446	01-22-2015	10		090NMPRMMNT1	NETMOTION MOBILITY XE MP PREMIUM SW MNT	US	1.00			NetMotion Wireless	0.00	0.00
1100407272	02-26-2015	10		65206810BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	US	1.00			Adobe Systems	0.00	0.00
1100431896	07-31-2015	10		SNAGG01-12-E	SNAGIT-12 ELECTRONIC 1 1U GOV	US	3.00			TechSmith	0.00	0.00
1100407896	03-03-2015	10		7016463-GOVED	SAP CRYSTAL REPORTS 2013 MP NAMED USR LI	US	1.00			SAP	0.00	0.00
1100408270	03-05-2015	10		6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	US	260.00			Microsoft	0.00	0.00
1100408270	03-05-2015	20		76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	US	260.00			Microsoft	0.00	0.00
1100408270	03-05-2015	30		269-12445-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	US	4.00			Microsoft	0.00	0.00
1100415135	04-23-2015	10		6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	US	-215.00			Microsoft	0.00	0.00
1100415135	04-23-2015	20		76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	US	-215.00			Microsoft	0.00	0.00
1100415135	04-23-2015	30		269-12445-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	US	-4.00			Microsoft	0.00	0.00
1100416202	04-30-2015	10		6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	US	-45.00			Microsoft	0.00	0.00
1100416202	04-30-2015	20		76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	US	-45.00			Microsoft	0.00	0.00
1100408539	03-07-2015	10		65206810BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	US	1.00			Adobe Systems	0.00	0.00
1100409812	03-17-2015	10		3NS-00003-ESA3	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	US	215.00			Microsoft	0.00	0.00
1100416203	04-30-2015	10		3NS-00003-ESA3	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	US	-185.00			Microsoft	0.00	0.00
1100409817	03-17-2015	10		7JQ-00448-ESA3	MS EA SQL SERVER ENTERPRISE CORE SA STEP	US	10.00			Microsoft	0.00	0.00
1100409817	03-17-2015	20		6VC-01252-ESA3	MS EA WINDOWS REMOTE DESKTOP SERVICES CA	US	225.00			Microsoft	0.00	0.00
1100409817	03-17-2015	30		76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	US	45.00			Microsoft	0.00	0.00
1100412301	04-01-2015	10		076-01912-ESA3	MS EA PROJECT 32 BIT WIN SA ALL LANG	US	100.00			Microsoft	0.00	0.00
1100412301	04-01-2015	20		125-00124-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	US	2.00			Microsoft	0.00	0.00
1100412301	04-01-2015	30		126-00196-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	US	49.00			Microsoft	0.00	0.00
1100412301	04-01-2015	40		269-12442-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	US	1,650.00			Microsoft	0.00	0.00
1100412301	04-01-2015	50		312-02257-ESA3	MS EA EXCHANGE SERVER SA ALL LANG	US	1.00			Microsoft	0.00	0.00
1100412301	04-01-2015	60		395-02504-ESA3	MS EA EXCHANGE SERVER ENT SA ALL LANG	US	3.00			Microsoft	0.00	0.00
1100412301	04-01-2015	70		5HU-00216-ESA3	MS EA LYNC SERVER SA ALL LANG	US	1.00			Microsoft	0.00	0.00
1100412301	04-01-2015	80		6VC-01254-ESA3	MS EA WINDOWS REMOTE DESKTOP SERVICES CA	US	75.00			Microsoft	0.00	0.00
1100412301	04-01-2015	90		76A-00016-ESA3	MS EA ENT CAL SA PLATFORM USER CAL W/SVC	US	1,394.00			Microsoft	0.00	0.00
1100412301	04-01-2015	100		77D-00111-ESA3	MS EA VISUAL STUDIO PRO W/MSDN MP SA ALL	US	7.00			Microsoft	0.00	0.00

For Period: 01-01-2015 thru 11-24-2015

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For Period: 01-01-2015 thru 11-24-2015

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Order Confirmation

For Period: 01-01-2015 thru 11-24-2015

Account Number	Account Name	PO Number	PO Release No.	Order Date	Order Number	Part ID	Product Description	Product Type	Product Category / Sub Category
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	F4U085TT	THUNDERBOLT 2 EXPRESS DOCK HD, W/ 1M CAB	Hardware Product	Systems - Port Expansion
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	F5L171TTBLK	KYBD W/ CASE BLK IPAD AIR 5G	Hardware Product	Input Devices - Keyboards
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	MB829LL/A	APPLE MAGIC MOUSE	Hardware Product	Input Devices - Pointing Devices
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	MC184LL/B	APPLE WIRELESS KEYBOARD - KEYBOARD - WIR	Hardware Product	Input Devices - Keyboards
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	MC914LL/B	APPLE 27" MONITOR	Hardware Product	Output Devices - Monitors
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	MH2M2LL/A	APPLE IPAD AIR 2 WI-FI + CELLULAR - TABL	Hardware Product	Systems - Handhelds
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	S3141LL/A	APPLECARE PROTECTION PLAN FOR MACBOOK/MA	Services	Services - Warranty Electronic
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	S4738LL/A	APPLECARE+ PROTECTION PLAN FOR IPAD (WIT	Services	Services - Warranty Electronic
11111111	PUBLIC SECTOR CLIENT	PO1240		04-16-2015	318275903	Z0QP-2101696265	MACBOOK PRO 13-INCH WITH RETINA DISPLAY	Hardware Product	Systems - Notebooks
11111111	PUBLIC SECTOR CLIENT	PO1240		06-16-2015	55478488	F5L171TTBLK	KYBD W/ CASE BLK IPAD AIR 5G	Hardware Product	Input Devices - Keyboards
11111111	PUBLIC SECTOR CLIENT	PO1240		06-16-2015	55478488	F5L171TTBLK	KYBD W/ CASE BLK IPAD AIR 5G	Hardware Product	Input Devices - Keyboards
11111111	PUBLIC SECTOR CLIENT	PO1243		06-11-2015	318503473	MB829LL/A	APPLE MAGIC MOUSE	Hardware Product	Input Devices - Pointing Devices
11111111	PUBLIC SECTOR CLIENT	PO1243		06-11-2015	318503473	MC184LL/B	APPLE WIRELESS KEYBOARD - KEYBOARD - WIR	Hardware Product	Input Devices - Keyboards
11111111	PUBLIC SECTOR CLIENT	PO1243		06-11-2015	318503473	S3141LL/A	APPLECARE PROTECTION PLAN FOR MACBOOK/MA	Services	Services - Warranty Electronic
11111111	PUBLIC SECTOR CLIENT	PO1243		06-11-2015	318503473	Z0QP-2101696265	MACBOOK PRO 13-INCH WITH RETINA DISPLAY	Hardware Product	Systems - Notebooks
11111111	PUBLIC SECTOR CLIENT	PO7156		01-22-2015	317925650	090NMPRMMNT1	NETMOTION MOBILITY XE MP PREMIUM SW MNT	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7186		01-26-2015	317936137	WS11-LW-UG-CE	VMWARE UPG WORKSTATION 11 UPG FROM VERSI	License	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		03-03-2015	318087173	269-12445-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		03-03-2015	318087173	6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		03-03-2015	318087173	76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		03-31-2015	55462255	269-12445-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		03-31-2015	55462255	6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		03-31-2015	55462255	76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		04-29-2015	55467926	6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7216		04-29-2015	55467926	76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7234		02-26-2015	318067669	7016463-GOVED	SAP CRYSTAL REPORTS 2013 MP NAMED USR LI	License	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	076-01912-ESA3	MS EA PROJECT 32 BIT WIN SA ALL LANG	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	125-00124-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	126-00196-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	269-12442-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	312-02257-ESA3	MS EA EXCHANGE SERVER SA ALL LANG	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	395-02504-ESA3	MS EA EXCHANGE SERVER ENT SA ALL LANG	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	5HU-00216-ESA3	MS EA LYNC SERVER SA ALL LANG	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	Software - Applications
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	6VC-01254-ESA3	MS EA WINDOWS REMOTE DESKTOP SERVICES CA	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	76A-00016-ESA3	MS EA ENT CAL SA PLATFORM USER CAL W/SVC	Maintenance	Software - Software Service/Support
11111111	PUBLIC SECTOR CLIENT	PO7290		03-17-2015	318146851	77D-00111-ESA3	MS EA VISUAL STUDIO PRO W/MSDN MP SA ALL	Maintenance	Software - Software Service/Support

Order Confirmation
For Period: 01-01-2015 thru 11-24-2015

Media	Quantity	Total Sales	Currency	Invoice #	Invoice Date	Shipment Tracking #	Receiver of Parcel	Expected Delivery Date
Shippable	1.00	0.00	USD	1100414399	04-19-2015	065323278XY3326		04-17-2015
Shippable	5.00	0.00	USD	1100414399	04-19-2015	65323XY3381819		04-17-2015
Shippable	1.00	0.00	USD	1100414399	04-19-2015	1Z643901ABC2522437	MIKE	04-17-2015
Shippable	1.00	0.00	USD	1100414399	04-19-2015	2780XY553957145		04-17-2015
Shippable	1.00	0.00	USD	1100414399	04-19-2015	1Z64390ABC25278424	MIKE	04-17-2015
Shippable	5.00	0.00	USD	1100414399	04-19-2015	919396XY4438066		04-17-2015
Non Shippable	2.00	0.00	USD	1100414498	04-20-2015	Delivery 0807922814 tracking below		
Non Shippable	5.00	0.00	USD	1100414498	04-20-2015	Delivery 0807922814 tracking below		
Shippable	2.00	0.00	USD	1100414498	04-20-2015	NONE AVAILABLE		04-20-2015
Shippable	-4.00	0.00	USD	1100425804	06-25-2015			06-25-2015
Shippable	-1.00	0.00	USD	1100425804	06-25-2015			06-25-2015
Shippable	1.00	0.00	USD	1100423256	06-12-2015	1Z64390ABC56751940		06-12-2015
Shippable	1.00	0.00	USD	1100423256	06-12-2015	278014XY7775735		06-12-2015
Non Shippable	1.00	0.00	USD	1100424203	06-17-2015	32501XY88105		
Shippable	1.00	0.00	USD	1100423826	06-16-2015	NONE AVAILABLE		06-16-2015
ESD	1.00	0.00	USD	1100402446	01-22-2015	VENDOR CONFRIMATION		
ESD	3.00	0.00	USD	1100402934	01-26-2015	NONE AVAILABLE		
ESD	4.00	0.00	USD	1100408270	03-05-2015			
ESD	260.00	0.00	USD	1100408270	03-05-2015			
ESD	260.00	0.00	USD	1100408270	03-05-2015			
ESD	-4.00	0.00	USD	1100415135	04-23-2015			
ESD	-215.00	0.00	USD	1100415135	04-23-2015			
ESD	-215.00	0.00	USD	1100415135	04-23-2015			
ESD	-45.00	0.00	USD	1100416202	04-30-2015			
ESD	-45.00	0.00	USD	1100416202	04-30-2015			
ESD	1.00	0.00	USD	1100407896	03-03-2015	ESD		
ESD	100.00	0.00	USD	1100412301	04-01-2015			
ESD	2.00	0.00	USD	1100412301	04-01-2015			
ESD	49.00	0.00	USD	1100412301	04-01-2015			
ESD	1,650.00	0.00	USD	1100412301	04-01-2015			
ESD	1.00	0.00	USD	1100412301	04-01-2015			
ESD	3.00	0.00	USD	1100412301	04-01-2015			
ESD	1.00	0.00	USD	1100412301	04-01-2015			
ESD	1,394.00	0.00	USD	1100412301	04-01-2015			
ESD	75.00	0.00	USD	1100412301	04-01-2015			
ESD	1,394.00	0.00	USD	1100412301	04-01-2015			
ESD	7.00	0.00	USD	1100412301	04-01-2015			

Invoice Summary

For Period: 01-01-2015 thru 11-24-2015

Ops Center	Invoice Date	PO Number	PO Release No.	Invoice #	Order Date	Shipping Location	Shipping State / Province	Shipping Country	Shipping Date	Invoice Total	Currency
North America (SAP)	01-05-2015	PO7136		1100400352	12-29-2014	TEMPE	AZ	US		1,864.50	USD
North America (SAP)	01-22-2015	PO7156		1100402446	01-22-2015	TEMPE	AZ	US		13,846.70	USD
North America (SAP)	01-26-2015	PO7186		1100402934	01-26-2015	TEMPE	AZ	US		372.99	USD
North America (SAP)	02-26-2015	PO7293		1100407272	02-26-2015	TEMPE	AZ	US		408.41	USD
North America (SAP)	03-03-2015	PO7234		1100407896	02-26-2015	TEMPE	AZ	US		357.97	USD
North America (SAP)	03-05-2015	PO7216		1100408270	03-03-2015	TEMPE	AZ	US		105,904.64	USD
North America (SAP)	03-07-2015	PO7306		1100408539	03-06-2015	TEMPE	AZ	US		363.04	USD
North America (SAP)	03-17-2015	PO7297		1100409812	03-17-2015	TEMPE	AZ	US		15,034.95	USD
North America (SAP)	03-17-2015	PO7297		1100409817	03-17-2015	TEMPE	AZ	US		152,418.95	USD
North America (SAP)	04-01-2015	PO7290		1100412301	03-17-2015	TEMPE	AZ	US		694,296.20	USD
North America (SAP)	04-19-2015	PO1240		1100414399	04-16-2015	TEMPE	AZ	US	04-17-2015	5,938.67	USD
North America (SAP)	04-20-2015	PO1240		1100414498	04-16-2015	TEMPE	AZ	US		801.41	USD
North America (SAP)	04-20-2015	PO1240		1100414498	04-16-2015	TEMPE	AZ	US	04-20-2015	4,371.90	USD
North America (SAP)	04-23-2015	PO7216		1100415135	03-31-2015	TEMPE	AZ	US		-87,860.99	USD
North America (SAP)	04-29-2015	PO7364		1100415986	04-28-2015	TEMPE	AZ	US		80,558.59	USD
North America (SAP)	04-30-2015	PO7216		1100416202	04-29-2015	TEMPE	AZ	US		-18,043.65	USD
North America (SAP)	04-30-2015	PO7297		1100416203	04-29-2015	TEMPE	AZ	US		-12,937.05	USD
North America (SAP)	05-11-2015	PO7297		1100417865	05-11-2015	TEMPE	AZ	US		976.50	USD
North America (SAP)	05-12-2015	PO7431		1100418088	05-11-2015	TEMPE	AZ	US		8,484.00	USD
North America (SAP)	05-20-2015	PO7431		1100419290	05-11-2015	TEMPE	AZ	US		137.36	USD
North America (SAP)	05-20-2015	PO7431		1100419290	05-19-2015	TEMPE	AZ	US		97.69	USD
North America (SAP)	06-04-2015	PO7484		1100421871	06-04-2015	TEMPE	AZ	US		90.73	USD
North America (SAP)	06-05-2015	PO7482		1100422056	06-04-2015	TEMPE	AZ	US	06-05-2015	199.53	USD
North America (SAP)	06-12-2015	PO1243		1100423256	06-11-2015	TEMPE	AZ	US	06-12-2015	137.34	USD
North America (SAP)	06-16-2015	PO1243		1100423826	06-11-2015	TEMPE	AZ	US	06-16-2015	2,185.95	USD

For Period: 01-01-2015 thru 11-24-2015

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Overall Sales History
For Period: 01-01-2015 thru 11-24-2015

Language	Media	Customer Material No	Invoice Number	Invoice Date	Invoice Status	Invoice Quantity	Line Item No	Qty Ordered	Manufacturer	Insight Material No	Manufacturer Material No
US ENGLISH	ESD		1100402446	01-22-2015	Invoiced	1.00	10	1.00	NetMotion Wireless	090NMPRMMNT1	090NMPRMMNT1
	Shippable		1100414399	04-19-2015	Invoiced	1.00	40	1.00	Apple	MC184LL/B	MC184LL/B
	Shippable		1100414399	04-19-2015	Invoiced	5.00	60	5.00	Belkin Components	F5L171TTBLK	F5L171TTBLK
	Shippable		1100423256	06-12-2015	Invoiced	1.00	20	1.00	Apple	MC184LL/B	MC184LL/B
	Shippable		1100425804	06-25-2015	Invoiced	-4.00	10	5.00	Belkin Components	F5L171TTBLK	F5L171TTBLK
	Shippable		1100425804	06-25-2015	Invoiced	-1.00	20	5.00	Belkin Components	F5L171TTBLK	F5L171TTBLK
	Shippable		1100414399	04-19-2015	Invoiced	1.00	10	1.00	Apple	MB829LL/A	MB829LL/A
	Shippable		1100423256	06-12-2015	Invoiced	1.00	10	1.00	Apple	MB829LL/A	MB829LL/A
	Shippable		1100414399	04-19-2015	Invoiced	1.00	20	1.00	Apple	MC914LL/B	MC914LL/B
	Non Shippable		1100414498	04-20-2015	Invoiced	2.00	20	2.00	Apple	S3141LL/A	S3141LL/A
	Non Shippable		1100414498	04-20-2015	Invoiced	5.00	30	5.00	Apple	S4738LL/A	S4738LL/A
	Non Shippable		1100424203	06-17-2015	Invoiced	1.00	10	1.00	Apple	S3141LL/A	S3141LL/A
	Non Shippable		1100422056	06-05-2015	Invoiced	1.00	10	1.00	Apple	MD014LL/A	MD014LL/A
	ESD		1100434734	08-20-2015	Invoiced	2.00	10	2.00	Nuance Communications	K609A-S00-13.0	K609A-S00-13.0
	Shippable		1100434734	08-20-2015	Invoiced	4.00	20	4.00	Nuance Communications	K689A-K00-13.0	K689A-K00-13.0
	ESD		1100434734	01-26-2015	Invoiced	3.00	10	3.00	VMware	WS11-LW-UG-CE	WS11-LW-UG-CE
	ESD		1100431896	07-31-2015	Invoiced	3.00	10	3.00	TechSmith	SNAGG01-12-E	SNAGG01-12-E
	ESD		1100432946	08-09-2015	Invoiced	50.00	10	50.00	Nuance Communications	AV09A-S99-1.0	AV09A-S99-1.0
	ESD		1100433645	08-13-2015	Invoiced	1.00	10	1.00	Inbit	FS1064ESD	FS1064ESD
US ENGLISH	ESD		1100407896	03-03-2015	Invoiced	1.00	10	1.00	SAP	7016463-GOVED	7016463-GOVED
US ENGLISH	ESD		1100446028	10-23-2015	Invoiced	1.00	10	1.00	Adobe Systems	210-1337-11	210-1337-11
ALL LANGUAGES	ESD		1100408270	03-05-2015	Invoiced	4.00	30	4.00	Microsoft	269-12445-ESA3	269-12445
ALL LANGUAGES	ESD		1100408270	03-05-2015	Invoiced	260.00	10	260.00	Microsoft	6U3-00004-ESA3	6U3-00004
ALL LANGUAGES	ESD		1100408270	03-05-2015	Invoiced	260.00	20	260.00	Microsoft	76A-00010-ESA3	76A-00010
ALL LANGUAGES	ESD		1100409812	03-17-2015	Invoiced	215.00	10	215.00	Microsoft	3NS-00003-ESA3	3NS-00003
ALL LANGUAGES	ESD		1100409817	03-17-2015	Invoiced	10.00	10	10.00	Microsoft	7JQ-00448-ESA3	7JQ-00448
ALL LANGUAGES	ESD		1100409817	03-17-2015	Invoiced	45.00	30	45.00	Microsoft	76A-00010-ESA3	76A-00010
ALL LANGUAGES	ESD		1100409817	03-17-2015	Invoiced	225.00	20	225.00	Microsoft	6VC-01252-ESA3	6VC-01252
ALL LANGUAGES	ESD		1100412301	04-01-2015	Invoiced	1.00	260	1.00	Microsoft	U2V-00007-ESA3	U2V-00007
ALL LANGUAGES	ESD		1100412301	04-01-2015	Invoiced	1.00	280	1.00	Microsoft	U7U-00001-ESA3	U7U-00001
ALL LANGUAGES	ESD		1100412301	04-01-2015	Invoiced	100.00	250	100.00	Microsoft	T3V-00007-ESA3	T3V-00007
ALL LANGUAGES	ESD		1100412301	04-01-2015	Invoiced	1,394.00	270	1,394.00	Microsoft	6U3-00004-ESA3	6U3-00004
ALL LANGUAGES	ESD		1100415135	04-23-2015	Invoiced	-215.00	10	215.00	Microsoft	6U3-00004-ESA3	6U3-00004
ALL LANGUAGES	ESD		1100415135	04-23-2015	Invoiced	-215.00	20	215.00	Microsoft	76A-00010-ESA3	76A-00010
ALL LANGUAGES	ESD		1100415135	04-23-2015	Invoiced	-4.00	30	4.00	Microsoft	269-12445-ESA3	269-12445
ALL LANGUAGES	ESD		1100416202	04-30-2015	Invoiced	-45.00	10	45.00	Microsoft	6U3-00004-ESA3	6U3-00004
ALL LANGUAGES	ESD		1100416202	04-30-2015	Invoiced	-45.00	20	45.00	Microsoft	76A-00010-ESA3	76A-00010

Overall Sales History
For Period: 01-01-2015 thru 11-24-2015

Material Description	Version	Unit Price	MSRP	Ext Price	EWB Fee	Freight Line	Freight Total	Tax	PST/QST	GST/HST	Total	Currency	Exchange Rate	Order Date	Order Number
NETMOTION MOBILITY XE MP PREMIUM SW MNT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	01-22-2015	317925650
APPLE WIRELESS KEYBOARD - KEYBOARD - WIR		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-16-2015	318275903
KYBD W/ CASE BLK IPAD AIR 5G		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-16-2015	318275903
APPLE WIRELESS KEYBOARD - KEYBOARD - WIR		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	06-11-2015	318503473
KYBD W/ CASE BLK IPAD AIR 5G		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	06-16-2015	55478488
KYBD W/ CASE BLK IPAD AIR 5G		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	06-16-2015	55478488
APPLE MAGIC MOUSE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-16-2015	318275903
APPLE MAGIC MOUSE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	06-11-2015	318503473
APPLE 27" MONITOR		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-16-2015	318275903
APPLECARE PROTECTION PLAN FOR MACBOOK/MA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-16-2015	318275903
APPLECARE+ PROTECTION PLAN FOR IPAD (WIT		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-16-2015	318275903
APPLECARE PROTECTION PLAN FOR MACBOOK/MA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	06-11-2015	318503473
APP FOR MB/MB AIR/13 MB PRO E/KACCSUSA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	06-04-2015	318470252
GOV STATE/LOCAL ENG DRAGON CROMNATURALLY		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	08-19-2015	318784158
NUANCE DRAGON NATURALLYSPEAKING PREMIUM		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	08-19-2015	318784158
VMWARE UPG WORKSTATION 11 UPG FROM VERSI		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	01-26-2015	317936137
SNAGIT-12 ELECTRONIC 1 1U GOV		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	07-31-2015	318710069
NUANCE POWERPDF ADVANCED, STATE & LOCAL,		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	07-31-2015	318691724
FULLSHOT 10 PROFESSIONAL EDITION SITE LI		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	08-13-2015	318758776
SAP CRYSTAL REPORTS 2013 MP NAMED USR LI	2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	02-26-2015	318067669
ADOBE FLP LIVECYCLE DESIGNER 11 MP PER U	11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	10-19-2015	319019181
MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-03-2015	318087173
MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-03-2015	318087173
MS EA ENT CAL LIC/SA PLATFORM USER CAL W		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-03-2015	318087173
MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146273
MS EA SQL SERVER ENTERPRISE CORE SA STEP		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146325
MS EA ENT CAL LIC/SA PLATFORM USER CAL W		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146325
MS EA WINDOWS REMOTE DESKTOP SERVICES CA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146325
MS EA BINGS MAPS ENT PLATFORM MONTHLY SU		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146851
MS EA WINDOWS INTUNE USL ADD-ON MONTHLY		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146851
MS EA BING MAPS KNOWN USER MONTHLY SUB P		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146851
MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-17-2015	318146851
MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-31-2015	55462255
MS EA ENT CAL LIC/SA PLATFORM USER CAL W		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-31-2015	55462255
MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	03-31-2015	55462255
MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-29-2015	55467926
MS EA ENT CAL LIC/SA PLATFORM USER CAL W		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USD	1.00	04-29-2015	55467926

For Period: 01-01-2015 thru 11-24-2015

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Overall Sales History

For Period: 01-01-2015 thru 11-24-2015

Shipping State / Province	Shipping Country	Shipping Postal Code	Reference Number	Web Group
AZ	US	85283-1234	36075317	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	37393210	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	37393210	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	36860366	
AZ	US	85283-1234	37393210	
AZ	US	85283-1234	37319186	
AZ	US	85283-1234	38026347	
AZ	US	85283-1234	38026347	
AZ	US	85283-1234	36098157	
AZ	US	85283-1234	37855565	
AZ	US	85283-1234	37813806	
AZ	US	85283-1234	37966110	
AZ	US	85283-1234	36390964	
AZ	US	85283-1234	38576990	
AZ	US	85283-1234	36432635	
AZ	US	85283-1234	36432635	
AZ	US	85283-1234	36432635	
AZ	US	85283-1234	36565697	
AZ	US	85283-1234	36565786	
AZ	US	85283-1234	36565786	
AZ	US	85283-1234	36565786	
AZ	US	85283-1234	36566739	
AZ	US	85283-1234	36566739	
AZ	US	85283-1234	36566739	
AZ	US	85283-1234	36566739	
AZ	US	85283-1234	36432635	
AZ	US	85283-1234	36432635	
AZ	US	85283-1234	36432635	
AZ	US	85283-1234	36432635	
AZ	US	85283-1234	36432635	

For Period: 01-01-2015 thru 11-24-2015

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Product Totals by Account and Shipping Location
For Period: 01-01-2015 thru 11-24-2015

Manufacturer	Insight Part ID	Mfr Part ID	Product Description	Invoiced Quantity	Total Sales	Currency
Microsoft	076-01912-ESA3	076-01912	MS EA PROJECT 32 BIT WIN SA ALL LANG	100.00	0.00	USD
Microsoft	125-00124-ESA3	125-00124	MS EA VISUAL STUDIO FOUNDATION SERVER SA	2.00	0.00	USD
Microsoft	126-00196-ESA3	126-00196	MS EA VISUAL STUDIO FOUNDATION SERVER SA	49.00	0.00	USD
Microsoft	269-12442-ESA3	269-12442	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	1,650.00	0.00	USD
Microsoft	269-12445-ESA3	269-12445	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	4.00	0.00	USD
Microsoft	269-12445-ESA3	269-12445	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	-4.00	0.00	USD
Microsoft	312-02257-ESA3	312-02257	MS EA EXCHANGE SERVER SA ALL LANG	1.00	0.00	USD
Microsoft	395-02504-ESA3	395-02504	MS EA EXCHANGE SERVER ENT SA ALL LANG	3.00	0.00	USD
Microsoft	3NS-00003-ESA3	3NS-00003	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	215.00	0.00	USD
Microsoft	3NS-00003-ESA3	3NS-00003	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	-185.00	0.00	USD
Microsoft	5HU-00216-ESA3	5HU-00216	MS EA LYNC SERVER SA ALL LANG	1.00	0.00	USD
Microsoft	6U3-00004-ESA3	6U3-00004	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	260.00	0.00	USD
Microsoft	6U3-00004-ESA3	6U3-00004	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	1,394.00	0.00	USD
Microsoft	6U3-00004-ESA3	6U3-00004	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	-215.00	0.00	USD
Microsoft	6U3-00004-ESA3	6U3-00004	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	-45.00	0.00	USD
Microsoft	6VC-01252-ESA3	6VC-01252	MS EA WINDOWS REMOTE DESKTOP SERVICES CA	225.00	0.00	USD
Microsoft	6VC-01254-ESA3	6VC-01254	MS EA WINDOWS REMOTE DESKTOP SERVICES CA	75.00	0.00	USD
Microsoft	76A-00010-ESA3	76A-00010	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	260.00	0.00	USD
Microsoft	76A-00010-ESA3	76A-00010	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	45.00	0.00	USD
Microsoft	76A-00010-ESA3	76A-00010	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	-215.00	0.00	USD
Microsoft	76A-00010-ESA3	76A-00010	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	-45.00	0.00	USD
Microsoft	76A-00016-ESA3	76A-00016	MS EA ENT CAL SA PLATFORM USER CAL W/SVC	1,394.00	0.00	USD
Microsoft	77D-00111-ESA3	77D-00111	MS EA VISUAL STUDIO PRO W/MSDN MP SA ALL	7.00	0.00	USD
Microsoft	7JQ-00343-ESA3	7JQ-00343	MS EA SQL SERVER ENTERPRISE CORE SA 2 LI	42.00	0.00	USD
Microsoft	7JQ-00448-ESA3	7JQ-00448	MS EA SQL SERVER ENTERPRISE CORE SA STEP	10.00	0.00	USD
Microsoft	7NQ-00292-ESA3	7NQ-00292	MS EA SQL SERVER STANDARD CORE SA 2 LIC	78.00	0.00	USD
Microsoft	9ED-00073-ESA3	9ED-00073	MS EA VISUAL STUDIO PREM W/MSDN MP SA AL	39.00	0.00	USD
Microsoft	9JD-00053-ESA3	9JD-00053	MS EA VISUAL STUDIO ULTIMATE W/MSDN MP S	34.00	0.00	USD
Microsoft	CW2-00307-ESA3	CW2-00307	MS EA WINDOWS ENT FOR SA SA PLATFORM ALL	1,650.00	0.00	USD
Microsoft	D87-01159-ESA3	D87-01159	MS EA VISIO PRO 32 BIT WIN SA ALL LANG	108.00	0.00	USD
Inbit	FS1064ESD	FS1064ESD	FULLSHOT 10 PROFESSIONAL EDITION SITE LI	1.00	0.00	USD
Microsoft	H04-00268-ESA3	H04-00268	MS EA SHAREPOINT SERVER WNT SA ALL LANG	5.00	0.00	USD
Microsoft	H21-00420-ESA3	H21-00420	MS EA PROJECT SERVER 32 BIT WIN SA DEVIC	10.00	0.00	USD
Microsoft	H22-00475-ESA3	H22-00475	MS EA PROJECT SERVER 32 BIT WIN SA ALL L	1.00	0.00	USD
Microsoft	H30-00238-ESA3	H30-00238	MS EA PROJECT PRO 32 BIT WIN SA ALL LANG	67.00	0.00	USD
Microsoft	P71-07282-ESA3	P71-07282	MS EA WINDOWS SERVER DATACENTER SA 2 PRO	22.00	0.00	USD
Microsoft	P73-05898-ESA3	P73-05898	MS EA WINDOWS SERVER STANDARD SA 2 PROC	170.00	0.00	USD

Product Type Summary by Manufacturer

For Period: 01-01-2015 thru 11-24-2015

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Product Totals by Manufacturer
For Period: 01-01-2015 thru 11-24-2015

Manufacturer	Insight Part ID	Product Description	Product Type	Product Category / Sub Category	# of Users	Mfr Part ID	Invoiced Quantity	Total Sales	Currency
Microsoft	7JQ-00448-ESA3	MS EA SQL SERVER ENTERPRISE CORE SA STEP	License & Maint	Software - Applications	1	7JQ-00448	16.00	0.00	USD
Microsoft	269-12442-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	Maintenance	Software - Software Service/Support	1	269-12442	1,650.00	0.00	USD
Microsoft	76A-00016-ESA3	MS EA ENT CAL SA PLATFORM USER CAL W/SVC	Maintenance	Software - Software Service/Support	1	76A-00016	1,394.00	0.00	USD
Microsoft	7JQ-00343-ESA3	MS EA SQL SERVER ENTERPRISE CORE SA 2 LI	Maintenance	Software - Software Service/Support	1	7JQ-00343	42.00	0.00	USD
Microsoft	9JD-00053-ESA3	MS EA VISUAL STUDIO ULTIMATE W/MSDN MP S	Maintenance	Software - Software Service/Support	1	9JD-00053	34.00	0.00	USD
Microsoft	CW2-00307-ESA3	MS EA WINDOWS ENT FOR SA SA PLATFORM ALL	Maintenance	Software - Software Service/Support	1	CW2-00307	1,650.00	0.00	USD
Microsoft	7NQ-00292-ESA3	MS EA SQL SERVER STANDARD CORE SA 2 LIC	Maintenance	Software - Software Service/Support	1	7NQ-00292	78.00	0.00	USD
Microsoft	6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	Software - Applications	1	6U3-00004	1,439.00	0.00	USD
IBM	E064ILL-IMPPA	IBM COGNOS 8ENT PANNING TM1 CONTRIBUTOR	Maintenance	Software - Software Service/Support	1	E064ILL	99.00	0.00	USD
Microsoft	9ED-00073-ESA3	MS EA VISUAL STUDIO PREM W/MSDN MP SA AL	Maintenance	Software - Software Service/Support	1	9ED-00073	39.00	0.00	USD
Microsoft	6VC-01252-ESA3	MS EA WINDOWS REMOTE DESKTOP SERVICES CA	License & Maint	Software - Applications	1	6VC-01252	225.00	0.00	USD
Microsoft	P73-05898-ESA3	MS EA WINDOWS SERVER STANDARD SA 2 PROC	Maintenance	Software - Software Service/Support	1	P73-05898	170.00	0.00	USD
Microsoft	P71-07282-ESA3	MS EA WINDOWS SERVER DATACENTER SA 2 PRO	Maintenance	Software - Software Service/Support	1	P71-07282	22.00	0.00	USD
IBM	E064GLL-IMPPA	IBM COGNOS 8ENT PANNING TM1 MOD AUTH USE	Maintenance	Software - Software Service/Support	1	E064GLL	7.00	0.00	USD
Symantec	0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	Maintenance	Software - Software Service/Support	250+	0E7IOZZ0-ER1GH	1,800.00	0.00	USD
Microsoft	76A-00010-ESA3	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	License & Maint	Software - Applications	1	76A-00010	45.00	0.00	USD
IBM	E09S0LL-IMPPA	IBM COGNOS EXECUTIVE VIEWER SVR PA ANNL	Maintenance	Software - Software Service/Support	1	E09S0LL	92.00	0.00	USD
NetMotion Wireless	090NMPRMMNT1	NETMOTION MOBILITY XE MP PREMIUM SW MNT	Maintenance	Software - Software Service/Support		090NMPRMMNT1	1.00	0.00	USD
Microsoft	H30-00238-ESA3	MS EA PROJECT PRO 32 BIT WIN SA ALL LANG	Maintenance	Software - Software Service/Support	1	H30-00238	67.00	0.00	USD
Microsoft	076-01912-ESA3	MS EA PROJECT 32 BIT WIN SA ALL LANG	Maintenance	Software - Software Service/Support	1	076-01912	100.00	0.00	USD
Microsoft	D87-01159-ESA3	MS EA VISIO PRO 32 BIT WIN SA ALL LANG	Maintenance	Software - Software Service/Support	1	D87-01159	108.00	0.00	USD
IBM	E08BCLL-IMPPA	IBM COGNOS ANALYTICS SVR PVU SW SNS RNW	Maintenance	Software - Software Service/Support	1	E08BCLL	280.00	0.00	USD
Adobe Systems	65227494BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	Software - Applications	1	65227494BC01A12	20.00	0.00	USD
Microsoft	3MS-00001-ESA3	MS EA EXCHANGE ONLINE PLAN 1G SHRDSVR MO	License & Maint	Software - Applications	1	3MS-00001	300.00	0.00	USD
Adobe Systems	65196283AC02A12	ADOBE CLPG 5.X ACROBAT PRO MLP RNW 1YR-1	Maintenance	Software - Software Service/Support	1	65196283AC02A12	182.00	0.00	USD
Adobe Systems	65197225AC02A12	ADOBE CLPG 5.X ACROBAT STD MP RNW 1YR-12	Maintenance	Software - Software Service/Support	1	65197225AC02A12	266.00	0.00	USD
Symantec	10W1OZZ0-ER1GS	SYMAN PROT ENGINE FOR CLOUD 7.5 P RNWL 1	Maintenance	Software - Software Service/Support		10W1OZZ0-ER1GS	6.00	0.00	USD
Apple	Z0QP-2101696265	MACBOOK PRO 13-INCH WITH RETINA DISPLAY	Hardware Product	Systems - Notebooks		Z0QP-2101696265	3.00	0.00	USD
Microsoft	H04-00268-ESA3	MS EA SHAREPOINT SERVER WNT SA ALL LANG	Maintenance	Software - Software Service/Support	1	H04-00268	5.00	0.00	USD
Symantec	FDYTOZZ0-ER1GS	GOV PROT F SHAREPT SVR 6-EXT ACS LIC RNW	Maintenance	Software - Software Service/Support	1+	FDYTOZZ0-ER1GS	3.00	0.00	USD
Apple	MH2M2LL/A	APPLE IPAD AIR 2 WI-FI + CELLULAR - TABL	Hardware Product	Systems - Handhelds		MH2M2LL/A	5.00	0.00	USD
Microsoft	126-00196-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	Maintenance	Software - Software Service/Support	1	126-00196	49.00	0.00	USD
Nuance Communications	AV09A-S99-1.0	NUANCE POWERPDF ADVANCED, STATE & LOCAL,	License	Software - Applications		AV09A-S99-1.0	50.00	0.00	USD
Inbit	FS1064ESD	FULLSHOT 10 PROFESSIONAL EDITION SITE LI	License	Software - Applications		FS1064ESD	1.00	0.00	USD
Adobe Systems	65227500BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	Software - Applications	1	65227500BC01A12	6.00	0.00	USD
IBM	E09RZLL-IMPPA	IBM COGNOS EXECUTIVE VIEWER SVR PVU ANNL	Maintenance	Software - Software Service/Support	1	E09RZLL	140.00	0.00	USD
IBM	E064KLL-IMPPA	IBM ELA COGNOS 8ENT PANNING TM1 CONTRIBU	Maintenance	Software - Software Service/Support	1	E064KLL	140.00	0.00	USD

Purchase Activity Detail Report
For Period: 01-01-2015 thru 11-24-2015

Insight Part ID	Product Description	Product Type	Country of Usage	Product Category / Sub Category	Operations Center	Account Number	Account Name	PO Number	PO Release No.
076-01912-ESA3	MS EA PROJECT 32 BIT WIN SA ALL LANG	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
090NMPRMMNT1	NETMOTION MOBILITY XE MP PREMIUM SW MNT	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7156	
0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7723	
10W1OZZ0-ER1GS	SYMAN PROT ENGINE FOR CLOUD 7.5 P RNWL 1	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7723	
125-00124-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
126-00196-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
1ZB3OZZ0-ER1GH	GOV PROT F SHAREPT SVR 6-P U RNWL ESS 12	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7723	
210-1337-11	ADOBE FLP LIVECYCLE DESIGNER 11 MP PER U	License	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7773	
269-12442-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
269-12445-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7216	
269-12445-ESA3	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7216	
312-02257-ESA3	MS EA EXCHANGE SERVER SA ALL LANG	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
395-02504-ESA3	MS EA EXCHANGE SERVER ENT SA ALL LANG	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
3MS-00001-ESA3	MS EA EXCHANGE ONLINE PLAN 1G SHRDSVR MO	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7431	
3NS-00003-ESA3	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7297	
3NS-00003-ESA3	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7297	
5HU-00216-ESA3	MS EA LYNC SERVER SA ALL LANG	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
65181975AC02A12	ADOBE CLPG 5.X ROBOHELP OFFICE MP IMPROV	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7542	
65181983AC02A12	ADOBE CLPG 5.X CAPTIVATE MLP IMPROVED UP	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7542	
65194015AC02A12	ADOBE CLPG 5.X PREMIERE ELEM MLP RNW 1YR	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7542	
65194053AC02A12	ADOBE CLPG 5.X PHOTOSHOP ELEM MLP RNW 1Y	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7542	
65196283AC02A12	ADOBE CLPG 5.X ACROBAT PRO MLP RNW 1YR-1	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7542	
65197225AC02A12	ADOBE CLPG 5.X ACROBAT STD MP RNW 1YR-12	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7542	
65206810BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7293	
65206810BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7306	
65206810BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7585	
65206810BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7603	
65222605AC02A12	ADOBE CLPG 5.X COLDFUSION STD ALP RNW 2	Maintenance	US	Software - Software Service/Support	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7542	
65226053BC01A12	ADOBE VIPG PHOTOSHOP CC MLP SUB LIC F/CS	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7484	
65227476BC01A12	ADOBE VIPG PHOTOSHOP CC MLP SUB LIC RNW	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7641	
65227494BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7641	
65227500BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7641	
6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7216	
6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7216	
6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7216	
6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7290	
6U3-00004-ESA3	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	License & Maint	US	Software - Applications	North America (SAP)	11111111	PUBLIC SECTOR CLIENT	PO7297	

Purchase Activity Detail Report
For Period: 01-01-2015 thru 11-24-2015

Invoice Number	Invoice Date	Order Number	Order Date	Manufacturer	Manufacturer Part ID	Invoice Quantity	Total Sales	Currency
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	076-01912-ESA3	100.00	0.00	USD
1100402446	01-22-2015	317925650	01-22-2015	NetMotion Wireless	090NMPRMMNT1	1.00	0.00	USD
1100441067	09-24-2015	318912713	09-22-2015	Symantec	0E7IOZZ0-ER1GH	1,800.00	0.00	USD
1100441067	09-24-2015	318912713	09-22-2015	Symantec	10W1OZZ0-ER1GS	6.00	0.00	USD
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	125-00124-ESA3	2.00	0.00	USD
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	126-00196-ESA3	49.00	0.00	USD
1100441067	09-24-2015	318912713	09-22-2015	Symantec	1ZB3OZZ0-ER1GH	1,394.00	0.00	USD
1100446028	10-23-2015	319019181	10-19-2015	Adobe Systems	210-1337-11	1.00	0.00	USD
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	269-12442-ESA3	1,650.00	0.00	USD
1100408270	03-05-2015	318087173	03-03-2015	Microsoft	269-12445-ESA3	4.00	0.00	USD
1100415135	04-23-2015	55462255	03-31-2015	Microsoft	269-12445-ESA3	-4.00	0.00	USD
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	312-02257-ESA3	1.00	0.00	USD
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	395-02504-ESA3	3.00	0.00	USD
1100418088	05-12-2015	318367802	05-11-2015	Microsoft	3MS-00001-ESA3	300.00	0.00	USD
1100409812	03-17-2015	318146273	03-17-2015	Microsoft	3NS-00003-ESA3	215.00	0.00	USD
1100416203	04-30-2015	55467935	04-29-2015	Microsoft	3NS-00003-ESA3	-185.00	0.00	USD
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	5HU-00216-ESA3	1.00	0.00	USD
1100429124	07-15-2015	318636209	07-15-2015	Adobe Systems	65181975AC02A12	2.00	0.00	USD
1100429124	07-15-2015	318636209	07-15-2015	Adobe Systems	65181983AC02A12	14.00	0.00	USD
1100429124	07-15-2015	318636209	07-15-2015	Adobe Systems	65194015AC02A12	4.00	0.00	USD
1100429124	07-15-2015	318636209	07-15-2015	Adobe Systems	65194053AC02A12	11.00	0.00	USD
1100429124	07-15-2015	318636209	07-15-2015	Adobe Systems	65196283AC02A12	182.00	0.00	USD
1100429124	07-15-2015	318636209	07-15-2015	Adobe Systems	65197225AC02A12	266.00	0.00	USD
1100407272	02-26-2015	318068829	02-26-2015	Adobe Systems	65206810BC01A12	1.00	0.00	USD
1100408539	03-07-2015	318103688	03-06-2015	Adobe Systems	65206810BC01A12	1.00	0.00	USD
1100431383	07-29-2015	318694161	07-28-2015	Adobe Systems	65206810BC01A12	1.00	0.00	USD
1100432226	08-04-2015	318721301	08-04-2015	Adobe Systems	65206810BC01A12	1.00	0.00	USD
1100429124	07-15-2015	318636209	07-15-2015	Adobe Systems	65222605AC02A12	1.00	0.00	USD
1100421871	06-04-2015	318470130	06-04-2015	Adobe Systems	65226053BC01A12	1.00	0.00	USD
1100447792	11-03-2015	319080121	11-03-2015	Adobe Systems	65227476BC01A12	2.00	0.00	USD
1100447792	11-03-2015	319080121	11-03-2015	Adobe Systems	65227494BC01A12	20.00	0.00	USD
1100447792	11-03-2015	319080121	11-03-2015	Adobe Systems	65227500BC01A12	6.00	0.00	USD
1100408270	03-05-2015	318087173	03-03-2015	Microsoft	6U3-00004-ESA3	260.00	0.00	USD
1100415135	04-23-2015	55462255	03-31-2015	Microsoft	6U3-00004-ESA3	-215.00	0.00	USD
1100416202	04-30-2015	55467926	04-29-2015	Microsoft	6U3-00004-ESA3	-45.00	0.00	USD
1100412301	04-01-2015	318146851	03-17-2015	Microsoft	6U3-00004-ESA3	1,394.00	0.00	USD
1100417865	05-11-2015	318368152	05-11-2015	Microsoft	6U3-00004-ESA3	45.00	0.00	USD

Purchase Summary by Account

For Period: 01-01-2015 thru 11-24-2015

Operations Center	Account No	Account Name	Account Attention	Account Address	Account City	Account State / Province	Account Postal Code	Account Country	Invoiced Quantity	Extended Price	Currency
North America (SAP)	11111111	PUBLIC SECTOR CLIENT		6820 S HARL AVE	TEMPE	AZ	85283-1234	US	12,979.00	1,106,745.50	USD

Purchase Summary by Manufacturer

For Period: 01-01-2015 thru 11-24-2015

Manufacturer	Manufacturer Material #	Insight Part Number	Description	Invoiced Quantity	Total Purchase	Currency
Adobe Systems	210-1337-11	210-1337-11	ADOBE FLP LIVECYCLE DESIGNER 11 MP PER U	1.00	0.00	USD
Adobe Systems	65181975AC02A12	65181975AC02A12	ADOBE CLPG 5.X ROBOHELP OFFICE MP IMPROV	2.00	0.00	USD
Adobe Systems	65181983AC02A12	65181983AC02A12	ADOBE CLPG 5.X CAPTIVATE MLP IMPROVED UP	14.00	0.00	USD
Adobe Systems	65222605AC02A12	65222605AC02A12	ADOBE CLPG 5.X COLDFUSION STD ALP RNW 2	1.00	0.00	USD
Adobe Systems	65226053BC01A12	65226053BC01A12	ADOBE VIPG PHOTOSHOP CC MLP SUB LIC F/CS	1.00	0.00	USD
Adobe Systems	65227476BC01A12	65227476BC01A12	ADOBE VIPG PHOTOSHOP CC MLP SUB LIC RNW	2.00	0.00	USD
Adobe Systems	65227494BC01A12	65227494BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	20.00	0.00	USD
Adobe Systems	65227500BC01A12	65227500BC01A12	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	6.00	0.00	USD
Apple	MB829LL/A	MB829LL/A	APPLE MAGIC MOUSE	2.00	0.00	USD
Apple	Z0QP-2101696265	Z0QP-2101696265	MACBOOK PRO 13-INCH WITH RETINA DISPLAY	3.00	0.00	USD
Belkin Components	F4U085TT	F4U085TT	THUNDERBOLT 2 EXPRESS DOCK HD, W/ 1M CAB	1.00	0.00	USD
Belkin Components	F5L171TTBLK	F5L171TTBLK	KYBD W/ CASE BLK IPAD AIR 5G	0.00	0.00	USD
IBM	E064GLL	E064GLL-IMPPA	IBM COGNOS 8ENT PANNING TM1 MOD AUTH USE	7.00	0.00	USD
IBM	E08BCLL	E08BCLL-IMPPA	IBM COGNOS ANALYTICS SVR PVU SW SNS RNW	280.00	0.00	USD
IBM	E09RZLL	E09RZLL-IMPPA	IBM COGNOS EXECUTIVE VIEWER SVR PVU ANNL	140.00	0.00	USD
IBM	E09S0LL	E09S0LL-IMPPA	IBM COGNOS EXECUTIVE VIEWER SVR PA ANNL	92.00	0.00	USD
Inbit	FS1064ESD	FS1064ESD	FULLSHOT 10 PROFESSIONAL EDITION SITE LI	1.00	0.00	USD
Microsoft	076-01912	076-01912-ESA3	MS EA PROJECT 32 BIT WIN SA ALL LANG	100.00	0.00	USD
Microsoft	125-00124	125-00124-ESA3	MS EA VISUAL STUDIO FOUNDATION SERVER SA	2.00	0.00	USD
Microsoft	6VC-01254	6VC-01254-ESA3	MS EA WINDOWS REMOTE DESKTOP SERVICES CA	75.00	0.00	USD
Microsoft	T6L-00238	T6L-00238-ESA3	MS EA SYSTEM CENTER DATACENTER SA 2 PROC	1.00	0.00	USD
Nuance Communications	AV09A-S99-1.0	AV09A-S99-1.0	NUANCE POWERPDF ADVANCED, STATE & LOCAL,	50.00	0.00	USD
Nuance Communications	M109B-SV2-8.0	M109B-SV2-8.0	NUANCE OLP PDF CONVERTER ENT 8 MP MNT &	100.00	0.00	USD

Purchase Summary by Item Purchased
For Period: 01-01-2015 thru 11-24-2015

Description	Manufacturer	Product Type	Product Category / Sub Category	Manufacturer Part Number	Insight Part Number	Invoiced Quantity	Extended Price	Currency
ADOBE CLPG 5.X ACROBAT PRO MLP RNW 1YR-1	Adobe Systems	Maintenance	Software - Software Service/Support	65196283AC02A12	65196283AC02A12	182.00	0.00	USD
ADOBE CLPG 5.X ACROBAT STD MP RNW 1YR-12	Adobe Systems	Maintenance	Software - Software Service/Support	65197225AC02A12	65197225AC02A12	266.00	0.00	USD
ADOBE CLPG 5.X CAPTIVATE MLP IMPROVED UP	Adobe Systems	Maintenance	Software - Software Service/Support	65181983AC02A12	65181983AC02A12	14.00	0.00	USD
ADOBE CLPG 5.X COLDFUSION STD ALP RNW 2	Adobe Systems	Maintenance	Software - Software Service/Support	65222605AC02A12	65222605AC02A12	1.00	0.00	USD
ADOBE CLPG 5.X PHOTOSHOP ELEM MLP RNW 1Y	Adobe Systems	Maintenance	Software - Software Service/Support	65194053AC02A12	65194053AC02A12	11.00	0.00	USD
ADOBE CLPG 5.X PREMIERE ELEM MLP RNW 1YR	Adobe Systems	Maintenance	Software - Software Service/Support	65194015AC02A12	65194015AC02A12	4.00	0.00	USD
ADOBE CLPG 5.X ROBOHELP OFFICE MP IMPROV	Adobe Systems	Maintenance	Software - Software Service/Support	65181975AC02A12	65181975AC02A12	2.00	0.00	USD
ADOBE FLP LIVECYCLE DESIGNER 11 MP PER U	Adobe Systems	License	Software - Applications	210-1337-11	210-1337-11	1.00	0.00	USD
ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	Adobe Systems	License & Maint	Software - Applications	65206810BC01A12	65206810BC01A12	4.00	0.00	USD
ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	Adobe Systems	License & Maint	Software - Applications	65227494BC01A12	65227494BC01A12	20.00	0.00	USD
ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO	Adobe Systems	License & Maint	Software - Applications	65227500BC01A12	65227500BC01A12	6.00	0.00	USD
ADOBE VIPG PHOTOSHOP CC MLP SUB LIC F/CS	Adobe Systems	License & Maint	Software - Applications	65226053BC01A12	65226053BC01A12	1.00	0.00	USD
ADOBE VIPG PHOTOSHOP CC MLP SUB LIC RNW	Adobe Systems	License & Maint	Software - Applications	65227476BC01A12	65227476BC01A12	2.00	0.00	USD
APP FOR MB/MB AIR/13 MB PRO E/KACCSUSA	Apple	Services	Services - Warranty Physical	MD014LL/A	MD014LL/A	1.00	0.00	USD
APPLE 27" MONITOR	Apple	Hardware Product	Output Devices - Monitors	MC914LL/B	MC914LL/B	1.00	0.00	USD
APPLE IPAD AIR 2 WI-FI + CELLULAR - TABL	Apple	Hardware Product	Systems - Handhelds	MH2M2LL/A	MH2M2LL/A	5.00	0.00	USD
APPLE MAGIC MOUSE	Apple	Hardware Product	Input Devices - Pointing Devices	MB829LL/A	MB829LL/A	2.00	0.00	USD
APPLE WIRELESS KEYBOARD - KEYBOARD - WIR	Apple	Hardware Product	Input Devices - Keyboards	MC184LL/B	MC184LL/B	2.00	0.00	USD
APPLECARE PROTECTION PLAN FOR MACBOOK/MA	Apple	Services	Services - Warranty Electronic	S3141LL/A	S3141LL/A	3.00	0.00	USD
APPLECARE+ PROTECTION PLAN FOR IPAD (WIT	Apple	Services	Services - Warranty Electronic	S4738LL/A	S4738LL/A	5.00	0.00	USD
MACBOOK PRO 13-INCH WITH RETINA DISPLAY	Apple	Hardware Product	Systems - Notebooks	Z0QP-2101696265	Z0QP-2101696265	3.00	0.00	USD
KYBD W/ CASE BLK IPAD AIR 5G	Belkin Components	Hardware Product	Input Devices - Keyboards	F5L171TTBLK	F5L171TTBLK	0.00	0.00	USD
THUNDERBOLT 2 EXPRESS DOCK HD, W/ 1M CAB	Belkin Components	Hardware Product	Systems - Port Expansion	F4U085TT	F4U085TT	1.00	0.00	USD
IBM COGNOS 8ENT PANNING TM1 CONTRIBUTOR	IBM	Maintenance	Software - Software Service/Support	E064ILL	E064ILL-IMPPA	99.00	0.00	USD
IBM COGNOS 8ENT PANNING TM1 MOD AUTH USE	IBM	Maintenance	Software - Software Service/Support	E064GLL	E064GLL-IMPPA	7.00	0.00	USD
IBM COGNOS ANALYTICS SVR PVU SW SNS RNW	IBM	Maintenance	Software - Software Service/Support	E08BCLL	E08BCLL-IMPPA	280.00	0.00	USD
IBM COGNOS EXECUTIVE VIEWER SVR PA ANNL	IBM	Maintenance	Software - Software Service/Support	E09S0LL	E09S0LL-IMPPA	92.00	0.00	USD
IBM COGNOS EXECUTIVE VIEWER SVR PVU ANNL	IBM	Maintenance	Software - Software Service/Support	E09RZLL	E09RZLL-IMPPA	140.00	0.00	USD
IBM ELA COGNOS 8ENT PANNING TM1 CONTRIBU	IBM	Maintenance	Software - Software Service/Support	E064KLL	E064KLL-IMPPA	140.00	0.00	USD
FULLSHOT 10 PROFESSIONAL EDITION SITE LI	Inbit	License	Software - Applications	FS1064ESD	FS1064ESD	1.00	0.00	USD
MS EA BING MAPS KNOWN USER MONTHLY SUB P	Microsoft	License & Maint	Software - Applications	T3V-00007	T3V-00007-ESA3	100.00	0.00	USD
MS EA BINGS MAPS ENT PLATFORM MONTHLY SU	Microsoft	License & Maint	Software - Applications	U2V-00007	U2V-00007-ESA3	1.00	0.00	USD
MS EA ECAL BRIDGE FOR OFFICE 365 LIC/SA	Microsoft	License & Maint	Software - Applications	U5J-00002	U5J-00002-ESA3	1.00	0.00	USD
MS EA ENT CAL LIC/SA PLATFORM USER CAL W	Microsoft	License & Maint	Software - Applications	76A-00010	76A-00010-ESA3	45.00	0.00	USD
MS EA ENT CAL SA PLATFORM USER CAL W/SVC	Microsoft	Maintenance	Software - Software Service/Support	76A-00016	76A-00016-ESA3	1,394.00	0.00	USD

Purchase Summary by Shipping Location

For Period: 01-01-2015 thru 11-24-2015

Shipping Account Name	Shipping Account Number	Shipping Attention	Shipping Street	Shipping City	Shipping State / Province	Shipping Postal Code	Shipping Country	Invoiced Quantity	Extended Price	Currency
PUBLIC SECTOR CLIENT	11111111	JOE SMITH	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	7,326.00	852,205.92	USD
PUBLIC SECTOR CLIENT	11111111	PAM HUNT	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	100.00	3,941.50	USD
PUBLIC SECTOR CLIENT	11111111	GREG WRIGHT	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	268.15	USD
PUBLIC SECTOR CLIENT	11111111	JEFF FORD	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	6.00	732.74	USD
PUBLIC SECTOR CLIENT	11111111	SARAH DUNN	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	13,846.70	USD
PUBLIC SECTOR CLIENT	11111111	TIM JOHNS	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	3.00	372.99	USD
PUBLIC SECTOR CLIENT	11111111	SAM POTTER	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	18.00	10,244.53	USD
PUBLIC SECTOR CLIENT	11111111	KELLY JOHNSON	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	4.00	2,530.07	USD
PUBLIC SECTOR CLIENT	11111111	RITA MILLER	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	357.97	USD
PUBLIC SECTOR CLIENT	11111111	ERIC BROWN	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	408.41	USD
PUBLIC SECTOR CLIENT	11111111	JASON HALL	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	45.00	976.50	USD
PUBLIC SECTOR CLIENT	11111111	LUCY YOUNG	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	363.04	USD
PUBLIC SECTOR CLIENT	11111111	BRIAN LEWIS	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	758.00	80,558.59	USD
PUBLIC SECTOR CLIENT	11111111	DAVID SCOTT	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	6.00	64,647.66	USD
PUBLIC SECTOR CLIENT	11111111	MICHAEL HARRIS	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	302.00	8,719.05	USD
PUBLIC SECTOR CLIENT	11111111	LISA GREEN	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	199.53	USD
PUBLIC SECTOR CLIENT	11111111	MICHELLE EVANS	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	90.73	USD
PUBLIC SECTOR CLIENT	11111111	BRENDA MURPHY	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	480.00	18,773.10	USD
PUBLIC SECTOR CLIENT	11111111	JUSTIN COOK	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	181.52	USD
PUBLIC SECTOR CLIENT	11111111	BILL PARKER	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	3.00	102.63	USD
PUBLIC SECTOR CLIENT	11111111	DAWN ROGERS	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	1.00	136.14	USD
PUBLIC SECTOR CLIENT	11111111	MARY COLLINS	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	28.00	12,515.60	USD
PUBLIC SECTOR CLIENT	11111111	PETER CARTER	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	3,763.00	32,350.47	USD
PUBLIC SECTOR CLIENT	11111111	CHRIS WALKER	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	3.00	357.48	USD
PUBLIC SECTOR CLIENT	11111111	KEVIN TURNER	6820 S HARL AVE	TEMPE	AZ	85283-1234	US	125.00	1,864.50	USD

For Period: 01-01-2015 thru 11-24-2015

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Software Detail Data
For Period: 01-01-2015 thru 11-24-2015

Line Item No	Invoice Date	Manufacturer	Manufacturer Part ID	Insight Part ID	Product Title	Product Description	Version	Package Count	Package Type
10	01-05-2015	Nuance Communications	M109B-SV2-8.0	M109B-SV2-8.0	NUANCE MAINTENANCE & SUPPORT TECHNICAL SUPPORT - 1 YEAR - FOR NUANCE PDF CONVERTER ENTERPRISE	NUANCE OLP PDF CONVERTER ENT 8 MP MNT &		8	1 12
20	01-05-2015	Nuance Communications	M109B-SV2-8.0	M109B-SV2-8.0	NUANCE MAINTENANCE & SUPPORT TECHNICAL SUPPORT - 1 YEAR - FOR NUANCE PDF CONVERTER ENTERPRISE	NUANCE OLP PDF CONVERTER ENT 8 MP MNT &		8	1 12
30	01-05-2015	Nuance Communications	M109B-SV1-8.0	M109B-SV1-8.0	NUANCE MAINTENANCE & SUPPORT TECHNICAL SUPPORT - 1 YEAR - FOR NUANCE PDF CONVERTER ENTERPRISE	NUANCE OLP PDF CONVERTER ENT 8 MP MNT &		8	1 12
10	01-26-2015	VMware	WS11-LW-UG-CE	WS11-LW-UG-CE	VMWARE WORKSTATION (V. 11) - VERSION UPGRADE LICENSE	VMWARE UPG WORKSTATION 11 UPG FROM VERSI			1 0
10	02-26-2015	Adobe Systems	65206810BC01A12	65206810BC01A12	ADOBE CREATIVE CLOUD FOR TEAMS - SUBSCRIPTION LICENSE (1 YEAR)	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO		1	1 0
10	03-03-2015	SAP	7016463-GOVED	7016463-GOVED	SAP CRYSTAL REPORTS 2013 - LICENSE	SAP CRYSTAL REPORTS 2013 MP NAMED USR LI	2013		1 0
10	03-05-2015	Microsoft	6U3-00004	6U3-00004-ESA3	MICROSOFT OFFICE 365 (PLAN E3) - SUBSCRIPTION LICENSE	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB			1 0
20	03-05-2015	Microsoft	76A-00010	76A-00010-ESA3	MICROSOFT ENTERPRISE CAL SUITE - LICENSE & SOFTWARE ASSURANCE	MS EA ENT CAL LIC/SA PLATFORM USER CAL W			1 0
30	03-05-2015	Microsoft	269-12445	269-12445-ESA3	MICROSOFT OFFICE PROFESSIONAL PLUS - LICENSE & SOFTWARE ASSURANCE	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA			1 0
10	03-07-2015	Adobe Systems	65206810BC01A12	65206810BC01A12	ADOBE CREATIVE CLOUD FOR TEAMS - SUBSCRIPTION LICENSE (1 YEAR)	ADOBE VIPG CREATIVE CLOUD FOR TEAMS - CO		1	1 0
10	03-17-2015	Microsoft	3NS-00003	3NS-00003-ESA3	MICROSOFT EXCHANGE ONLINE PLAN 2G - SUBSCRIPTION LICENSE	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR			1 0
10	03-17-2015	Microsoft	7JQ-00448	7JQ-00448-ESA3	MICROSOFT SQL SERVER ENTERPRISE CORE EDITION - STEP-UP LICENSE & SOFTWARE ASSURANCE	MS EA SQL SERVER ENTERPRISE CORE SA STEP			1 0
20	03-17-2015	Microsoft	6VC-01252	6VC-01252-ESA3	MICROSOFT WINDOWS REMOTE DESKTOP SERVICES - LICENSE & SOFTWARE ASSURANCE	MS EA WINDOWS REMOTE DESKTOP SERVICES CA			1 0
30	03-17-2015	Microsoft	76A-00010	76A-00010-ESA3	MICROSOFT ENTERPRISE CAL SUITE - LICENSE & SOFTWARE ASSURANCE	MS EA ENT CAL LIC/SA PLATFORM USER CAL W			1 0
10	04-01-2015	Microsoft	076-01912	076-01912-ESA3	MICROSOFT PROJECT - SOFTWARE ASSURANCE	MS EA PROJECT 32 BIT WIN SA ALL LANG			1 0
20	04-01-2015	Microsoft	125-00124	125-00124-ESA3	MICROSOFT VISUAL STUDIO TEAM FOUNDATION SERVER - SOFTWARE ASSURANCE	MS EA VISUAL STUDIO FOUNDATION SERVER SA			1 0
30	04-01-2015	Microsoft	126-00196	126-00196-ESA3	MICROSOFT VISUAL STUDIO TEAM FOUNDATION SERVER - SOFTWARE ASSURANCE	MS EA VISUAL STUDIO FOUNDATION SERVER SA			1 0
40	04-01-2015	Microsoft	269-12442	269-12442-ESA3	MICROSOFT OFFICE PROFESSIONAL PLUS - SOFTWARE ASSURANCE	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT			1 0
50	04-01-2015	Microsoft	312-02257	312-02257-ESA3	MICROSOFT EXCHANGE SERVER - SOFTWARE ASSURANCE	MS EA EXCHANGE SERVER SA ALL LANG			1 0
60	04-01-2015	Microsoft	395-02504	395-02504-ESA3	MICROSOFT EXCHANGE SERVER ENTERPRISE EDITION - SOFTWARE ASSURANCE	MS EA EXCHANGE SERVER ENT SA ALL LANG			1 0
70	04-01-2015	Microsoft	5HU-00216	5HU-00216-ESA3	SKYPE FOR BUSINESS SERVER - SOFTWARE ASSURANCE	MS EA LYNC SERVER SA ALL LANG			1 0
80	04-01-2015	Microsoft	6VC-01254	6VC-01254-ESA3	MICROSOFT WINDOWS REMOTE DESKTOP SERVICES - SOFTWARE ASSURANCE	MS EA WINDOWS REMOTE DESKTOP SERVICES CA			1 0
90	04-01-2015	Microsoft	76A-00016	76A-00016-ESA3	MICROSOFT ENTERPRISE CAL SUITE - SOFTWARE ASSURANCE	MS EA ENT CAL SA PLATFORM USER CAL W/SVC			1 0
100	04-01-2015	Microsoft	77D-00111	77D-00111-ESA3	MICROSOFT VISUAL STUDIO PROFESSIONAL WITH MSDN - SOFTWARE ASSURANCE	MS EA VISUAL STUDIO PRO W/MSDN MP SA ALL			1 0
110	04-01-2015	Microsoft	7JQ-00343	7JQ-00343-ESA3	MICROSOFT SQL SERVER ENTERPRISE CORE EDITION - SOFTWARE ASSURANCE	MS EA SQL SERVER ENTERPRISE CORE SA 2 LI			1 0
120	04-01-2015	Microsoft	7NQ-00292	7NQ-00292-ESA3	MICROSOFT SQL SERVER STANDARD CORE EDITION - SOFTWARE ASSURANCE	MS EA SQL SERVER STANDARD CORE SA 2 LIC			1 0
130	04-01-2015	Microsoft	9ED-00073	9ED-00073-ESA3	MICROSOFT VISUAL STUDIO PREMIUM WITH MSDN - SOFTWARE ASSURANCE	MS EA VISUAL STUDIO PREM W/MSDN MP SA AL			1 0
140	04-01-2015	Microsoft	9JD-00053	9JD-00053-ESA3	MICROSOFT VISUAL STUDIO ULTIMATE WITH MSDN - SOFTWARE ASSURANCE	MS EA VISUAL STUDIO ULTIMATE W/MSDN MP S			1 0
150	04-01-2015	Microsoft	CW2-00307	CW2-00307-ESA3	WINDOWS ENTERPRISE FOR SA - SOFTWARE ASSURANCE	MS EA WINDOWS ENT FOR SA SA PLATFORM ALL			1 0
160	04-01-2015	Microsoft	D87-01159	D87-01159-ESA3	MICROSOFT VISIO PROFESSIONAL - SOFTWARE ASSURANCE	MS EA VISIO PRO 32 BIT WIN SA ALL LANG			1 0
170	04-01-2015	Microsoft	H04-00268	H04-00268-ESA3	MICROSOFT SHAREPOINT SERVER - SOFTWARE ASSURANCE	MS EA SHAREPOINT SERVER WNT SA ALL LANG			1 0
180	04-01-2015	Microsoft	H21-00420	H21-00420-ESA3	MICROSOFT PROJECT SERVER - SOFTWARE ASSURANCE	MS EA PROJECT SERVER 32 BIT WIN SA DEVIC			1 0
190	04-01-2015	Microsoft	H22-00475	H22-00475-ESA3	MICROSOFT PROJECT SERVER - SOFTWARE ASSURANCE	MS EA PROJECT SERVER 32 BIT WIN SA ALL L			1 0
200	04-01-2015	Microsoft	H30-00238	H30-00238-ESA3	MICROSOFT PROJECT PROFESSIONAL - SOFTWARE ASSURANCE	MS EA PROJECT PRO 32 BIT WIN SA ALL LANG			1 0
210	04-01-2015	Microsoft	P71-07282	P71-07282-ESA3	MICROSOFT WINDOWS SERVER DATACENTER EDITION - SOFTWARE ASSURANCE	MS EA WINDOWS SERVER DATACENTER SA 2 PRO			1 0
220	04-01-2015	Microsoft	P73-05898	P73-05898-ESA3	MICROSOFT WINDOWS SERVER STANDARD EDITION - SOFTWARE ASSURANCE	MS EA WINDOWS SERVER STANDARD SA 2 PROC			1 0

Software Detail Data
For Period: 01-01-2015 thru 11-24-2015

Product Category / Sub Category	Language	Media	Product Type	Country of Usage	# of Users	Invoiced Quantity	Invoiced Currency	Exch Rate	Unit Price	SRP	Sales Amt	Currency	Date Shipped	Customer PO #
Software - Software Service/Support	US ENGLISH	ESD	Maintenance Only	US	1	75.00	USD	1.00	0.00	0.00	0.00	USD		PO7136
Software - Software Service/Support	US ENGLISH	ESD	Maintenance Only	US	1	25.00	USD	1.00	0.00	0.00	0.00	USD		PO7136
Software - Software Service/Support		ESD	Maintenance Only	US	1	25.00	USD	1.00	0.00	0.00	0.00	USD		PO7136
Software - Applications		ESD	License Only	US	1	3.00	USD	1.00	0.00	0.00	0.00	USD		PO7186
Software - Applications	MULTILINGUAL	ESD	Cloud	US	1	1.00	USD	1.00	0.00	0.00	0.00	USD		PO7293
Software - Applications	US ENGLISH	ESD	License Only	US	1	1.00	USD	1.00	0.00	0.00	0.00	USD		PO7234
Software - Applications	ALL LANGUAGES	ESD	Cloud	US	1	260.00	USD	1.00	0.00	0.00	0.00	USD		PO7216
Software - Applications	ALL LANGUAGES	ESD	License with Maintenance and Support	US	1	260.00	USD	1.00	0.00	0.00	0.00	USD		PO7216
Software - Applications	ALL LANGUAGES	ESD	License with Maintenance and Support	US	1	4.00	USD	1.00	0.00	0.00	0.00	USD		PO7216
Software - Applications	MULTILINGUAL	ESD	Cloud	US	1	1.00	USD	1.00	0.00	0.00	0.00	USD		PO7306
Software - Applications	ALL LANGUAGES	ESD	Cloud	US	1	215.00	USD	1.00	0.00	0.00	0.00	USD		PO7297
Software - Applications	ALL LANGUAGES	ESD	License with Maintenance and Support	US	1	10.00	USD	1.00	0.00	0.00	0.00	USD		PO7297
Software - Applications	ALL LANGUAGES	ESD	License with Maintenance and Support	US	1	225.00	USD	1.00	0.00	0.00	0.00	USD		PO7297
Software - Applications	ALL LANGUAGES	ESD	License with Maintenance and Support	US	1	45.00	USD	1.00	0.00	0.00	0.00	USD		PO7297
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	100.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	2.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	49.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	1,650.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	1.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	3.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	1.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	75.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	1,394.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	7.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	42.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	78.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	39.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	34.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	1,650.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	108.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	5.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	10.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	1.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	67.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	22.00	USD	1.00	0.00	0.00	0.00	USD		PO7290
Software - Software Service/Support	ALL LANGUAGES	ESD	Maintenance and Support	US	1	170.00	USD	1.00	0.00	0.00	0.00	USD		PO7290

Software Detail Data
For Period: 01-01-2015 thru 11-24-2015

PO Release No.	Order Number	Order Date	Master Agreement Number	Enrollment Number	Enrollment Start Date	Enrollment End Date	Maintenance Start Date	Maintenance End Date	UNSPSC Code	Shipping Account No.	Shipping Name	Shipping Attention	Shipping Address	Shipping Address 2
	317840865	12-29-2014			12-01-2012	06-02-2016	01-01-2015	12-31-2015	81112201	11111111	XYZ AGENCY			6820 S HARL AVE
	317840865	12-29-2014			12-01-2012	06-02-2016	01-01-2015	12-31-2015	81112201	11111111	XYZ AGENCY			6820 S HARL AVE
	317840865	12-29-2014			12-01-2012	06-02-2016	01-01-2015	12-31-2015	81112201	11111111	XYZ AGENCY			6820 S HARL AVE
	317936137	01-26-2015			12-01-2012	06-02-2016			43233405	11111111	XYZ AGENCY			6820 S HARL AVE
	318068829	02-26-2015		ABC123456DEF	10-30-2014	12-31-9999	03-01-2015	11-29-2015	43232112	11111111	XYZ AGENCY			6820 S HARL AVE
	318067669	02-26-2015			12-01-2012	06-02-2016			43232304	11111111	XYZ AGENCY			6820 S HARL AVE
	318087173	03-03-2015	01E00000	8888888	04-01-2014	03-31-2017	03-03-2015		43231513	11111111	XYZ AGENCY			6820 S HARL AVE
	318087173	03-03-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43233004	11111111	XYZ AGENCY			6820 S HARL AVE
	318087173	03-03-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43231513	11111111	XYZ AGENCY			6820 S HARL AVE
	318103688	03-06-2015		ABC123456DEF	10-30-2014	12-31-9999	03-30-2015	11-29-2015	43232112	11111111	XYZ AGENCY			6820 S HARL AVE
	318146273	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	03-17-2015		43233204	11111111	XYZ AGENCY			6820 S HARL AVE
	318146325	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232304	11111111	XYZ AGENCY			6820 S HARL AVE
	318146325	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232901	11111111	XYZ AGENCY			6820 S HARL AVE
	318146325	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43233004	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43231507	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232402	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232402	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43231513	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232915	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232915	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232703	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232901	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43233004	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232402	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232304	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232304	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232402	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232402	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232402	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43233004	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43231507	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43232915	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43231507	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43231507	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43231507	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43233004	11111111	XYZ AGENCY			6820 S HARL AVE
	318146851	03-17-2015	01E00000	8888888	04-01-2014	03-31-2017	04-01-2015	03-31-2017	43233004	11111111	XYZ AGENCY			6820 S HARL AVE

For Period: 01-01-2015 thru 11-24-2015

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Software Renewal Report
For Period: 01-01-2015 thru 11-24-2015

Operations Center	Account Number	Account Name	Enrollment Number	Pool Id	Coverage Start Date	Coverage End Date	Invoice Number	Transaction Type	Invoice Date	Order Number	Line Item No	Manufacturer
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			11-18-2014	11-17-2015	1100392483	Invoice	10-30-2014	317611477	10	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-31-2014	10-30-2015	1100386784	Invoice	09-22-2014	317611477	10	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-07-2014	10-06-2015	1100386784	Invoice	09-22-2014	317611477	20	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-07-2015	10-30-2015	1100386784	Invoice	09-22-2014	317611477	30	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-07-2014	10-06-2015	1100386784	Invoice	09-22-2014	317611477	40	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-07-2015	10-30-2015	1100386784	Invoice	09-22-2014	317611477	50	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-07-2014	10-06-2015	1100386784	Invoice	09-22-2014	317611477	60	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-07-2015	10-30-2015	1100386784	Invoice	09-22-2014	317611477	70	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-10-2014	10-09-2015	1100381246	Invoice	08-14-2014	317312775	10	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			10-10-2014	10-09-2015	1100381246	Invoice	08-14-2014	317312775	20	Symantec
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22876	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	10	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23230	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	20	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23246	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	30	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23246	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	40	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23246	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	50	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23246	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	60	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23246	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	70	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22878	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	80	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22876	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	90	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23230	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	100	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23230	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	110	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22876	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	120	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22876	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	130	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23230	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	140	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23230	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	150	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22878	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	160	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23230	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	170	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22876	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	180	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-22878	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	190	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	4400000000	SP-23230	06-29-2014	06-28-2015	1100378508	Invoice	07-25-2014	317248337	200	Adobe Systems
North America (SAP)	11111111	PUBLIC SECTOR CLIENT			02-13-2014	02-27-2015	1100358416	Invoice	03-07-2014	316688842	20	NetMotion Wireless
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	3333333	SP-14794	05-01-2014	04-30-2015	1100355120	Invoice	02-11-2014	316592957	10	IBM
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	3333333	SP-14794	05-01-2014	04-30-2015	1100355120	Invoice	02-11-2014	316592957	20	IBM
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	3333333	SP-14794	05-01-2014	04-30-2015	1100355120	Invoice	02-11-2014	316592957	30	IBM
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	3333333	SP-14794	05-01-2014	04-30-2015	1100355120	Invoice	02-11-2014	316592957	40	IBM
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	3333333	SP-14794	05-01-2014	04-30-2015	1100355120	Invoice	02-11-2014	316592957	50	IBM
North America (SAP)	11111111	PUBLIC SECTOR CLIENT	3333333	SP-14794	05-01-2014	04-30-2015	1100355120	Invoice	02-11-2014	316592957	60	IBM

Software Renewal Report
For Period: 01-01-2015 thru 11-24-2015

Manufacturer Part ID	Material Description	PO Number	PO Release No.	Unit Price	Invoiced Quantity	Tax	PST/QST	GST/HST	Extended Price	Currency	Exch Rate
0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	PO6929		0.00	250.00	0.00	0.00	0.00	0.00	USD	1.00
0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	PO6867		0.00	156.00	0.00	0.00	0.00	0.00	USD	1.00
0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	PO6867		0.00	1,394.00	0.00	0.00	0.00	0.00	USD	1.00
0E7IOZZ0-ER1GH	GOV ENDPT PROTEC 12.1 P-U RNWL ESS 12M H	PO6867		0.00	1,394.00	0.00	0.00	0.00	0.00	USD	1.00
FDYTOZZ0-ER1GS	GOV PROT F SHAREPT SVR 6-EXT ACS LIC RNW	PO6867		0.00	3.00	0.00	0.00	0.00	0.00	USD	1.00
FDYTOZZ0-ER1GS	GOV PROT F SHAREPT SVR 6-EXT ACS LIC RNW	PO6867		0.00	3.00	0.00	0.00	0.00	0.00	USD	1.00
1ZB3OZZ0-ER1GH	GOV PROT F SHAREPT SVR 6-P U RNWL ESS 12	PO6867		0.00	1,394.00	0.00	0.00	0.00	0.00	USD	1.00
1ZB3OZZ0-ER1GH	GOV PROT F SHAREPT SVR 6-P U RNWL ESS 12	PO6867		0.00	1,394.00	0.00	0.00	0.00	0.00	USD	1.00
R80QOZZ0-ER1GH	SYMANTEC SYMC PROTECTION ENG FOR CLOUD S	PO6804		0.00	280.00	0.00	0.00	0.00	0.00	USD	1.00
10W1OZZ0-ER1GS	SYMAN PROT ENGINE FOR CLOUD 7.5 P RNWL 1	PO6804		0.00	3.00	0.00	0.00	0.00	0.00	USD	1.00
65232097AC02A00	ADOBE CLPG 5.X CAPTIVATE 8 MLP LVL 2	PO6784		0.00	3.00	0.00	0.00	0.00	0.00	USD	1.00
65181994AC02A12	ADOBE CLPG 5.X CAPTIVATE MLP IMPROVED UP	PO6784		0.00	3.00	0.00	0.00	0.00	0.00	USD	1.00
65181983AC02A12	ADOBE CLPG 5.X CAPTIVATE MLP IMPROVED UP	PO6784		0.00	11.00	0.00	0.00	0.00	0.00	USD	1.00
65194053AC02A12	ADOBE CLPG 5.X PHOTOSHOP ELEM MLP RNW 1Y	PO6784		0.00	11.00	0.00	0.00	0.00	0.00	USD	1.00
65181975AC02A12	ADOBE CLPG 5.X ROBOHELP OFFICE MP IMPROV	PO6784		0.00	2.00	0.00	0.00	0.00	0.00	USD	1.00
65197225AC02A12	ADOBE CLPG 5.X ACROBAT STD MP RNW 1YR-12	PO6784		0.00	50.00	0.00	0.00	0.00	0.00	USD	1.00
65196283AC02A12	ADOBE CLPG 5.X ACROBAT PRO MLP RNW 1YR-1	PO6784		0.00	34.00	0.00	0.00	0.00	0.00	USD	1.00
65197173AC02A00	ADOBE CLPG 5.X ACROBAT STD 11 MP UPG 50P	PO6784		0.00	3.00	0.00	0.00	0.00	0.00	USD	1.00
65197414AC02A00	ADOBE CLPG 5.X ACROBAT STD 11 MP LIC LVL	PO6784		0.00	16.00	0.00	0.00	0.00	0.00	USD	1.00
65197557AC02A12	ADOBE CLPG 5.X ACROBAT STD MP UPG PLAN F	PO6784		0.00	4.00	0.00	0.00	0.00	0.00	USD	1.00
65197005AC02A12	ADOBE CLPG 5.X ACROBAT STD MP UPG PLAN 1	PO6784		0.00	16.00	0.00	0.00	0.00	0.00	USD	1.00
65195750AC02A00	ADOBE CLPG 5.X ACROBAT PRO 11 MLP 100PK	PO6784		0.00	1.00	0.00	0.00	0.00	0.00	USD	1.00
65195512AC02A00	ADOBE CLPG 5.X ACROBAT PRO 11 MLP LIC LV	PO6784		0.00	33.00	0.00	0.00	0.00	0.00	USD	1.00
65195978AC02A12	ADOBE CLPG 5.X ACROBAT PRO MLP UPG PLAN	PO6784		0.00	1.00	0.00	0.00	0.00	0.00	USD	1.00
65196377AC02A12	ADOBE CLPG 5.X ACROBAT PRO MLP UPG PLAN	PO6784		0.00	33.00	0.00	0.00	0.00	0.00	USD	1.00
65230902AC02A00	ADOBE CLPG 5.X COLDFUSION STD 11 ALP UPG	PO6784		0.00	1.00	0.00	0.00	0.00	0.00	USD	1.00
65222622AC02A12	ADOBE CLPG 5.X COLDFUSION STD ALP UPG PL	PO6784		0.00	1.00	0.00	0.00	0.00	0.00	USD	1.00
65197080AC02A00	ADOBE CLPG 5.X ACROBAT STD 11 MP 50PK LV	PO6784		0.00	1.00	0.00	0.00	0.00	0.00	USD	1.00
65225285AC02A00	ADOBE CLPG 5.X PREMIERE ELEM 12 MLP LICU	PO6784		0.00	4.00	0.00	0.00	0.00	0.00	USD	1.00
65193872AC02A12	ADOBE CLPG 5.X PREMIERE ELEM MLP UPG PLA	PO6784		0.00	4.00	0.00	0.00	0.00	0.00	USD	1.00
090NMPRMMNT1	NETMOTION MOBILITY XE MP PREMIUM SW MNT	PO6493		0.00	1.00	0.00	0.00	0.00	0.00	USD	1.00
E060KLL	IBM COGNOS BUSINESS INTELLIGENCE NON PRO	PO1204		0.00	200.00	0.00	0.00	0.00	0.00	USD	1.00
E060QLL	IBM COGNOS BUSINESS INTELLIGENCE ADMINIS	PO1204		0.00	3.00	0.00	0.00	0.00	0.00	USD	1.00
E060TLL	IBM COGNOS BUSINESS INTELLIGENCE PROFESS	PO1204		0.00	1.00	0.00	0.00	0.00	0.00	USD	1.00
E060WLL	IBM COGNOS BUSINESS INTELLIGENCE PROFESS	PO1204		0.00	20.00	0.00	0.00	0.00	0.00	USD	1.00
E060ZLL	IBM COGNOS BUSINESS INTELLIGENCE SW ADV	PO1204		0.00	25.00	0.00	0.00	0.00	0.00	USD	1.00
E060ZLL	IBM COGNOS BUSINESS INTELLIGENCE SW ADV	PO1204		0.00	30.00	0.00	0.00	0.00	0.00	USD	1.00

Software License Contract Summary

For Period: 01-01-2015 thru 11-24-2015

Manufacturer	Product Description	Enrollment Number	Vendor Master	Pool Description	Invoiced Quantity	Total Sales	Currency	Points	Total Points
Adobe Systems	ADOBE CLPG 5.X ACROBAT PRO MLP RNW 1YR-1	4400000000	4444444444	CLPG L2 RENEWAL ANLPMT MO 1-3(12)	182.00	0.00	USD	100.0	18,200.00
Adobe Systems	ADOBE CLPG 5.X ACROBAT STD MP RNW 1YR-12	4400000000	4444444444	CLPG L2 RENEWAL ANLPMT MO 1-3(12)	266.00	0.00	USD	70.0	18,620.00
Adobe Systems	ADOBE CLPG 5.X CAPTIVATE MLP IMPROVED UP	4400000000	4444444444	CLPG L2 RENEWAL ANLPMT MO 1-3(12)	14.00	0.00	USD	200.0	2,800.00
Adobe Systems	ADOBE CLPG 5.X COLDFUSION STD ALP RNW 2	4400000000	4444444444	CLPG L2 RENEWAL ANLPMT MO 1-3(12)	1.00	0.00	USD	375.0	375.00
Adobe Systems	ADOBE CLPG 5.X PHOTOSHOP ELEM MLP RNW 1Y	4400000000	4444444444	CLPG L2 RENEWAL ANLPMT MO 1-3(12)	11.00	0.00	USD	40.0	440.00
Adobe Systems	ADOBE CLPG 5.X PREMIERE ELEM MLP RNW 1YR	4400000000	4444444444	CLPG L2 RENEWAL ANLPMT MO 1-3(12)	4.00	0.00	USD	40.0	160.00
Adobe Systems	ADOBE CLPG 5.X ROBOHELP OFFICE MP IMPROV	4400000000	4444444444	CLPG L2 RENEWAL ANLPMT MO 1-3(12)	2.00	0.00	USD	200.0	400.00
IBM	IBM COGNOS 8ENT PANNING TM1 CONTRIBUTOR	3333333	111111	PPA MAINTENANCE RENEWAL LVL-GOV (12MO)	99.00	0.00	USD	2.08	205.92
IBM	IBM COGNOS 8ENT PANNING TM1 MOD AUTH USE	3333333	111111	PPA MAINTENANCE RENEWAL LVL-GOV (12MO)	7.00	0.00	USD	14.4	100.80
IBM	IBM COGNOS ANALYTICS SVR PVU SW SNS RNW	3333333	111111	PPA MAINTENANCE RENEWAL LVL-GOV (12MO)	280.00	0.00	USD	0.2	56.00
IBM	IBM COGNOS EXECUTIVE VIEWER SVR PA ANNL	3333333	111111	PPA MAINTENANCE RENEWAL LVL-GOV (12MO)	92.00	0.00	USD	0.89	81.88
IBM	IBM COGNOS EXECUTIVE VIEWER SVR PVU ANNL	3333333	111111	PPA MAINTENANCE RENEWAL LVL-GOV (12MO)	140.00	0.00	USD	0.1	14.00
IBM	IBM ELA COGNOS 8ENT PANNING TM1 CONTRIBU	3333333	111111	PPA MAINTENANCE RENEWAL LVL-GOV (12MO)	140.00	0.00	USD	0.1	14.00
Microsoft	MS EA BING MAPS KNOWN USER MONTHLY SUB P	8888888	01E00000	CCDBW 8148991 MNTHLYSUB AT SIGNING	100.00	0.00	USD	0.0	0.00
Microsoft	MS EA BINGS MAPS ENT PLATFORM MONTHLY SU	8888888	01E00000	CCDBW 8148991 MNTHLYSUB AT SIGNING	1.00	0.00	USD	0.0	0.00
Microsoft	MS EA ECAL BRIDGE FOR OFFICE 365 LIC/SA	8888888	01E00000	CCDBW 8148991 LSA 2YRS REM	1.00	0.00	USD	0.0	0.00
Microsoft	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	8888888	01E00000		-260.00	0.00	USD		
Microsoft	MS EA ENT CAL LIC/SA PLATFORM USER CAL W	8888888	01E00000	CCDBW 8148991 TU YR1	305.00	0.00	USD	0.0	0.00
Microsoft	MS EA ENT CAL SA PLATFORM USER CAL W/SVC	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	1,394.00	0.00	USD	0.0	0.00
Microsoft	MS EA EXCHANGE ONLINE PLAN 1G SHRDSVR MO	8888888	01E00000	CCDBW 8148991 EXCHOLS PRO 10MO	300.00	0.00	USD	0.0	0.00
Microsoft	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	8888888	01E00000		-185.00	0.00	USD		
Microsoft	MS EA EXCHANGE ONLINE PLAN 2 GOV SHRDSVR	8888888	01E00000	CCDBW 8148991 EXCH SUBS 12MO	215.00	0.00	USD	0.0	0.00
Microsoft	MS EA EXCHANGE SERVER ENT SA ALL LANG	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	3.00	0.00	USD	0.0	0.00
Microsoft	MS EA EXCHANGE SERVER SA ALL LANG	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	1.00	0.00	USD	0.0	0.00
Microsoft	MS EA LYNC SERVER SA ALL LANG	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	1.00	0.00	USD	0.0	0.00
Microsoft	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	8888888	01E00000		-260.00	0.00	USD		
Microsoft	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	8888888	01E00000	CCDBW 8148991 MNTHLYSUB AT SIGNING	1,394.00	0.00	USD	0.0	0.00
Microsoft	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	8888888	01E00000	CCDBW 8148991 O365 12MO	260.00	0.00	USD	0.0	0.00
Microsoft	MS EA OFFICE 365 GOV E3 SHRDSVR MON SUB	8888888	01E00000	CCDBW 8148991 O365 PRO 10MO	45.00	0.00	USD	0.0	0.00
Microsoft	MS EA OFFICE 365 PLAN G3 SHARED SERVER M	8888888	01E00000	CCDBW 8148991 O365 PRO 10MO	1.00	0.00	USD	0.0	0.00
Microsoft	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	8888888	01E00000		-4.00	0.00	USD		
Microsoft	MS EA OFFICE PRO PLUS 32 BIT WIN LIC/SA	8888888	01E00000	CCDBW 8148991 TU YR1	4.00	0.00	USD	0.0	0.00
Microsoft	MS EA OFFICE PRO PLUS 32 BIT WIN SA PLAT	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	1,650.00	0.00	USD	0.0	0.00
Microsoft	MS EA PROJECT 32 BIT WIN SA ALL LANG	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	100.00	0.00	USD	0.0	0.00
Microsoft	MS EA PROJECT PRO 32 BIT WIN SA ALL LANG	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	67.00	0.00	USD	0.0	0.00
Microsoft	MS EA PROJECT SERVER 32 BIT WIN SA ALL L	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	1.00	0.00	USD	0.0	0.00
Microsoft	MS EA PROJECT SERVER 32 BIT WIN SA DEVIC	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	10.00	0.00	USD	0.0	0.00
Microsoft	MS EA SHAREPOINT SERVER WNT SA ALL LANG	8888888	01E00000	CCDBW 8148991 SA AT SIGNING	5.00	0.00	USD	0.0	0.00

Top Manufacturer Summary

For Period: 01-01-2015 thru 11-24-2015

Manufacturer	Invoiced Quantity	Total Sales	Currency
Adobe Systems	514.00	32,736.69	USD
Apple	22.00	12,660.22	USD
Belkin Components	1.00	313.91	USD
IBM	758.00	80,558.59	USD
Inbit	1.00	3,392.87	USD
Microsoft	7,678.00	923,156.26	USD
NetMotion Wireless	1.00	13,846.70	USD
Nuance Communications	231.00	6,538.74	USD
SAP	1.00	357.97	USD
Symantec	3,766.00	32,707.95	USD
TechSmith	3.00	102.63	USD
VMware	3.00	372.99	USD

Total Sales by Year and Month

For Period: 01-01-2015 thru 11-24-2015

Year	Month	Invoiced Quantity	Total Sales	Currency
2015	January	129.00	16,084.19	USD
2015	February	1.00	408.41	USD
2015	March	1,021.00	274,079.55	USD
2015	April	7,087.00	667,125.08	USD
2015	May	347.00	9,695.55	USD
2015	June	1.00	1,952.88	USD
2015	July	490.00	83,704.91	USD
2015	August	108.00	8,203.25	USD
2015	September	3,763.00	32,350.47	USD
2015	October	1.00	268.15	USD
2015	November	31.00	12,873.08	USD

NEW ACCOUNT IMPLEMENTATION QUESTIONNAIRE

Table of Contents:

1. Account Information
 2. Purchasing Organization
 3. Contacts/Authorized Buyers
 4. Procurement Information
 5. Freight Information
 6. Return Merchandise Authorizations
 7. Finance Information
 8. Insight.com
 9. eCommerce Solutions
 10. Client Reports
 11. Volume License Agreements
 12. License Proofs
 13. Additional Information
-

1- Account Information

Account Name:	
Date Completed:	
Form Completed by:	
Phone Number:	
E-mail Address:	
Who is your Parent Company?	
How many PC's do you have?	
Do you have any subsidiaries?	<input type="checkbox"/> Yes - please provide a list with names and locations <input type="checkbox"/> No

1.	Is this client reselling to a public sector entity? (Defined as a government or education entity that receives government funding.)	<input type="checkbox"/> Yes <input type="checkbox"/> No, please see next question
2.	Will the invoices for this client be funded by a public sector entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No, please see next question
3.	Is this account going to be used to support a government prime contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No, please see next question
4.	Is this client currently an enterprise client or being handled by an enterprise Client Solutions Executive?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Does or will this client have an EA that will be tied in Sybase/CMD?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Will the client be linked to a global managed hierarchy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Is this a Microsoft SPLA purchasing client?	<input type="checkbox"/> Yes <input type="checkbox"/> No

2- Purchasing Organization

Please describe your procurement process:

1.	Do all locations follow the same rules/methods for purchasing software or does each site have their own methods for purchasing?	<input type="checkbox"/> Yes , Purchasing is centralized thru one location <input type="checkbox"/> No , Purchasing is not centralized If you have a decentralized purchasing dept, please provide the contacts at your alternate sites so Insight can contact them to conduct an independent account take on
3.	Approximately how many orders will be processed daily?	
4.	Will the client utilize a procurement contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

[Back to Top](#)

3- Contacts/Authorized Buyers

Please list all main contacts here for your site. Indicate if any are Authorized Buyers:

An authorized buyer is defined as the only contact that Insight can process an order from.

Contact Name	Title	Authorized Buyer	Phone/Fax#	Email
		<input type="checkbox"/> Yes <input type="checkbox"/> No	P. F.	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	P. F.	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	P. F.	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	P. F.	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	P. F.	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	P. F.	

[Back to Top](#)

4- Procurement Information

1.	What is your main Shipping Address?	
1a.	Are there any other addresses, which will be used for shipping purposes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Will provide later <i>If yes, please provide in the Additional Information Field located at the end of this questionnaire</i>
2.	What are your invoicing addresses?	
3.	What is your standard method of payment?	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Credit/Procurement Card
3a.	Please provide a sample of what the Purchase Order Number will appear	
3b.	If using a Pro Card, please specify the type of card (AMEX, VISA, MASTER) and any information which we must capture for the Pro Card (Amex 4x40 field)	
4.	How will orders be placed with Insight ? <i>Please check all that apply:</i>	<input type="checkbox"/> Web <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail
5.	Do you require specific reporting fields? INSIGHT offers Smarttracker fields in our ordering system, which will allow INSIGHT to capture additional data as required by your company. This field is not used to capture a Purchase Order, but can be utilized to capture information such as a Dept Number or a Cost Center. By utilizing this field, INSIGHT can provide you with reports based on this data.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Will provide later
5a.	Will this field be mandatory or optional?	<input type="checkbox"/> Mandatory <input type="checkbox"/> Optional
5b.	What should this field be named? Examples include: Cost Center, Dept #	
5c.	What character length is required? The maximum characters allowed are 20. Please provide an example of what this field will look like.	
5d.	Is this required at the Header Level or the Item Level	<input type="checkbox"/> Header <input type="checkbox"/> Item Level

[Back to Top](#)

5- Freight Information

1.	Please indicate your standard shipping method.	<input type="checkbox"/> UPS Ground <input type="checkbox"/> UPS 2 nd Day <input type="checkbox"/> UPS Overnight Delivery
----	--	--

6- Return Merchandise Authorizations*

1.	Who is authorized to process a request for a return merchandise authorization?	
2.	Are there any limitations to Insight processing a reorder?	

* Returns are subject to Manufactuer/Publisher Guidelines

7- Finance Information

1.	Please provide a contact in your Accounts Payables Dept for invoice reconciliation	Name: Phone: Fax: E-mail: <input type="checkbox"/> Will provide later
2.	Do any locations have Tax Exempt Status? <i>Any location which is tax exempt must submit a current tax exempt certificate, otherwise these site will be charged any applicable taxes</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Will provide later
3.	Are you interested in Monthly Billing*? <i>Monthly Billing is only available to those who meet INSIGHT eligibility requirements.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	What Payment Terms are your Purchase Orders issued in?	<input type="checkbox"/> Net 30 <input type="checkbox"/> Other. Please Specify:
5.	Credit Application Needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please note Insight Standard Terms are Net 30.

Insight cannot accept any non Net 30 Purchase Orders unless prior approval has been granted.

[Back to Top](#)

8- IPS.Insight.com

What is IPS.Insight.com? It is a customized electronic website offered to our clients at no additional charge. IPS.Insight.com is a robust, end-to-end, online procurement tool designed to help our clients efficiently acquire and manage their software assets. This website is interfaced directly with contract information maintained in Insight order management infrastructure, allowing user access to **Client** -specific pricing catalogs. IPS.Insight.com features live ordering, order confirmations, order status, UPS/FedEx Tracking, Purchase Activity Reporting, and electronic invoices.

1.	Would you like a customized Insight.com Website created for your company user?	<input type="checkbox"/> Yes <input type="checkbox"/> No. <i>If no, proceed to the next section.</i>
2.	Will you be using Insight.com for order placement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Proceed to Question #3</i>
2a.	Will you be using Insight.com to process your purchase orders/credit card orders?	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Credit Card
2b.	If using a credit card, please specify what type of card you will be using	<input type="checkbox"/> American Express <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard
3.	Who should we send your EC Registration Key to?	

9- eCommerce Solutions:

1.	Will you be placing orders via or any eCommerce solution? We offer ARIBA, EDI and can work with you on most other eCommerce solutions	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	If yes: Which solution does your company prefer?	<input type="checkbox"/> EDI <input type="checkbox"/> ARIBA <input type="checkbox"/> Other:

10-Client Reports

Insight can provide you with the following reports via our electronic commerce website:

Standard Reports						
Ad-Hoc Report	Detail by Account w/ Customer PO	Overall Sales History	Purchase Activity Detail Report	Purchase Summary by Shipping	Purchase Summary by Account	Top Manufacturer Summary
Open Order Report	Invoice Summary	Product Totals by Account & Shipping Location	Software License Contract Summary	Location	Software Detail Data	Total Sales By Year and Month
Purchase Summary by Items Purchased	Invoiced Orders	Product Totals by Manufacturer	Snapshot	Purchase Summary by Manufacturer	Software Summary by Manufacturer Name	Software Renewal Report

If you are Interested in receiving these reports, please indicate you wish to have a customized website created for you. By using Insight.com to obtain purchase activity reports, you will have access to this information 24 hours a day/7days a week. If you wish Insight to generate reports for you and send to you on a scheduled basis, please place a check box underneath each report you would like to receive.

[Back to Top](#)

11-Volume License Agreements

1.	Do you have Volume License Agreements which you will transfer to Insight?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details
2.	Do you have any other contracts or service agreements which you will transfer to Insight?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details
3.	Do they require Insight to manage maintenance, renewal, or warranty information for prior purchases?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Are all locations (domestic & international) eligible to purchase off these license agreements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Would you like to have a letter of agency? A letter of agency is letter, which Insight will provide any vendor to show that you have chosen to Insight as your procurement agent.	<input type="checkbox"/> Yes <input type="checkbox"/> No If you indicate yes, a template will be sent to you. Please complete on company letterhead and send via fax to number given by Account Representative.

12-License Proofs

1.	Do you want to receive License Proofs? License proofs are certificates sent by Insight which serve as proof of ownership when a license product is ordered	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.	Should they be sent to End users or a single contact*?	<input type="checkbox"/> Yes - Send to End Users <input type="checkbox"/> No – Send to the following contact person:

[Back To Top](#)

13-Additional Information

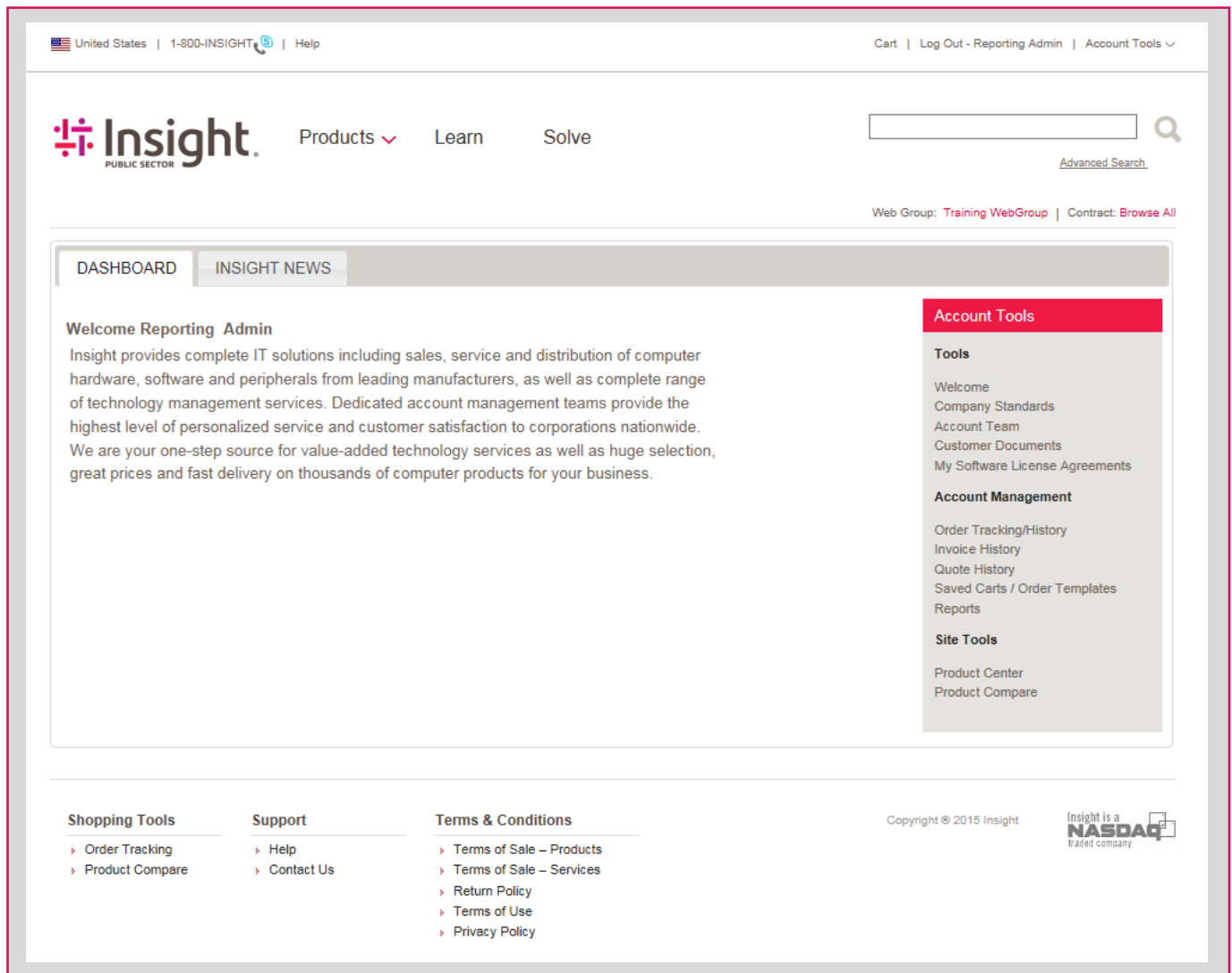
Please provide any additional information you feel is important for Insight to know to manage your account & process your orders.

2.0 Per Section 3.1.3, the SVAR shall Develop and Maintain Website. Describe the website to be established for a state. Address that website's functionalities or special features. You may supplement this response with illustrative screen prints (no more than 10) from one of your company's existing websites. Taking into account the requirements of Section 3.1.3, address at a minimum:

This document serves to supplement the details provided in Attachment B of our response by providing an explanation and screenshots.

2.1 Home page appearance and information;

Website Homepage



Displayed is the homepage that comes standard on all ips.insight.com e-procurement management portal accounts. Through the Account Tools bar on the side, users have quick access to the tools available through the portal. The homepage can be customized to display a Purchasing State's or Entity's logo, etc. and the text can be modified as well.

2.3 Product catalog (include searchable fields, products to be included, how license information

Consolidated License Agreement View Screen

The screenshot displays the 'My Software License Agreements' page. At the top, there is a navigation bar with the Insight logo, links for 'Products', 'Learn', and 'Solve', a search bar, and an 'Advanced Search' link. Below the navigation bar, it shows 'Web Group: Insight Validation (Org 2500) | Contract: Browse All'. The main section is titled 'My Software License Agreements' and includes a checkbox to 'VIEW PRODUCTS FOR SELECTED AGREEMENTS'. Below this, there are three license agreements listed:

- ADOBE VIP**: Master Agreement Number: [redacted], Enrollment Number: D99B9999BD9EC9BACC9A, Enrollment Country: US, Effective Date: 17-Aug-2013, Expiration Date: 31-Dec-9999. Links: View Levels, View Products.
- MICROSOFT CAMPUS EES**: Master Agreement Number: T01C2222, Enrollment Number: 2222222, Enrollment Country: US, Effective Date: 01-Apr-2013, Expiration Date: 31-Mar-2016. Links: View Levels, View Products.
- Microsoft Select Plus**: Master Agreement Number: T6695682, Enrollment Number: T6695682, Enrollment Country: US, Effective Date: 17-Mar-2010, Expiration Date: 31-Dec-9999. Links: View Levels, View Products.

The footer contains three columns of links: 'Shopping Tools' (Order Tracking, Product Compare), 'Support' (Help, Contact Us), and 'Terms & Conditions' (Terms of Sale - Products, Terms of Sale - Services, Return Policy, Terms of Use, Privacy Policy). It also includes copyright information (Copyright © 2015 Insight) and a NASDAQ logo.

Information about all of a client's volume license agreements, as well as the programs that pertain to them, is always available. Insight's online 'My Software License Agreements' functionality helps ensure contract-approved buying. End users can view, shop and browse products under each license agreement. Pricing defaults to best price and defaults can be set to avoid off-contract purchasing.

2.3 Product catalog (include searchable fields, products to be included, how license information

Product Search Function Screen

The screenshot displays the Insight Public Sector website's product search interface. The top navigation bar includes the Insight logo, links for Products, Learn, and Solve, and a search bar with an 'Advanced Search' link. Below the navigation bar, the page indicates 'Web Group: Insight Validation (Org 2500) | Contract: Open Market' and a 'Product Research Request' button.

The main search results area shows 'Displaying 165 results for: "adobe acrobat"'. On the left, a 'Narrow Your Results' sidebar allows filtering by keyword, approved items, software license agreement, Adobe VIP, software agreements, agreement products, category, stock status, manufacturers, and list price range. The search results are sorted by 'BestMatch'.

Two product listings are visible:

- Adobe Acrobat Standard DC 2015 - Media - TLP - DVD - Win - Universal English**
 Mfr Part #: 65257414AD00A00 | Insight Part #: 65257414AD00A00
 Open Market Price: **USD \$17.36**
 as low as \$0.90/mo.
 ADD TO ORDER
- Adobe Acrobat Pro DC 2015 - Media - EDU - TLP - DVD - Mac - Universal English**
 Mfr Part #: 65257336AE00A00 | Insight Part #: 65257336AE00A00
 Open Market Price: **USD \$17.31**
 as low as \$0.89/mo.
 ADD TO ORDER

Ips.insight.com provides users with the ability to simply search on a keyword or to use the advanced search functionality for more specific search parameters. Product search is one of the most important functions on ips.insight.com. The catalog can be customized to include only contract-approved software products and maintenance options. The website can provide all of the required contract and ordering information listed in 3.1.3.3.2 of the SOW.

2.3 Product catalog (include searchable fields, products to be included, how license information

Advanced Product Search Screen

The screenshot shows the 'Advanced Search' interface on the Insight Public Sector website. The header includes the Insight logo, navigation links for 'Products', 'Learn', and 'Solve', a search bar, and a link to 'Advanced Search'. Below the header, the 'Advanced Search' section is titled. It features a 'Browse by Category' grid with links to various product categories: NOTEBOOKS, DESKTOPS, SERVERS, PRINTERS & SUPPLIES, MEMORY, POWER MANAGEMENT, NETWORKING, STORAGE, ACCESSORIES, CABLES, MONITORS, WARRANTIES, and SOFTWARE. Below this grid is the 'Additional Search Options' section, which contains several input fields: 'Keyword(s):' (with a note 'ie. Mfr Part. # or Description'), 'Price Range:' (with 'From \$' and 'to' fields), 'Category:' (a dropdown menu currently set to 'All'), 'Sub-Category:' (a text box with the prompt 'Select A Category First'), and 'Manufacturer:' (a dropdown menu with options: 'All', 'Milestone Systems A/S (DNU) (CNS) KURZWEIL EDUCATION SYSTEMS (DNU) ABLEBITS **USE ADD-IN EXPRESS'). A red 'SEARCH' button is located at the bottom of the search options section.

When the user has more specific search parameters in mind, the Advanced Search provides fields for specifying further detail. Fields are available for one or more keywords and a price range. A drop-down is available to select a specific category. When a category is chosen, the sub-categories available for that category are displayed for selection. Advanced Search also provides a drop-down menu for selecting a specific manufacturer.



2.3 Product catalog (include searchable fields, products to be included, how license information

Product Compare Screen

[Email This Page](#)
[View Printable Page](#)

Add Mfr Part#: [ADD](#)

[View Product Compare List](#)

		
Model	Standard DC 2015	Pro DC 2015
	Adobe Acrobat Standard DC 2015 - media	Adobe Acrobat Pro DC 2015 - media
	ADD	ADD
Price	Open Market Price: USD \$17.36	Open Market Price: USD \$17.31
Stock Status	Call for Availability	Call for Availability
Mfr Part #	65257414AD00A00	65257336AE00A00
Manufacturer	ADOBE	ADOBE
General		
Category	Creativity application - desktop publishing	Creativity application - desktop publishing
Distribution Media	DVD-ROM	DVD-ROM
Language	Universal English	Universal English
Platform	Windows	MacOS
Product Type	Media	Media
Licensing		
License Pricing	Volume	Academic, volume
Licensing Program	Adobe Volume Licensing Transactional License Program (TLP)	Adobe Volume Licensing Transactional License Program (TLP)
System Requirements		
	1024 x 768 monitor resolution, Google Chrome, Internet	

The user also has the ability to compare up to ten (10) products. Products can be selected by clicking on the check-box for that product. The products selected can be compared immediately as they are added to the compare list, or just added to the list for comparison after other products are selected. Individual products or all products can also be removed from the compare list with a click of a button. When the compare button is clicked, the selected products are displayed side-by-side, comparing such elements as price, stock status, and manufacturer, along with more specific environmental, connectivity, warranty and other relevant characteristics.

2.3 Product catalog (include searchable fields, products to be included, how license information

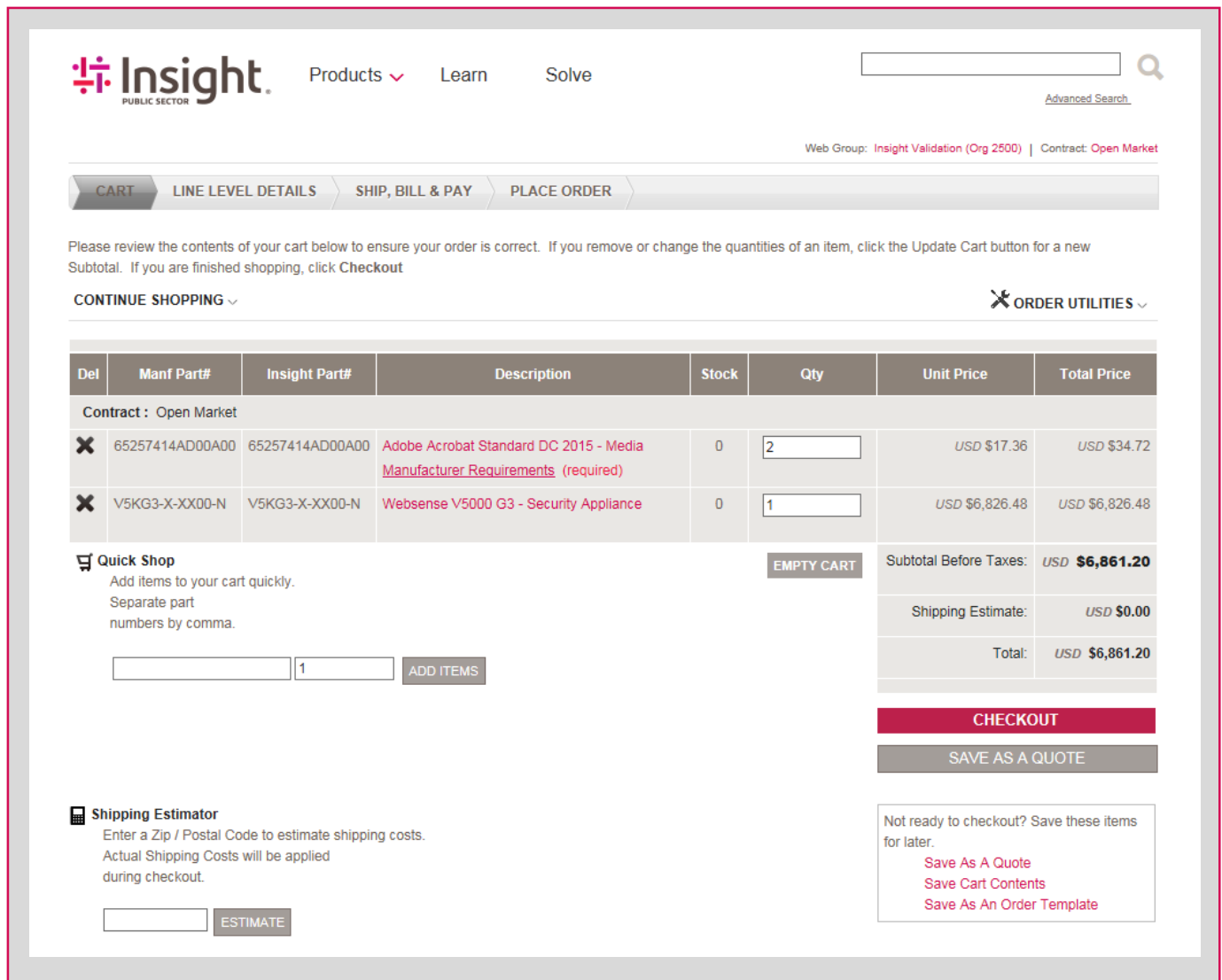
Price Search by Contract

The screenshot displays the Insight Public Sector website interface. At the top, the navigation bar includes the Insight logo, 'Products' with a dropdown arrow, 'Learn', and 'Solve'. A search bar is located on the right. Below the navigation bar, the main content area shows 'Displaying 200 results for: "cisco meraki"'. On the left, a 'Narrow Your Results' sidebar contains filters for 'Narrow By Keyword', 'Approved Items' (with sub-categories like Applications, Repeaters/Transceivers, Hubs/Switches, Network Devices, and Power Protection/System Batteries), 'Stock Status' (In-Stock Only), and 'Manufacturers'. The main product list shows 'Cisco Meraki MX100 - Firewall - GigE - 1U - rack-mountable'. An 'Available Contracts' modal is overlaid on the product, showing three pricing options: '3196.80 STATE OF TEXAS DIR-CISCO AGENT-BRANDED EQUIPMENT & SERVICES', '3499.22 U.S. COMMUNITIES IT PRODUCTS & SERVICES', and '3594.75 Open Market Price'. Each option has a radio button, and the first option is selected. An 'ADD TO ORDER' button and a quantity input field (set to 1) are at the bottom of the modal. Other buttons like 'Add to Product Center', 'Add to Compare List', and 'Compare Selected Items' are visible above the product list.

During the product search process, users will have the ability to see pricing for any contract that is tagged to their user account in Insight's ERP System. This feature can be customized to show only NASPO ValuePoint SVAR contract pricing.

2.3 Product catalog (include searchable fields, products to be included, how license information

Shopping Cart Screen



The screenshot shows the Insight Shopping Cart interface. At the top, there's a navigation bar with the Insight logo, links for Products, Learn, and Solve, and a search bar. Below the navigation bar, a breadcrumb trail shows the current path: CART > LINE LEVEL DETAILS > SHIP, BILL & PAY > PLACE ORDER. A message prompts the user to review the cart contents and click Checkout. The cart table lists two items: Adobe Acrobat Standard DC 2015 - Media Manufacturer Requirements (required) and Websense V5000 G3 - Security Appliance. The subtotal before taxes is USD \$6,861.20, and the shipping estimate is USD \$0.00, resulting in a total of USD \$6,861.20. The interface includes buttons for Continue Shopping, Order Utilities, Empty Cart, Checkout, and Save As A Quote. A Shipping Estimator section is also present at the bottom left.

Insight PUBLIC SECTOR Products ▾ Learn Solve

Web Group: *Insight Validation (Org 2500)* | Contract: *Open Market*

CART LINE LEVEL DETAILS SHIP, BILL & PAY PLACE ORDER

Please review the contents of your cart below to ensure your order is correct. If you remove or change the quantities of an item, click the Update Cart button for a new Subtotal. If you are finished shopping, click **Checkout**

CONTINUE SHOPPING ▾ ORDER UTILITIES ▾

Del	Manf Part#	Insight Part#	Description	Stock	Qty	Unit Price	Total Price
Contract : Open Market							
✕	65257414AD00A00	65257414AD00A00	Adobe Acrobat Standard DC 2015 - Media Manufacturer Requirements (required)	0	<input type="text" value="2"/>	USD \$17.36	USD \$34.72
✕	V5KG3-X-XX00-N	V5KG3-X-XX00-N	Websense V5000 G3 - Security Appliance	0	<input type="text" value="1"/>	USD \$6,826.48	USD \$6,826.48

Quick Shop
 Add items to your cart quickly.
 Separate part numbers by comma.

ADD ITEMS

EMPTY CART

Subtotal Before Taxes:	USD \$6,861.20
Shipping Estimate:	USD \$0.00
Total:	USD \$6,861.20

Shipping Estimator
 Enter a Zip / Postal Code to estimate shipping costs.
 Actual Shipping Costs will be applied during checkout.

ESTIMATE

CHECKOUT

SAVE AS A QUOTE

Not ready to checkout? Save these items for later.
[Save As A Quote](#)
[Save Cart Contents](#)
[Save As An Order Template](#)

Upon adding products to a shopping cart, users will have the option to either continue shopping, checkout (if their permissions allow it), or save the cart as a quote. Users can still make changes to quantities on the shopping cart checkout screen by editing the Quantity amount. Insight has added personalized purchasing tools to create time savings and decrease order time. Users can save the cart contents for further orders or save the cart as an order template.

2.3 Product catalog (include searchable fields, products to be included, how license information

Ship, Bill & Pay Function

The screenshot displays the 'SHIP, BILL & PAY' section of the Insight Public Sector website. The interface includes a top navigation bar with the Insight logo, 'Products', 'Learn', and 'Solve' links, along with a search bar and 'Advanced Search' link. Below the navigation bar, there are tabs for 'CART', 'LINE LEVEL DETAILS', 'SHIP, BILL & PAY' (which is active), and 'PLACE ORDER'. The main content area is titled 'SHIP, BILL & PAY' and contains a note: 'Please note: Information entered on this page will not be saved unless you proceed to REVIEW ORDER'. It also features a 'CONTINUE SHOPPING' link and an 'ORDER UTILITIES' link. The 'Order Placed By:' section requires personal information (Name, Phone Number, Email) for a shared account. Below this is the 'Additional Order Information' section with fields for 'Invoice Notes' and 'Additional Notes for this order'. The 'Shipping Information' section includes a 'Current Shipping Address' form with fields for Attention, Company, Address 1, Address 2, Location ID, City, State/Province, Country, Phone, and Fax. It also has a 'SEARCH AVAILABLE ADDRESSES' button. To the right of the address form are 'Shipping Options' (Ground, 2 Day, Next Day PM, Next Day AM) and a 'Shipment Notification' checkbox. The 'Billing & Payment Information' section includes a 'Current Billing Address' form with similar fields to the shipping address, and 'Payment Options' (Credit/Debit Card, Procurement Card).

Checking out on ips.insight.com can be as standardized or customized as a client wants it to be. Both Shipping and Billing information can be stored in the system as standard, reoccurring information or new information can be entered. The privacy and security features the portal includes allow users to securely store and maintain procurement card information.

2.3 Product catalog (include searchable fields, products to be included, how license information

Reporting Function

The screenshot displays the 'Reports' section of the Insight Public Sector web application. The header includes the Insight logo, navigation links for 'Products', 'Learn', and 'Solve', a search bar, and an 'Advanced Search' link. Below the header, the 'Reports' title is followed by a 'Reporting Management' link. A section titled 'Run or Schedule a new report' includes links for 'View Sample Reports' and 'Expand All'. The main content area features a list of report categories: 'Software Summary Reports' (with sub-items: Software Detail Data, Software License Contract Summary, Software Renewal Report), 'Inventory Reports', and 'Standard Reports' (with sub-items: Ad-Hoc, Detail by Account with Customer PO, Invoice Summary, Invoiced Orders, Open Orders Report, Order Confirmation, Overall Sales History, Product Totals by Account and Shipping Location, Product Totals by Manufacturer, Product Type Summary by Manufacturer, Purchase Activity Detail Report, Purchase Summary by Account, Purchase Summary by Item Purchased, Purchase Summary by Manufacturer, and Purchase Summary by Shipping Location).

Ips.insight.com makes reporting quick and easy, giving client's greater visibility into their IT spend. The reporting tool can be accessed directly from the Homepage. Standard, Ad Hoc, and Custom Reporting can be run via the reporting tool. Insight's customized reports allow users to select the data fields and the date filter, and then quickly run the report for immediate review. Users can also save the ad hoc report as a template to run each month or as needed without recreating a new report. For special reporting needs, the client's dedicated Account Executive can work with you to create the report you need and we'll post the report to your ips.insight.com Custom welcome page for availability according to user permissions.

Ips.insight.com – A Website You Can Depend On

- Ips.insight.com went live in 1995 and currently we have approximately 14,000 active U.S. web clients.
- 12,000 visitors per day with over 26,000 orders placed monthly.
- Insight started B2B integrations in 1999.
- 250 Active EDI and eProcurement (B2B) integration clients/implementations.
- Currently Insight has approximately 15 clients on the Oracle i-Procurement tool (globally).
- Our dedicated eServices team has skilled specialists who have working knowledge in several procurement systems.
- A dedicated Project Manager will be assigned to work side by side with you to ensure a smooth and successful integration.

ATTACHMENT B TABLE OF CONTENTS

ATTACHMENT B: RESPONSE TO SCOPE OF WORK – METHODOLOGY.....	1
1. Offeror shall describe its overall approach to providing solicited services.....	1
2. Per Section 3.1.3, the SVAR shall develop and maintain website.....	2
2.1 Home page appearance and information.....	2
2.2 Online tutorials	2
2.3 Product catalog	3
2.4 Links'	4
2.5 Downloadable standard reports. Include:	5
2.6 How website is monitored, kept current and accurate	6
3. Describe your company's method for tracking software licenses.....	7
3.1 The standard sort-able data fields established for these records.	8
3.2 The information tracked on behalf of Participating States.	8
3.3 How reminders of significant dates or volume plateaus are triggered..	8
4. Describe your company's method of ensuring a Participating State receives documentation of proof of licenses that can be provided to requestors	9
4.1 Describe process for providing Proof of License to a buyer. Provide a sample.	9
4.2 Explain method of retaining back-up copies of Proof of License.	9
4.3 Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a "True Up").	9
5. Reports.....	10
5.1 Describe standard reports which can be generated for a State. Provide Samples..	10
5.2 Describe on-line, real time, reporting capabilities using established state website reports:.....	10
5.3 Address whether your Company is able to provide "Custom Reports" as an optional service to Participating States, should State determine to utilize this service?	10
6. Describe how your company works with a State and publisher to maximize the State's value in obtaining products and services under this contract.	10
6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements	10
6.2 Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all State's.	11
6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.	12
6.4 Working with State and publisher to obtain the best quote on a high volume purchase.....	12
6.5 Hyour Company uses historical purchase information to provide targeted assistance.....	13
6.6 How maintenance support is to be made available.	13
6.7 Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.	14
7. A significant aspet of this service is to be Value-Added Services.....	14
7.1 Describe how your company handles the complexities related to enterprise license agreements	14
7.2 Describe how your company handles transitioning a group of customers	15
7.3 Describe the training available regarding the use of this contract and how to obtain best value from it, other than on-line tutorials.....	16
7.4 Explain what unique Value-Added services your Company will make available under a resultant contract. State whether they are to be provided at no cost. If there are costs, identify these costs on the applicable Pricing Sheet in the Cost Section.....	17
8. Explain how your company will:	18
8.1 Retain publisher certification levels and improve on them.	18
8.2 Work to reduce costs to obtain publisher products?	19
8.3 How does your Company respond to customer complaints and service issues?	20
8.4 What is your Company's escalation process?	21
9. Problem Resolution	21
10. Products Return Process	22
11. SVAR Performance.	23

Attachment B: Response to Scope of Work – Methodology

1. Offeror shall describe its overall approach to providing solicited services. Include how Offeror plans to meet or exceed requirements of the Scope of Work and Terms and Conditions.

Insight Response: Insight has carefully read the Scope of Work provided in the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allow them to develop complete solutions to support the entire lifespan of your IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to NASPO ValuePoint. As a result, we have created back office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., state, local, and education). This organizational structure ensures each vertical receives maximum support from Insight Public Sector ("IPS") resources who understand the specific needs of each vertical.

Insight utilizes eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all of our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up-to-date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating States ("States") and Purchasing Entities ("Entities") through our account teams. Each employee at Insight either supports clients directly, or supports someone else who does; we are all equally committed to your satisfaction and success.

2. Per Section 3.1.3, the SVAR shall Develop and Maintain Website. Describe the website to be established for a state. Address that website's functionalities or special features. You may supplement this response with illustrative screen prints (no more than 10) from one of your company's existing websites. Taking into account the requirements of Section 3.1.3, address at a minimum:

Insight Response: Insight confirms that we are able to perform all of the requirements listed in the SOW, section 3.1.3. Within two weeks of executing the Participating Addendum, Insight's eCommerce team will set up a customizable web portal that provides both purchasing flexibility and unique self-management tools to help a State or Entity manage its IT purchasing process. Insight's user-friendly eCommerce solution is available at no cost through the Internet and does not require the purchase of any additional software or licenses. Insight follows guidelines for accessibility so that our website meets or exceeds the minimum criteria for ADA (Americans with Disabilities Act) and Section 508 compliance. Refer to Additional Documentation- 2.0 Website for screenshots of the web portal.

2.1 Home page appearance and information

Insight Response: Each State or Entity will have the ability to customize their ips.insight.com landing page to meet the specific needs of their end user communities. The tools listed below represent some options that are made available to authorized administrators:

- Web End-to-End Standards
- Account Team Information (including escalation path)
- Contract Numbers (MA and PA)
- Customer Information (e.g. copy of signed PA, VLAs, etc.)
- Ordering Instructions
- Account Tools
- Announcements/ Notifications
- Order Tracking / History
- Invoice History
- Quote History
- Saved Carts / Order Templates
- Product Center
- Product Compare

Authorized administrators can easily customize the appearance of the landing page to meet the requirements of State Governance. Administrators can grant permission to multiple levels of users including procurement officers with wide access, end users with limited purchasing rights, and end users who only have viewing rights. The landing page can trigger online workflow to multiple levels of approvals.

Insight has won awards for 'Best Place to Purchase Online' from Computer Shopper, PC/Computing and Internet Shopper.

Upon request from the State or Entity, Insight can post pertinent publisher notifications and other industry information on the landing pages. Through Insight's Subscription Center, the State or Entity can opt-in to receive free updates via email on the latest in technology products, services, and business solutions, including industry best practices, topics, and trends.

2.2 Online tutorials

Insight Response: Insight provides free training on our procurement web portal. Training ensures an understanding of the portal's features, ease of use, and how to take advantage of custom product catalogs. This training also teaches administrators how to deploy workflow administration tools, should that functionality be requested. Details on the training provided by the Insight team is outlined below.

Training and Assistance: The dedicated website contains a "Portal User Guide" that can be stored for 24x7 reference by authorized users; however, ips.insight.com is user friendly and allows for quick and easy access and use, requiring little or no training.

Website Training: Insight's eCommerce specialists provide free training on how to take advantage of the customized website and software catalog through both live demonstrations and web-based training that focuses on the features that will help the organization's staff maximize the benefits of their web experience. Live demonstrations can be recorded and a link to the recording can be posted to the customized landing page for continuous reference. Insight's team of web support specialists can be contacted to provide help over the phone or through email. Access is available directly from the ips.insight.com site.

2.3 Product catalog (include searchable fields, products to be included, how license information is provided)

Insight Response:

Custom Catalog: Insight's online portal allows each State or Entity to have a catalog customized to specific requirements and guidelines. The ips.insight.com product catalog has full capability of being used as a "Punch Out" to an individual State's or Entity's Electronic Purchasing System.

Advanced Search Function: Ips.insight.com boasts a robust advanced search functionality which enables users to search products by more specific search parameters than with a simple keyword search. Users have the ability to search the catalog according to the parameters outlined in section 3.1.3.4 of the SOW, and more. Enhanced features include Keyword Search; Advanced Search; Product Menus; Search Results and Product Compare functionalities.

Achieve the following benefits with Insight's Custom Catalog features:

- ✓ Enforce organization software standards
- ✓ Reduce maverick spending
- ✓ Leverage buying power by consolidating all purchasing activities under "one roof"

The online catalog is searchable by State or Entity their specific Volume License Agreements (VLAs), software publishers, product names, OEM product numbers, and software descriptions. Insight can modify the online category according to the user's needs, and/or save users' most frequently ordered products for efficient repeat purchasing.

Products to be Included: Per the requirements in the SOW, Insight will create a custom catalog which includes an expansive list of pre-approved Commercial Off-the-Shelf (COTS) software products and software maintenance. Restrictions that have been mandated through the State or Entity will be honored and all products will be available through both the online catalog, as well as through Insight's representatives, who can be reached by email or telephone.

Entities purchasing under one State will have access to the same current base version of the product catalog. Insight can create a custom product catalog based on the following criteria or any combination thereof:

- | | | |
|-------------|--------------------|-----------------------------------|
| ✓ Publisher | ✓ Long Description | ✓ Short Description |
| ✓ Category | ✓ Price | ✓ Availability |
| ✓ SKU | ✓ Model Name | ✓ Technical Product Specification |

Insight understands that the custom catalog is only to display products authorized by NASPO ValuePoint; we will not use this website to cross sell or cross advertise any other products or services.

Product Compare: The user also has the ability to compare up to ten (10) products. Products can be selected by clicking on the check-box for that product. When the compare button is clicked, the selected products are displayed side-by-side, comparing such elements as price, stock status, and manufacturer, along with more specific environmental, connectivity, warranty and other relevant characteristics.

Online Quoting & Ordering: Quotes can be created, received and accessed online 24x7. The online portal allows users to add items to a shopping cart, save the items as a quote, print, update, empty, or purchase the products later. All quotes created in the system can be converted into a PO with a single mouse click. All product prices displayed online will be the “not-to-exceed” product price based on the contract rate and real-time reseller cost. Our system notifies the user that the quote has been successfully saved and sent to the Account Executive. Purchasing Entities can track all quotes by individual user and they can be easily viewed by quote number. In the event of high dollar purchases, we have made it easy for the State or Entity to reach out directly to the public sector sales teams for offline quoting support. Quote assistance can be requested with the click of a mouse from the contract landing page on ips.insight.com.

“I use the portal on a regular basis to check on my current order status and shipping information. I also use the portal to check on past quotes to do re-orders of items that I frequently purchase. This saves me time and I really like that I can go to one place to find all this information. The portal is very easy to use and is beneficial for my job as we do frequent purchases.”
 - School District IT Services Director

The shopping cart feature on ips.insight.com is easy to use and can be customized to meet the needs of any organization to include allowing users to provide shipping instructions during the checkout portion of the transaction. Authorized web administrators can allow users to develop personal lists and profiles. For example, users can create frequently ordered product lists to save search and order time or save carts for efficient repeat purchasing. Insight’s advanced encryption technology - protects all information supplied on Insight’s website and allows users to securely store credit card information at the individual user level.

Order Confirmation: Once you have placed items into your online cart, you will be invited to check-out. After you have completed your purchase, Insight keeps you informed and up-to-date. Our eProcurement portal provides a confirmation screen that immediately lets the user know an order has been successfully placed. Insight is aware of the different expectations that accompany hardware and software purchases, and so our confirmation methods are adapted to ensure you receive the information that is most valuable to your organization based on your order type. Each time you make a software purchase with Insight, the system will produce a confirmation of your purchase. As there is no shippable product with most software licenses, this confirmation is your receipt of purchase.

Online License Proofs: Insight provides Proof-of-Purchase certificates that list the licenses owned by program name, manufacturer part number, enrollment number, invoice number, purchase order number, purchase date, and quantity purchased. License Proofs can be requested for any program to account for the software licenses that have been purchased and to reconcile that number with the licenses deployed on desktops.

2.4 Links'

Insight Response: Links found on the landing page include the following information:

Company Standards	Account Team	Customer Documents (if requested)	My Software License Agreements	Reports	Product Center
Order Tracking History	Invoice History	Quote History	Product Compare	Saved Carts/ Order Templates	

2.5 Downloadable standard reports. Include:

Insight Response: Insight's customized web portal allows for SIIA certified standard reports to be downloaded online, on-demand, and in real time as a self-service or through the State or Entity's dedicated Account Team. Reports can be scheduled weekly, monthly, quarterly, etc. and delivered through the web portal or email. The user's ability to run reports is based on permissions assigned to the user names. Only authorized users within the State or Entity will be permitted to run reports. Additionally, accounts are established so customers associated with a local entity can only view and report based on their accounts.

*The **Software & Information Industry Association (SIIA)** recognizes Insight as meeting their strict criteria for accuracy and completeness of our record keeping processes. As a **Premier Reseller**, our reports can be used to quickly evaluate and claim license purchases during an audit. Many of our competitors don't have this recognition.*

Any Insight report allows you to track and report on up to 57 standard "raw data" fields and up to 30 customizable *SmartTracker* fields. *SmartTracker* is a feature in our ordering system that provides custom tracking and reporting on your software orders for analysis by any type of criteria. Easily allocate purchases to specific cost centers, business units, departments, projects, and more.

States and Entities can select the data fields and the date filter, and then quickly run the report for immediate review. Ad Hoc reports can be saved as a template to run each month or as needed without recreating a new report. For special reporting needs, the Account Executive can work with the State or Entity to create the reports needed and we will post the report to the ips.insight.com custom welcome page for availability only by user permission(s). Reports can be created by ordering location or all locations, restrict access to reporting by location, or extend access to reporting on all locations.

Listed below are the twenty-one standard SIIA-certified Web reports that provide online real-time access to purchase history, as far back as necessary, in both summary and detailed report formats.

Standard Reports						
Ad-Hoc Report	Detail by Account w/ Customer PO	Overall Sales History	Purchase Activity Detail Report	Purchase Summary by Shipping	Purchase Summary by Account	Top Manufacturer Summary
Open Order Report	Invoice Summary	Product Totals by Account & Shipping Location	Software License Contract Summary	Location	Software Detail Data	Total Sales By Year and Month
Purchase Summary by Items Purchased	Invoiced Orders	Product Totals by Manufacturer	Snapshot	Purchase Summary by Manufacturer	Software Summary by Manufacturer Name	Software Renewal Report

Reports can be run one time only or scheduled to run daily, weekly, monthly, quarterly, or annually, and are available in Microsoft Excel or .CSV formats to manipulate or .pdf.

2.5.1 How information is controlled and sorted (e.g. what information LSCA can access);

Insight Response: Information is controlled and can be viewed according to the State or Entity. If requested, Insight can set up the LSCA with access to consolidated reporting based on this information. All information captured at time of purchase order has full reporting capabilities. Reporting is available at the LSCA, State, or Entity level.

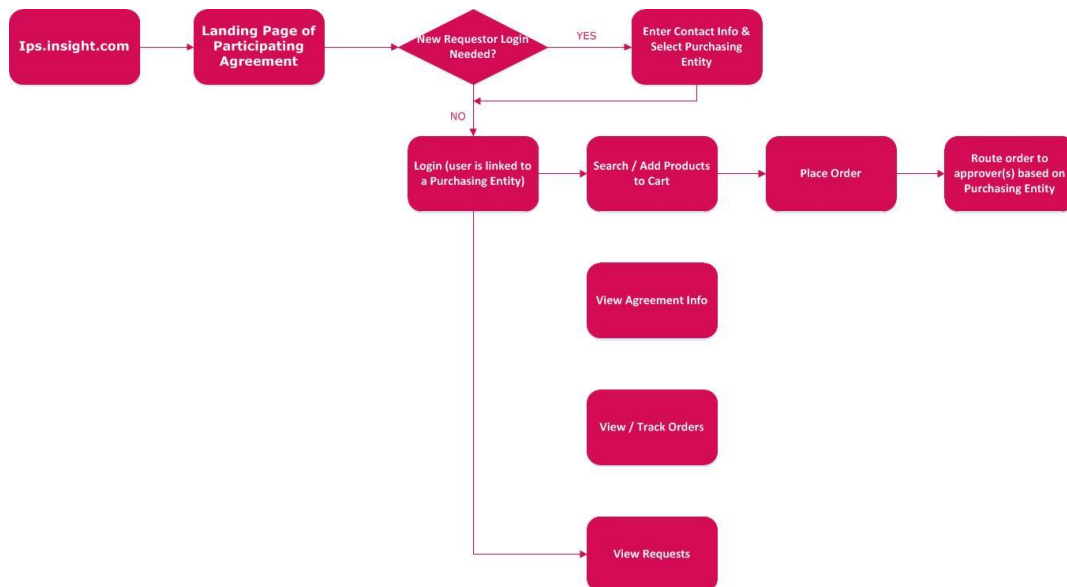


Figure 1 ips.insight.com Administrative Hierarchy

2.5.2 How state Procurement Officer can obtain purchasing profile for Users and volume in State;

Insight Response: Through hierarchical reporting, authorized users can view any purchasing profile or retrieve consolidated reporting on-demand. Access is controlled at the LSCA, state level, and individual participant level by designated contract web administrators. Administrators can easily manage access rights to reports by setting authorization and/or restriction levels at the User ID Level.

2.5.3 How an individual User can obtain only their information

Insight Response: The web administrator(s) for each State or Entity controls the type of access available for each user. Specific purchasing accounts designate the information that can be viewed or accessed for purchasing purposes.

2.6 How website is monitored, kept current and accurate

Insight Response:

Monitored: Access to our eCommerce site is protected using the Secure Sockets Layer protocol with real-time encryption (SSL 3.0/TLS 1.0), the industry standard for security. As such, all HTML, graphics, and submitted form information is encrypted, including passwords. Our digital certificates are registered with VeriSign, a trusted and recognized certificate authority. The online account (catalog) can only be accessed with username/password or validated on pre-defined customer-specific credentials (for integrated procurement solutions). Databases are protected by strict firewall rules.

Kept Current: The Insight-hosted web ordering tool offers 24x7x365 availability except for routine maintenance and upgrades. Scheduled downtime occurs the second Saturday of each month, except for December in which there is no downtime.

We also have quarterly maintenance, which is the 3rd Saturday of each quarter. Insight's eCommerce team continuously collaborates with sales to ensure content/customizations are updated and accurate per customer requirements. The team also provides on-going support once the client's portal is live.

Accurate: Insight runs both automated performance test scripts as well as automated functional test scripts on a regular basis. The performance scripts ensure website changes do not negatively impact performance as well as ensure we improve performance with our changes. Functional test scripts examine all areas of the site to ensure website changes do not impact functionality.

3. Describe your Company's method for tracking software licenses and ensuring that Participating States receive timely notifications of renewals or are advised of volume agreement opportunities or vulnerabilities, etc.

Insight Response:

Methodology for Tracking Licenses

For over 25 years Insight has served as a trusted software license consultant and provider. We understand how important the tracking of licenses and renewals is in helping an organization control costs and maintain compliance. We have developed a methodology that combines reporting capabilities, tracking tools, and specialized teams to deliver a complete solution. Outlined below are these offerings.

SIIA-Certified Reports: Insight's reports are SIIA compliant and meet all requirements to maintain our certification. Insight provides both standard and customized reports on 57 standard data fields and up to 30 customizable SmartTracker fields, so users can customize data even further—streamlining PO-to-invoice reconciliation. Easily allocate purchases to specific cost centers, business units, departments, or projects. The Software & Information Industry Association (SIIA) recognizes Insight as meeting their strict criteria for accuracy and completeness of our record keeping processes. Our clients can be secure knowing that our reports can be used to quickly evaluate and claim license purchases during an audit. Many of our competitors do not share this recognition.

License Consulting Services: Your Insight Account Team works with you and our License and Software Specialty Teams to derive a current and ongoing licensing strategy for your software products based upon your software portfolio and your anticipated business needs. The goal is to reduce ongoing software spend while maintaining compliance and adequately serving the needs of your organization.

Timely Notifications of Renewals

Renewals Team: Insight's Software Renewals Team is responsible for tracking software renewal dates and providing comprehensive reporting to ensure that the State or Entity has time to prepare for the renewal and any new agreement. Upcoming renewals will also be discussed by the account team during Quarterly Business Reviews. The renewals team will work with both States and Entities to provide renewal assistance and options for next steps.

Contract & Maintenance Services: Insight monitors our clients' volume purchasing contracts with software publishers and, on a quarterly basis, notifies them of any approaching expiration dates to ensure they have time to prepare for renewals and new agreements. We use our database of customer contracts to track milestones, or current standings, in relation to our clients' commitments, and advise them on their options for staying compliant with any forecasts. We have tools and processes in place that allow us to track expiring enrollments, as well as contractual and

transactional maintenance by expiration date to help our clients stay current and legal with their software license and maintenance agreements.

Quarterly Business Reviews

During Insight quarterly business reviews with each client, renewals and upcoming maintenance will be discussed to ensure that State or Entities do not miss any deadlines.

3.1 The standard sort-able data fields established for these records.

Insight Response: Any Insight report allows an authorized user to track and report on 57 standard data fields (listed in the table below) and up to 30 customizable SmartTracker fields—streamlining PO-to-invoice reconciliation. SmartTracker is a feature in our ordering system that provides custom tracking and reporting on your orders for analysis by any type of criteria. Easily allocate purchases to specific cost centers, business units, departments, projects, affiliates and more. Our summary reports provide you with consolidated reporting for goods and services provided to your organization enterprise wide.

This is the standard information that is captured during the order checkout process. The SmartTracker fields are alphanumeric fields that must be configured to be captured during the checkout process.

Software Detail Data Fields Available						
Operations Center	Account City	Line Item No	Version	Product Type	Sales Amount	Master Agreement Number
Reporting Parent ID	Account State/Province	Invoice Date	Shipping Country	# of Users	Currency	Enrollment Number
Reporting Parent Name	Account Postal Code	Manufacturer	Package Count	Invoiced Quantity	Date Shipped	Enrollment Start Date
Account No	Account Country	Manufacturer Part ID	Package Type	Invoiced Currency	Customer PO #	Enrollment End Date
Account Name	Contact Name	Insight Part ID	Product Category / Sub Category	Exchange Rate	PO Release No.	Maintenance Start Date
Account Address	Contact Phone	Product Title	Language	Unit Price	Order Number	Maintenance End Date
Account Attention	Invoice Number	Product Description	Media	SRP	Order Date	UNSPSC Code
Shipping Account No.	Shipping Name	Shipping Attention	Shipping Address	Shipping Address 2	Shipping City	Shipping State / Province
Shipping Postal Code	Thirty SmartTracker Fields (for custom data)					

3.2 The information tracked on behalf of Participating States.

Insight Response: The information above is available and can be tracked for all States.

3.3 How reminders of significant dates or volume plateaus are triggered. Include how your Company, as a partner with the Participating State, communicates with the State to ensure no deadlines are missed or opportunities unexplored.

Insight Response: Insight's Software Renewal Team has close relationships with the publishers and is focused on aiding clients with publisher renewals. This team helps our clients easily maintain compliance with all licensing requirements with our software renewal process.

1. Insight gathers client renewals data from multiple sources and consolidates this data into one central, well-managed source.
2. CRM tools and systems allow the Software Renewal Team to track and review renewal data and combine software assets from multiple orders into co-term agreements.

3. This team also sends renewal notifications well in advance of the coverage ending date in order to ensure clients have ample time to prepare for renewals.
4. Software Renewal Reports and client quotes of upcoming renewals are proactively provided by the Insight Software Renewal Team.
5. On a quarterly basis, Insight Account Executives notify the client of any approaching expiration dates to ensure they have time to prepare for renewals and new agreements.

Insight recommends clients take advantage of Quarterly Business Reviews as a platform to continuously assess the business relationship between Insight and the client as well as present a summary of the client's purchasing activity over the past quarter. Findings from the Renewals Team are presented to the client during this meeting.

4. Describe your Company's method of ensuring a Participating State receives documentation of Proof of License that can be provided to requestors (e.g. auditors, in response to FOIA requests, etc.)

- 4.1 Describe process for providing Proof of License to a buyer. Provide a sample Proof of License.

Insight Response: Insight clients have two options for obtaining Proof of Licenses. The first option is to contact the client's Insight sales team. When a software order is placed in Insight's ERP system, not only does a Proof of License get sent to the buyer and any additional individuals noted on the order, but it is also attached to the order in our system for retrieval at a later date. Per the requirements of the SOW, all proofs are electronically filed in a secure SharePoint location. The second method for obtaining a Proof of License is through Insight's self-service option described in the question below. See Additional Documentation on Proof of License for an example.

- 4.2 Explain method of retaining back-up copies of Proof of License. State how quickly a duplicate copy can be provided.

Insight Response: Insight is one of the few resellers to provide license proofs online where users can easily obtain them immediately as a self-service. Our online License Proof-of-Purchase certificates list the licenses and organization owns by program name, manufacturer part number, enrollment number, invoice number, purchase order number, purchase date & quantity purchased. License Proofs can be issued for any program to help account for the software licenses users have purchased and to reconcile that number with the licenses they have deployed on their desktops.

In addition to the self-service option, Insight retains copies of license proofs by attaching them to the order associated with the license in our ERP system. A duplicate copy can be provided in under an hour after reaching out to the applicable sales team.

- 4.3 Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a "True Up").

Insight Response: We provide detailed reporting to our publishers based on the requirements under Insight's publisher contracts. We will fulfill any requirements authorized by the State to provide additional reporting on your behalf. It should be noted that Insight is SIIA certified for accuracy on reporting.

5. Reports

5.1 Describe standard reports which can be generated for a State (other than downloadable reports addressed earlier). Provide sample reports.

Insight Response: Our reporting function is designed to generate customizable reports on-demand utilizing data fields captured at time of PO entry. States and Entities can select fields and the data filters to quickly run the report for immediate review. In addition, ad-hoc reports can be saved as a template to run each month, or as needed, without recreating a new report. The Account Executive (AE) works with clients to create any customized report.

5.2 Describe on-line, real time, reporting capabilities using established state website reports:

Insight Response: Insight recognizes that many States and Entities have established individual reporting requirements in set multiple formats. Our systems have been designed to accommodate such requirements. We have provided samples of our customized reports with information redacted as evidence of our reporting capabilities.

5.2.1 Standard Reports. Provide sample reports.

5.2.2 Reports that can be generated by the LSCA.

5.2.3 Reports that can be generated by the Participating State. Provide sample reports.

5.2.4 Reports that can be generated by the User agency. Provide sample reports.

Insight Response: Insight can provide reporting at the hierarchical as well as the individual operating segment, business unit or subsidiary levels for all purchases made through Insight. For requirements 5.2.1 – 5.2.4, all reporting can be generated by the LSCA either by individual purchasing entity, state, or all agencies for complete consolidation. Sample reports are provided in Additional Documentation 5.0 Reports.

5.3 Address whether your Company is able to provide “Custom Reports” as an optional service to Participating States, should State determine to utilize this service? (See Section 3: Scope of Work, 3.7.3 Custom Reports)

Insight Response: Custom reports can be created according to the LSCA, State, or Entity’s specific needs. No additional tools are required. All authorized administrators can generate reporting on demand on any field that has been captured at time of order entry. Customized reports are provided free of charge. Additionally, Insight can meet all reporting requirements, should a State or Entity have a specific reporting template they require.

6. Describe how your Company works with a State and publisher to maximize the State’s value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:

6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements

Insight Response: One of Insight’s core competencies is software licensing consulting. Our expertise allows us to maximize a State or Entity’s ROI when faced with the complexity, options, and sheer number of available publishers. Account Teams are required to hold certifications from our major publishers in keeping with their role(s). For example, Microsoft and Adobe Licensing Consultants hold the highest certifications that Microsoft and Adobe offer. The benefit to NASPO ValuePoint Entities of this expertise is confidence that information received is correct, timely, and presented in a manner that is understandable.

Utilizing this knowledge, we will guide Entities through the necessary steps to trim per-unit prices, choose the right program, and take advantage of volume license and maintenance agreements. The result of this support is a more simplified software management process. Through the Account Teams, Entities will have access to our pool of Partner Champions. These specialized resources, whose positions are each partially funded by the associated software publisher, are in-house to administer our relationships with these publishers. They help us in providing our clients with timely communications and guidance on their licensing programs.

A list of software Partner Champions by publisher is provided below.

- | | | |
|-----------------|-------------------|-----------------------|
| • Adobe | • IBM Software | • Red Hat |
| • Attachmate | • LANDesk | • RSA Security |
| • Autodesk | • McAfee | • SAP BusinessObjects |
| • CA | • Microsoft | • Symantec |
| • Citrix | • Novell | • Trend Micro |
| • Dell Software | • Oracle Software | • VMware |
| • HP Software | • Quest Software | • Websense |

Insight has more than 25 years of experience with software licensing. As the most experienced provider of IT software, we are the premier volume licensing expert.

As an Insight client, you will have access to software and licensing program solutions from thousands of software publishers, leveraging our longstanding publisher relationships to negotiate the best deals possible for each State and Entity. In addition, we can manage and contract approved non-standard software license agreements, reducing the risk, overhead, and delay associated with acquiring and maintaining software from emerging publishers.

We do this through a Lifecycle Management Approach called **CLEAR Advantage Program™**. We provide pre-sales guidance and consultation to meet your business needs and post-sales operational excellence to ensure you optimize value, remain compliant, and have access to needed resources:

- **Select**—the right technology, price, program, & partner to meet your IT & business objectives
- **Acquire**—ease of transactions, budgeting & financing, service, & choice
- **Manage/Support**—contract management & compliance, powered by tools, resources, & service
- **Value Realized**—software services & solutions to meet your business & IT objectives

"Insight is our contracted reseller and has played an important role within the last 12 months helping us manage all of the enrollments [16 total] by having onsite monthly meetings, providing monthly reports, and maintaining knowledgeable, responsive team of professionals. At any given time, we can rely on Insight to answer questions regarding licensing, pricing, or applications quickly without hesitation to follow up from their pool of experts when needed."

*-Master Microsoft Administrator for
County IT Department*

Specific to Oracle Volume or Enterprise License Agreements, Insight will work with States and Entities to ensure the location of appropriate language pertaining to terms and conditions is appropriately and clearly identified within the Participating Addendum.

6.2 Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all State's.

Insight Response: Insight recognizes the importance of facilitating contract advantages based on the size and scope of the State's combined purchasing power. Partnering with Insight affords

you a partner who is financially stable with a size and capacity to maximize any opportunities. We have listed examples below describing how we accomplish this.

Economies of Scale/ Trend Analysis: Insight's web solution and hierarchical reporting gives diverse States and Entities insight in to their purchasing activity in order to understand how to take advantage of economies of scale. Insight will work with each State's/Entity's contract administrators to review trending and discuss license program changes that may enhance the State's/Entity's ability to aggregate purchasing and ultimately create cost savings. Insight will provide our findings of this examination during the Quarterly Business Reviews and as requested or scheduled through custom reporting.

For example, working proactively with several large state entities in Florida, Insight, partnering with Adobe, was able to save 15% of the total Adobe spend by utilizing a more advantageous licensing program. This kind of consulting is important to NASPO Value Point as the difference between licensing vehicles is often complex and not easily identified.

6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.

Insight Response: Insight will work with the software publishers on the State's behalf to help them reduce their software costs and maximize their return on investment. We offer software and licensing program solutions from thousands of software publishers, leveraging longstanding relationships to negotiate the best deals possible for our clients. Our vast experience in managing publisher contracts with other clients gives us the leverage and experience to help negotiate better terms with the publishers. We achieve this through the following ways.

Insight holds more than 150 public sector contracts across 32 different states, working with each public sector client to maximize the value of their software volume or enterprise agreements. .

- **Distributor Relationships:** We have relationships with all of the major distributors such as Avnet, Ingram Micro, Synnex, Tech Data, and Carahsoft. The reason this is important to NASPO ValuePoint is that it affords Insight the ability to negotiate the lowest cost price due to our size and depth of relationships.
- **Partner Champions:** These resources remain up-to-date on publisher programs. As a result, our Partner Champions are engaged to maximize the leverage created by the total sales volume by a State or Entity. For example, if a State's departments are purchasing via separate enrollments, a consolidation of these purchasing agreements under the contract will result in a cost savings for the State.

6.4 Working with State and publisher to obtain the best quote on a high volume purchase.

Insight Response: Insight will work with the State/Entity and publisher to obtain best pricing on high-volume purchases by leveraging our longstanding relationships and experience with other clients. The State's/Entity's software requirements will be supported by the Insight Account Team and our in-house experts.

- **Partner Champions:** These resources remain up to date on publisher programs. As a result, our Partner Champions help our clients utilize the correct licensing programs in order to obtain the best quote on a high volume purchase.
- **Account Management Support:** Insight provides dedicated Account Executives who negotiate with software publishers on your behalf to secure discounts for large quantity purchases. Our established relationships with software publishers give us an advantage when negotiating pricing terms for you.
- **One-off Purchasing:** In the event a publisher offers a product or program opportunity that presents a cost saving to States or Entities outside of the agreed upon criteria in the contract, Insight will bring those opportunities to NASPO ValuePoint and the States and will participate in a one-off event.

6.5 If, and how, your Company uses historical purchase information to provide targeted assistance to State.

Insight Response: Insight does use historical purchasing information to provide cost-saving opportunities and targeted assistance. In the instance of a client with multiple enterprise license agreements and purchases from lower level agreements from various departments, we pull together this usage data to analyze and guide the client to better options for consolidation that can not only save money but make management of these agreements easier. This is a regular part of the value-added services we provide to clients in State Agencies across the country.

- **Trend Analysis:** Experience has taught us that communication is a key factor in a successful partnership. Through our quarterly business reviews, we provide an opportunity to identify spending trends, receive recommendations on cost-saving solutions, and discuss new products and programs that may be of interest to you. These reviews also provide an opportunity to discuss our quality service goals to ensure your ongoing satisfaction with our services.

6.6 How maintenance support is to be made available.

Insight Response: Insight uses a combination of tools and resources to ensure that our clients receive proper maintenance support as it relates to their software purchases and assets. Beginning with our Software Renewals Team, they will ensure that States/Entities maintain compliance with all licensing requirements and are aware of upcoming renewals and maintenance dates. As a part of our service to our clients, we ensure that they are educated on what product support or services are included in their agreements with a publisher. In line with the requirements of the SOW, Insight will offer maintenance and support packages on licenses already owned by the States/Entities. The team adheres to the following process to ensure consistent support.

Software Maintenance/Renewal Process: Insight's Software Renewal Team has close relationships with the publishers and is focused on aiding you with publisher renewals. They help you easily maintain compliance with all licensing requirements with our software renewal process.

1. Insight gathers your renewals data from multiple sources and consolidates this data into one central, well-managed source.
2. CRM tools and systems allow your Software Renewal Team to track and review renewal data and combine software assets from multiple orders into co-term agreements.
3. This team also sends renewal notifications well in advance of the coverage ending date in order to ensure you have ample time to prepare for renewals.
4. Software Renewal Reports and client quotes of upcoming renewals are proactively provided by your Insight Software Renewal Team.
5. On a quarterly basis, your Insight Account Executive notifies you of any approaching expiration dates to ensure you have time to prepare for renewals and new agreements.

The Quarterly Business Review serves as a formalized vehicle for providing clients with license consulting 90 days before the renewal date for their licenses. Account Executives partner with our Partner Champions to update clients on any available software upgrades, annual updates, patches and fixes during this review as well as on an ad-hoc basis. Support can be provided to assist the State or Entity obtain any of these maintenance enhancements. The account team also addresses topics such as co-terming opportunities and the re-harvesting of licenses where possible.

6.7 Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.

Insight will provide contract users links to the publisher's websites for first line installation, usage, and de-installation support. If further help is needed, we will connect them directly with the publisher through their publisher account representatives or our Partner Champions. Additionally, Insight provides fee-based training on the use of software through our partnership with Global Knowledge.

In the event that the State or Entity has difficulty in downloading or installing software purchased, we will provide assistance within 8 hours of being informed of the problem, whether it be through Insight resources or connecting the State or Entity with the publisher.

7. A significant aspect of this service is to be Value-Added Services.

7.1 Describe how your company handles the complexities related to enterprise license agreements (e.g. Microsoft EA, Adobe CLP, etc.). Include how you assist customers (especially first time customers) through this process to ensure they are comfortable moving forward, and are knowledgeable about the agreements once they are complete?

Insight Response: Insight understands how difficult it can be to maintain compliance and take advantage of the myriad of licensing programs available. One of Insight's core competencies is software licensing consulting. Insight provides a robust field and inside support staff representing thousands of publishers to help qualify and recommend various solutions to our clients. It is a general practice for us to architect and evaluate solutions for our clients to find the best fit. The benefit to States and Entities of this expertise is confidence that information received is correct, timely, and presented in a manner that is understandable. We provide information on several platforms including, but not limited to, the following:

Specialized Teams: Licensing Consultants, Microsoft Contracts Team, CLEAR Advantage Team

Webinars: Subjects including licensing changes, advantages of Cloud, publisher specific topics

Periodicals: Devoted to licensing programs and vertical specific (state/local and education)

License Key-Code Database: Insight understands the management of key codes and software media can be an important part of the success of any licensing program. Your Insight Account Team will keep a database of key codes for publishers who are willing to share them. In the event that Insight is not provided with copies of your key codes, we will work with these publishers to obtain them on your behalf. Insight is committed to working diligently to help you manage your key codes as required.

Support for Microsoft Programs

Support for your Microsoft EA: Partnering with Insight means States and Entities will have an experienced, unbiased partner to help manage the licensing agreements between the Entity and Microsoft. The "one price" model of the Enterprise Agreement (EA) program makes certain that the client will receive the best pricing, service, and support possible from Microsoft. A client's Microsoft Partner is responsible for fulfilling these program advantages. Using our years of experience managing thousands of Microsoft Agreements, we have heavily invested in people, processes, and tools for managing an EA. We offer our CLEAR Advantage Solution for our clients' software investments. We help them through the entire lifecycle of software management — from selection, to support and value realization.

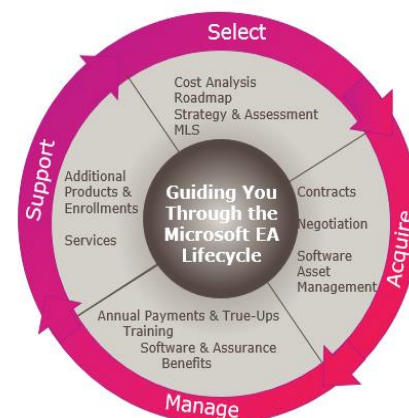


Figure 2 Insight Microsoft EQ Lifecycle

Software Assurance Benefits: Software Assurance (SA) Benefits resources are available to help our clients activate and use Microsoft Software Assurance Benefits. These dedicated resources answer questions, help activate Microsoft benefits, and provide best practices for benefits administration. Insight provides education on the Software Assurance Benefits available to under said Microsoft contract.

Microsoft VLSC Website: Microsoft provides visibility to clients' agreements through access to Microsoft's VLSC (Volume Licensing Service Center) Website. Your Microsoft license certificates, SA eligibility, contract usage dates, and enrollment numbers can all be viewed from this site. Insight will train your authorized VLSC administrators on this site

EA Touch Plan: Using our years of experience managing thousands of Microsoft Agreements, we have developed a process for managing an EA that includes a number of "touches" our clients should expect when choosing Insight as their ESA and LSP.

Educational License Programs:

Experience with software publishers over the past 25 years has provided us with a perspective as it pertains to software in the education vertical. Most licensing programs have completely separate rules, product availability, and pricing. It can be difficult for anyone involved in educational procurement to understand and take advantage of opportunities and avoid risk of compliance vulnerabilities. Insight's solution has been to create an Inside Account Team that focuses exclusively on the education market. This team will proactively reach out to education institutions within each state to ensure they have the correct information and are provided with the lowest cost solution. Insight is certified for all channel available educational licensing programs which is a true differentiator.

smartEA
Manage and Support – ENTERPRISE AGREEMENT MANAGEMENT

Insight

What is smartEA? Structured activities to manage your EA lifecycle.

Activity	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Situation Meeting	*											
Resources & Contacts	*	*	*	*	*	*	*	*	*	*	*	*
smartLICENSEMANAGER	*	*	*	*	*	*	*	*	*	*	*	*
SAM Services Offering	*		*				*					*
Product Use Rights	*	*	*	*	*	*	*	*	*	*	*	*
SA Benefits Workshops & Support	*	*	*	*	*	*	*	*	*	*	*	*
VLSC Training & Admin	*	*	*	*	*	*	*	*	*	*	*	*
Quarterly Update & Health Check	*	*	*	*	*	*	*	*	*	*	*	*
Program & Product Updates	*	*	*	*	*	*	*	*	*	*	*	*
Annual Business Review	*				*				*			
True-Up Preparedness			*				*				*	
Cloud Essentials	*		*	*				*				
Professional Services Essentials	*				*				*			
True-Up Fulfillment				*				*				*
Renewal Planning									*	*	*	*
Select & Acquire Optimization Service									*	*	*	*

Figure 3 Insight EA Touch Plan

Volume Licensing Program Transitions: With the Microsoft Select Plus program being discontinued and replaced by the Microsoft Products and Services Agreement (MPSA), Insight is prepared to work with all States and Entities to ensure a smooth transition.

"Insight is very responsive to my requests and is the easy part of my procedures for getting software licenses for my clients on campus."
 - University Software Licensing Mgr.

7.2 Describe how your company handles transitioning a group of customers from an account manager with whom they have built a relationship to an account manager who is new to them?

Insight Response: Insight understands the importance of ensuring a smooth and seamless experience when it comes to transitioning a group of customers from an Account Executive with whom they have built a relationship to an Account Executive who is new to them. Smooth transition services are critical to prevent a loss of service to the State, the end users, and stakeholders.

Insight acknowledges that this transition can sometimes include obstacles, and as a result we have crafted our training, systems, support and oversight of Insight teammates accordingly,

whether they are entirely new to the organization or only to the client. Every Insight teammate who works with Public Sector clients must go through a series of specific trainings related to ensuring that the teammate understands not only the Public Sector client but also acknowledges that they will adhere to all applicable laws, regulations and policies that are involved with providing service to a client in the public sector. Training sessions are handled by Insight's Compliance Team. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

From a systems perspective, Insight has a Contract Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the AE from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only one capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Tools/Reference Resources: Insight utilizes a New Account Process which includes an Implementation Questionnaire document that is reviewed with all new contract holders and referred to throughout the life of the contract. This document ensures that when a new Account Executive is brought on to the account he or she has all of the pertinent information needed to satisfactorily service the client. We have provided this questionnaire in the Additional Documentation section entitled *7.2 Account Transition*.

7.2.1 How do you ensure that all of the customers' needs are met?

The combination of a solid account management structure, an escalation process in place and the existence of customer satisfaction surveys ensure that Insight is able to meet the needs of our clients. Through these measures States and Entities can have the confidence that they will be well supported in order to meet their software needs throughout the lifecycle of their software agreements. In addition to having direct access to the Account Executive, Insight sets up unique team email aliases so that a client can be assured of a response in the event the Account Executive is unavailable. Purchasing Entities can email their specific email alias in order to connect with a knowledgeable member of their account team.

7.2.2 How do you ensure the new account manager is given the resources necessary to be successful in the new role?

Insight utilizes a team approach to providing service for all of our accounts. New account managers are provided rigorous training on your overall contract and a knowledge transfer from the existing sales team. Having more than one individual maintaining customized information ensures the State or Entity will see a continuity of service despite a change in account management.

7.3 Describe the training available regarding the use of this contract and how to obtain best value from it, other than on-line tutorials.

States or Entities interested in joining the NASPO ValuePoint SVAR contract will have full access to training through the IPS' Business Development Manager (BDM) who is dedicated to supporting the NASPO ValuePoint contract. She will be available to meet in person or through webinars to explain the scope of offerings included under IPS' contract. IPS will help interested States and Entities market the contract amongst its agencies to provide a full understanding of the contract's value and processes. We will ensure that users receive training, especially when personnel changes, on where to go to obtain additional information about the contract. We have an informational page dedicated to addressing Insight's NASPO ValuePoint SVAR contract that

can be accessed directly through ips.insight.com. On top of providing training, Insight has experience providing Requests for Information (RFI) to prospective states that outline not only Insight's capabilities to support the client's software purchasing needs but also highlighting the benefits to using the NASPO ValuePoint SVAR contract to meet those needs.

7.4 Explain what unique Value-Added services your Company will make available under a resultant contract. State whether they are to be provided at no cost. If there are costs, identify these costs on the applicable Pricing Sheet in the Cost Section.

Insight continues to help public sector clients run their organizations in a way that is cost-effective, convenient and empowers them to take full advantage of their software investments. Insight's clients receive valuable compliance support, on-demand reporting, dynamic license tracking, audit support and accurate record management to help realize the full potential of software purchases. Insight's reports are certified by the Software and Information Industry Associations (SIIA) and can be used to quickly evaluate and claim license purchases during an audit.

Free Value Added Services

License Tracking

Insight's software reporting and tracking tools ensure that the State has the options needed to effectively manage software assets in real time. These tools include:

- ✓ **Invoice History Reporting:** Obtain 24-hour access to software licensing history.
- ✓ **Customized Client Purchasing Reports:** View reports online or download to a database application.
- ✓ **Contract and Renewal Tracking:** Easily maintain compliance with all licensing requirements.
- ✓ **Historical Data Tracking:** We store purchasing data in our global data warehouse and can run reports that provide purchase history as far back as needed.

Single Point of Contact for License Support

Insight provides a highly knowledgeable inside sales representative as a single point of contact who will provide prompt assistance and advice on tracking the State's or Entity's licenses using our online reporting and tracking tools. This sales representative has access to a team of highly-trained licensing specialists who are readily available to answer licensing questions.

License Tracking

Insight's ordering system provides custom tracking and reporting of the State's or Entity's software orders so purchases of individual licenses and server licenses can be tracked. Standardized processes, customizable tracking options and a wide variety of detailed and summary reports allow the States and Entities to quickly obtain the information needed to manage software licenses.

Standardization for Tracking Ease

Insight's customizable SmartTracker fields can streamline PO-to-invoice reconciliation. SmartTracker is a feature in our ordering system that provides custom tracking and reporting on software orders for analysis by any type of criteria. Easily allocate purchases to specific agencies, OEU names, cost centers, business units, departments, projects and more to facilitate ease of tracking licenses purchased. Through experience with other statewide contracts, Insight has developed a standard naming convention and reporting hierarchy to assist with tracking.

Keeping the State Updated on Revised Plans

After contract award, the State's or Entity's Insight Account Executive will update the plan, as needed, and will provide a copy of any revised plans to the Contract Administrator. During regularly scheduled business reviews, the Insight Account Executive will keep the State or Entity informed and up to date. Insight is committed to providing the users with education and advice

on OEM licensing; product, program and pricing changes; and upcoming end-of-life announcements.

Insight understands that the software purchasing lifecycle does not stop with the download of the licenses. In order to help States and Entities further maximize their software investments within their environments, we will provide the following fee-based services. Contract pricing for each of these services is listed in Attachment C-2 of our proposal response.

Fee Based Value-Added Software Asset Management (SAM) Services

Our fee-based SAM services help our clients become and remain compliant with the software publishers. Our SAM team provides full lifecycle SAM solutions that gives them clear visibility into and control of our clients' Software Asset Portfolio. Insight has established NASPO ValuePoint contract specific pricing to provide States and Entities this valuable service and this pricing is included in the services cost spreadsheet.

License Reconciliation Services: Our team of SAM consultants will help States or Entities maximize their software investments and gain control over their software assets by analyzing and reconciling their license purchases. They perform a license assessment and then compare their software license entitlements to their inventory of deployed software to determine the software license position (over licensed, under licensed, opportunities for cost management) of their software portfolio. License Reconciliation Benefits include:

- ✓ Redistribution of unused software licenses
- ✓ Creating a standard software environment
- ✓ Foundation for license management processes
- ✓ Basis for license agreement negotiations
- ✓ Detailed overview serves as basis for migration planning
- ✓ Sarbanes-Oxley compliance

To further our commitment to providing our clients with the skills and knowledge needed to unleash the full potential of their software investments, we are extending our partnership with Global Knowledge to bring States and Entities these skills and knowledge. Global Knowledge training will be offered at a competitive price developed specifically in support of this contract. Pricing for these training services is listed in Attachment C-2 of our proposal response.

8. Explain how your Company will:

8.1 Retain publisher certification levels and improve on them.

Insight Response: Insight understands it is critical not only to maintain but also to grow our software relationships and certifications in order to meet our client's software needs and provide them the best value and highly knowledgeable sales and services support. In order to maintain our publisher certifications, as well as obtain both higher certification levels and new certifications in general, our teams work to meet the various criteria associated with the programs. We are passionate about deepening and broadening our certifications so that we can offer our clients a highly competitive price and highly trained professionals in support of their software investments.

It is Insight's intention to work towards certifications with publishers not currently represented through a direct or distribution relationship in order to increase our value to States and Entities. Insight understands that if our reseller status is withdrawn or reduced, we are required to immediately notify the LSCA explaining the change.

All account team resources offered to NASPO ValuePoint are required to take continuing education through our internal training portal, Insight University, and courses and certification classes offered by our publishers to maintain the highest certifications to meet the various criteria for their areas of specialization. Insight continues to invest heavily in our IT systems to further enhance our already best-in-class software license management tools and develop even greater efficiency in the acquisition and management of licenses for our clients.

We have provided as additional documentation, Insight's Proof of Authorization for our presented software offerings.



Figure 4 Insight is authorized to resell over 18,000 software titles

8.2 Work to reduce costs to obtain publisher products?

Insight Response: Insight will continue to work closely with the NASPO ValuePoint organization, States and Entities to continuously uncover opportunities to reduce both your hard costs and drive efficiencies to reduce your soft costs.

Hard Costs

- **Reporting & Smart Tracker:** Tracking purchases with detail down to individual participant levels allows the States to monitor overall software spend and prevent overbuying of licenses. It affords the States visibility allowing the re-harvesting of unused licenses from budget codes or departments that no longer need them, and reassigning them where they are required. Insight will facilitate the transfer of licenses where software publishers allow them, and where licenses cannot be transferred, we will highlight licenses that can be banked and reassigned within the same entity.
- **SmartTOOLS:** Insight has developed a set of free and fee-based tools that provide robust software asset management for Microsoft specific requirements. For Microsoft Enterprise Agreements we offer full license entitlement reporting. All other publishers are covered under a separate statement of work. Cost savings realized through these tools includes product usage as well as procurement solutions which enhance all participants' ability to re-harvest their licenses.
- **Economies of Scale/ Trend Analysis:** Insight's web solution and hierarchical reporting allows diverse participating States to take advantage of economies of scale. Insight will work with each State's contract administrator to review trending and discuss license program changes that may enhance the State's ability to aggregate purchasing. Insight will provide this examination through the Quarterly Business Reviews and requested scheduled custom reporting.
- **Distributor Relationships:** We have relationships with all of the major distributors such as Avnet, Ingram Micro, Synnex, Tech Data, and Carahsoft. The reason this is important

to NASPO ValuePoint is that it affords Insight the ability to negotiate the lowest cost due to our size and depth of relationships.

- **One off Purchasing:** In the event a publisher offers a product or program opportunity that presents a cost saving to States or Entities outside of the agreed upon criteria in the contract, Insight will bring those opportunities to NASPO ValuePoint and the States/Entities and will participate in a one-off event.

Soft Costs

- **eCommerce:** Utilizing Insight's web-based procurement solution provided to each participant streamlines the order management process and reduces administrative burdens and the resources needed for the entire PO to Invoice Process.
- **Workflow:** Ips.insight.com has full workflow capabilities with approvals that can be set by each participant's governance. By using Insight Workflow, we can help you quickly create a structured workflow solution that your administrators can easily amend as rules change with your organization. Automating internal processes by triggering approval by hierarchy, dollar value, approved items, wild card or any combination eliminates rogue purchasing and accelerates procurement cycles. This process saves time and resources.
- **Strategic Publisher Relationship Team:** Insight has a VP-level team solely dedicated to supporting Insight's publisher relationships. This management team is responsible for defining and executing on our software acquisition, management and relationship development with our software publisher partners. Each key publisher is assigned one or more relationship owners and is backed by a team of technical and licensing resources who focus solely on that publisher's programs and capabilities and support the various technical services that surround the publisher's product set. The benefit to NASPO ValuePoint of these relationships is we can advocate on your behalf for programs and products specific to each State's contract requirements. For example, we can advocate for the creation of an educational license program where the publisher did not have one in place but could benefit the client, based on their volume purchasing.

8.3 How does your Company respond to customer complaints and service issues?

Insight Response:

Insight's ultimate goal is to provide all States and Entities with the highest level of customer satisfaction and maintain our long-term business partnership with both NASPO ValuePoint and all States and Entities that utilize the contract. To maintain this high level of customer satisfaction, Insight has implemented a client service initiative monitored by our Sales Operations Management Team and other internal operations departments to quickly correct any issues that may arise and ensure ongoing client satisfaction. Departments within Insight continuously measure critical client service factors. All issues are tracked and discussed during regularly scheduled meetings to minimize repeat occurrences.

In every case, we will work to promptly resolve any issues that may arise and then work on a long-term resolution only after the issue is resolved and the client is satisfied. Insight uses a wide range of quality methodologies and metrics that depend on the function, process, product, or service that was involved in the complaint.

For account maintenance, ongoing support and account issue escalation, the first point of contact is the Insight Account Executive supporting the specific State or Entity, who provides oversight in tracking issues and ensuring the proper resolution is achieved in a timely manner. Significant

Insight's management philosophy is to empower the people that touch our clients on a daily basis to promptly fix problems and ensure ongoing customer satisfaction.

issues are escalated to the appropriate Insight Management. Resolution plans with timetables and measurable improvement targets will be created for any significant issues.

For issues involving specific publishers, we have publisher Partner Champions on-site to help escalate client issues and drive to resolution. The benefit to the States of these co-funded resources is that we provide the States with direct communication to the publisher to promptly solve any issues.

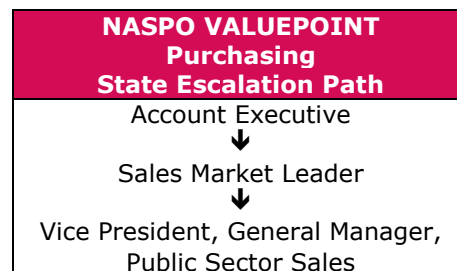
As part of the quarterly business review, Insight will review with the LSCA and State/Entity any critical challenges or unresolved issues and discuss ways we can improve our performance to mitigate issues in the future.

8.4 What is your Company's escalation process?

Insight has read and complies with the requirements stated in section 3.5.2 of the Scope of Work. We will provide all of the required information as well as an escalation path to a senior management level. Below we have outlined the escalation process for review.

Escalation Process & Problem Resolution: Insight's escalation process incorporates personnel from all areas of our business. Should a participating State or Entity experience a lack of expected service, they are encouraged to contact their direct Insight AE, whose information will be listed on the State's dedicated website, immediately so the proper resolution can be achieved in a timely manner. If your AE is not available, then any of the Insight Account Team members assigned to support the contract can be contacted. This team has the same access to resources needed for resolving any issues that may arise. They too, are committed to meeting client needs. Additionally, our Partner Champions assist us with customer issue escalation and resolution, technical product knowledge, and vendor licensing program expertise, and more. The Insight AE or one of the Insight team members will escalate any concerns the client may have to the appropriate Insight manager for prompt problem resolution.

Escalation Path: An escalation path has been established should the LSCA or any State or Entity experience a lack of expected service. The client is encouraged to contact their Insight AE so the proper resolution can be achieved in a timely manner. Issues that are not resolved in a suitable timeframe will be escalated to the appropriate Insight Management team and a resolution plan with timetables and measurable improvement targets will be created as needed.



9. Problem Resolution

9.1 Scenario 1: Describe at least one recent situation where your Company made a major error that resulted in dire consequences for a customer. Detail the error and what changes your Company has made to avoid repeating the error in the future. In this situation, the problem is not solved in time to take care of the customer, and the customer is likely lost.

Insight Response: Insight recently worked with a client to provide a solution that consisted of hardware and software for delivery to U.S. locations as well as nineteen global sites. Our client's need for the hardware and software solutions was critical to completion of a networking upgrade in the worldwide locations. There were issues with delivery to a few of the locations which required specialized customs declarations. In this case, it took an extended period of time to deliver the products to the client and as a result, our client's network upgrade was delayed in those locations.

Mitigation Solution for the Future

To avoid repeating these errors, Insight has engaged experts in global delivery and implemented a strict review process for all global hardware shipments. Due to these actions, we now provide accurate information to our clients to allow them to meet deadlines.

9.2 Scenario 2: Describe at least one recent situation where your Company made a major error that had potential dire consequences for a customer. Detail the error and what was done to correct the situation. To what lengths did your Company go to take care of the customer? What changes (if any) did your Company make to avoid repeating the error in the future? In this situation, the problem is solved in time to take care of the customer, and the customer is likely not lost.

Insight Response: Insight has a contract with a client that requires a custom catalog containing all of the client's company standards. Minimum stocking levels are set by the client and Insight must have the inventory available for immediate configuration in our labs and shipment to the client. Insight is also responsible for coordinating between the client and manufacturer to ensure we provide advanced product discontinuation notification. As the catalog items are used for the client's newly hired employees, the maintenance of this catalog and proper communication with the client on end-of-life product are critical to the success of the client's onboarding of these employees.

Due to staff changes at Insight, the catalog was not maintained properly; stocking levels fell below the levels needed and no stock was available. To mitigate the immediate impact to the client, Insight located product to fill the need, sent it to the client via next day air delivery, and engaged engineers to travel to the client sites for on-site imaging of the machines. This allowed the items to be available for the newly hired employees on their first day.

Mitigation Solution for the Future

To ensure this error is not repeated, Insight formed a team who owns catalog maintenance and communication for this client as well as others. This ensures that the loss of an employee or an absence has no impact on fulfillment of client requirements.

10. Product Return Process

Describe the proposed product return process in the following situations:

10.1 Scenario 1: Product was ordered. The order was filled and shipped correctly. After the order was accepted, AP discovered it ordered the wrong product and wants to return the product.

Insight Response: The return policy for software varies by the software manufacturer. On certain products, manufacturers have explicit return procedures and policies. Since Insight does not manufacture the product, we must adhere to certain procedures established by the respective manufacturer; however, Insight will always work on your behalf to obtain approval for returns whenever possible.

10.2 Scenario 2: Product was ordered. The order was filled and shipped. After the order was accepted, AP discovered the product delivered did not match the product that was ordered. AP would like to return the product.

Insight Response: In the event that Insight made the error, we will remedy the error without question. Insight will assist in its replacement or grant you a credit against future purchases in an amount equal to the original purchase price and freight paid for the product. The client should contact Insight Client Services at 1.800.827.6100 or e-mail

InsightClientServices@insight.com to initiate a return within **15 days** of receipt of the product or for additional information.

Insight's return policy and return material authorization (RMA) Request Form can be found on our website through the following link: **Insight Return Policy**.

11. **SVAR Performance** – Describe the process to be used to track and document the SVAR's performance, to include "Cost Savings" achieved, under this Contract. See Section 3: Scope of Work, Items 3.5.3 and 3.5.4.

Insight Response: Insight's experience as a VAR has taught us that communication is the key for proper account maintenance, continuous improvements, and satisfied clients. As such, we propose utilizing the following tools to meet the requirements set forth in the Scope of Work.

Regularly Scheduled Business Reviews: Insight will conduct Quarterly Business Reviews ("QBR") with the State or Entity. The QBR offers a documented process for assessing the relationship. The QBR summarizes the past quarter's purchases (sales volumes and figures), buying trends/ purchasing trends, accomplishments (sales savings) and initiatives. Insight is capable of and will provide this information by publisher and by entity, as needed. The documentation provided in the QBR provides proactive hard figure statistics about contract activity allowing the State or Entity the ability to understand where IT dollars are being spent. Part of Insight's job as a VAR is to serve as an expert on software licensing programs, thus we will use the intelligence gathered through reporting combined with the information we gather from working with software publishers, to discuss potential cost savings opportunities that can be passed on to the State or Entity.

Paired with the QBR, Insight will conduct Annual Business Reviews with the LSCA and the NASPO ValuePoint organization which will include a summary of annual purchases, usage, and buying trends, and where we will discuss possible revisions of the categorizations of publishers based on this information. On top of sales-specific areas, Insight will be prepared to discuss any service concerns, industry trends, and the overall effectiveness of the contract- providing advice where applicable.

Quarterly and Annual Business Reviews are a forum where all parties involved can discuss, in detail, purchases and buying trends and develop future goals to enhance our partnership. In addition, scheduled business reviews include a discussion about your relationship with Insight, an opportunity to identify areas for improvement, and a chance to rate our performance.

Customer Satisfaction Survey Program: Insight has the infrastructure and processes in place to meet the contract's customer satisfaction survey requirement. Insight conducts client surveys monthly, sending the question set to approximately 6,000 clients on average. Our Business Intelligence organization then consolidates the data to identify trends, areas of strength, and areas of opportunity. In addition, the "comments" clients provide in a text box are reviewed by the appropriate business leaders to implement change to processes, where needed. The client surveys help us uncover areas where Insight has opportunities to improve our services, as well as areas where our processes and practices are effectively serving our clients.

Insight has seen a tremendous improvement in our ability to deliver value to our clients as a result of this program. The formalization of the process and the ability to manage the interactions from a high level have reinforced the role that quality management plays at Insight. In addition, the specific results for each account have uncovered numerous opportunities for Insight to further strengthen our client relationships.



Adobe Systems Incorporated
345 Park Avenue
San Jose, CA 95110
Phone: 408.536.6000

February 4, 2015

Insight
6820 South Harl Avenue
Tempe, Arizona 85283

To Whom It May Concern,

This letter is to confirm that Insight is currently an authorized reseller in good standing and is certified to resell Adobe Software Products and Services, including the Acrobat Professional, Acrobat Standard, Captivate, Capture, Cold Fusion, Cold Fusion Enterprise, and Creative Cloud.

If you have any questions, please feel free to contact Tim Anderson, Government Channel Account Manager at (206) 675-7649 or tianders@adobe.com.

Adobe Systems Incorporated

By: Greg Simpson
Printed Name: Greg Simpson
Title: Director of Finance Asst Controller

Feb 5, 2015



Citrix Partner Authorization Letter

Americas

September 16, 2015

Insight Direct Inc.
6820 S Harl Ave
Tempe, AZ 85283-4318
USA

To Whom It May Concern,

This letter is to confirm that Insight Direct Inc., Org ID 59227HQ, of Tempe, AZ is a Gold Level Citrix Solution Advisor and is authorized by Citrix to resell all Citrix Products and services offerings that are available for resell as well as associated maintenance from April 1, 2015 through March 31, 2016.

Regards,

A handwritten signature in black ink that reads "Donna Buffett". The signature is written in a cursive, flowing style.

Donna Buffett
Director, Americas Inside Channel and Operations
Citrix Systems, Inc.



11/6/2014

To Whom It May Concern:

As of November 2014 Insight Enterprises, Inc. (Insight) holds the following MS authorizations:

- LSP (Licensing Solutions Provider) - allowing Insight to offer the Microsoft Select volume licensing program to end customers
- ESA (Enterprise Software Advisor) - allowing Insight to service and support Microsoft Enterprise Agreements
- ADR (Authorized Device Reseller) - allowing Insight to offer Microsoft devices
- AER (Authorized Education Reseller) - allowing Insight to offer Microsoft academic products to education customers
- SPLA (Service Provider Licensing Agreement) - allowing Insight to offer Microsoft Hosted License Agreements
- GSA Schedule Holder GS-35F-0009U

In addition to reseller authorizations noted above, Insight is a Microsoft Gold Certified Partner. Microsoft Gold Certified Partners are the elite Microsoft Business Partners who earn the highest customer endorsement. Microsoft Gold Certified Partners have passed the highest level of requirements from Microsoft and have demonstrated the most robust, efficient and scalable implementations of Microsoft technologies in demonstrated enterprise customer deployments or an on-site Microsoft assessment. Insight is a Microsoft Gold Certified Partner with expertise in the following tracks:

- Microsoft Gold Certified Partner for Collaboration and Content
- Microsoft Gold Certified Partner for Communications
- Microsoft Gold Certified Partner for Datacenter
- Microsoft Gold Certified Partner for Identity and Access
- Microsoft Gold Certified Partner for Messaging
- Microsoft Gold Certified Partner for Midmarket Solution Provider
- Microsoft Gold Certified Partner for Software Asset Management
- Microsoft Gold Certified Partner for Volume Licensing
- Microsoft Silver Certified Partner for Cloud Platform
- Microsoft Silver Certified Partner for Cloud Productivity
- Microsoft Silver Certified Partner for CRM
- Microsoft Silver Certified Partner for Data Analytics
- Microsoft Silver Certified Partner for Data Platform
- Microsoft Silver Certified Partner for Devices and Deployment
- Microsoft Silver Certified Partner for Small and Midmarket Cloud Solutions

Regards,

Tasha Lowell

Tasha Lowell
Microsoft Senior Partner Operations Manager



September 10, 2015

To Whom It May Concern,

Subject: Confirmation of Symantec Partner Program Membership Enrollment

This serves to confirm that Insight Direct USA, located at: 3480 Lotus Drive, Plano, TX 75075 is a current member of the Symantec Partner Program (SPP), and has been since 1/22/2002.

Insight Direct USA has met the membership requirements of a Symantec Platinum tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

Archiving – Expert
Data Security – Expert
Dynamic Storage and Continuity - Principal
eDiscovery - Principal
Endpoint Management - Principal
Endpoint Security – Expert
Enterprise Backup and Recovery – Expert
Gateway Security – Expert
Mid-Market Backup and Recovery – Expert
Mobility – Expert
Security Monitoring and Management– Expert

Insight Direct USA has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and Insight Direct USA and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Confirmation is as of today's date, 9/10/2015.

Thank you,

A handwritten signature in black ink, appearing to read "John Emard".

John Emard

Sr. Director, Global Channel Operations
Symantec Corporation



VMware, Inc.
3401 Hillview Ave.,
Palo Alto, CA 94304 USA

(650) 427 5000 main
(650) 427-5001 fax

www.vmware.com

September 15, 2015

PARTNER ID NO: 1101293 – Insight Public Sector

To whom it may concern,

VMware, Inc., a Delaware corporation with its principal place of business at 3401 Hillview Ave., Palo Alto, CA 94304 USA ("VMware"), hereby confirms that as of the date of this letter, Insight Public Sector is an authorized Premier Corporate Reseller ("Partner") of VMware. As such, this Partner is authorized to resell and market solutions using VMware products in the United States as per the terms and conditions of the existing agreement between the Partner and VMware.

For VMware, Inc.

Signature: 

Name: Maria Diaz

Title: Sr. Contracts Administrator



November, 19 2015

To Whom It May Concern,

This letter is to verify that the following company is currently a member of the PartnerNet Program at the Gold level.

Insight
6820 S Harl Ave
Tempe AZ 85283-4318

You may also confirm this information on the Partner Locator at the following URL
<https://www.partnernetprogram.com/>.

If you have questions or need additional verification please contact the PartnerNet Help Desk at PartnerNet-Amermicas@novell.com or 800-828-3362.

Regards,

Lona Bullard
PartnerNet Program Specialist
lbullard@novell.com
801.861.2279



Ai Squared

We've got accessibility covered

December 15, 2015

To whom it may concern:

This is to certify that Insight is an authorized Ai Squared Dealer with a U.S. sales territory that excludes the following states; Arizona, California, Hawaii, Idaho, Nevada, Oregon, Utah and Washington. As such, Insight may sell, service and warranty our software/hardware products, ZoomText Magnifier, ZoomText Magnifier/Reader, ZoomText Fusion, ZoomText ImageReader, ZoomText Mac, ZoomText Mac with CamReader, ZoomText Express, the ZoomText Camera and the ZoomText Large-Print Keyboard. Our products are made and distributed at our location in Manchester Center, Vermont, USA.

Regards,

Catherine T. Gettel
Ai Squared
Dealer Network Manager
cgettel@aisquared.com
(802) 362-3612 x114



August 27, 2015

BOZENA KOSTELIC
INSIGHT DIRECT USA INC
6820 S HARL AVE
TEMPE, AZ 85283
Contract ID: 197494

Re: Authorized Status of INSIGHT DIRECT USA INC

Please accept this letter as verification that INSIGHT DIRECT USA INC is currently an Apple Authorized Government Reseller and as such, INSIGHT DIRECT USA INC is authorized to resell Apple Products to Government Customers. Unless terminated earlier, INSIGHT DIRECT USA INC's reseller authorization is valid through **04/30/2017**.

Should you have any questions regarding their authorization, please email the US Contracts Operations team at contracts@apple.com.

Sincerely,

US Contracts Operations
Apple Inc.

Apple Inc
US Contracts Operations
1 Infinite Loop, MS 318-6OPS
Cupertino, CA 95014
contracts@apple.com



12/11/2015

Insight

6820 S Harl Street

Tempe, AZ 85283

Subject: NASPO ValuePoint Software Value-Added Reseller (VAR) Services RFP #ADSP016-00005829

To whom it may concern,

This letter is to certify that Insight is an authorized reseller of Barracuda Networks hardware, software and related services to companies, entities, and education and state/local agencies in AZ. This letter is valid for the duration of the contract unless partnership is terminated.

My contact information is as follows:

3175 Winchester Blvd

Campbell, CA 95008

acannon@barracuda.com

703-743-9068

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Cannon".

Andrea Cannon

Director, Public Sector Channel Sales

3175 Winchester Blvd
Campbell, California 95008
United States
Phone: +1 408 342 5400



520 Madison Avenue
22nd Floor
New York, NY 10022
T +1 800 225-5224
+1 212 310 6222
ca.com

November 13, 2015

To Whom It May Concern:

This letter confirms that as of the date hereof, Insight Direct USA, Inc. ("Reseller") is authorized by CA, Inc. ("CA") to resell certain of CA's products and services to government customers in the United States. This letter of acknowledgement does not include any authorization by CA for Reseller to make claims, representations or commitments on behalf of CA other than CA's standard product specifications and associated warranties available from CA. Any other claims, representations, or warranties by Reseller are solely the responsibility of Reseller.

Sincerely,

A handwritten signature in blue ink, reading 'Tina Ratcliff'.

Tina Ratcliff
Sr. Director, Financial Contracts
CA, Inc.



Cisco Channel Partner Program

Gold Certified Partner

11/07/2014

Amy Loges
INSIGHT DIRECT USA INC
6820 S HARL AVE
Tempe Az 85283
United States

Dear Amy Loges,

Congratulations on your re-certification as a Cisco® Gold Certified Partner.

This designation demonstrates that your company has met the standards for networking competency, service and support, and customer satisfaction. It also demonstrates that you have the technical ability and product knowledge necessary to provide leading-edge Cisco solutions to your customers. We have provided a customized plaque that acknowledges your achievement and can be displayed in your place of business.

By becoming re-certified, you have strengthened your credibility among your customers, established a stronger relationship with Cisco and its sales teams, and have access to a wealth of programs and support services from Cisco. You will be recognized and promoted for your certification level and accompanying specializations on the Cisco Partner Locator tool—the first stop for many customers seeking to do business with a Cisco Certified Partner.

You also have access to the online Partner Sales and Marketing Kit at <http://www.cisco.com/go/partnerkits>, which provides links and information to the many benefits you receive for participating in the Cisco Channel Partner Program. Included in the kit are:

- Partner resources: Materials to help you promote your business, including Cisco Gold logos in various formats, logo usage guidelines, press release templates, and more
- Partner enablement tools: Tools and programs to help you promote your business, including messaging guides, training resources, and a Quick Reference Guide to Partner Enablement

A customized certificate that acknowledges your achievement is also available for a fee. Certificates or additional plaques can be ordered at <http://www.cisco.com/go/partnerkits>.

We hope the contents of this kit prove to be useful in facilitating your marketing efforts and in strengthening your partnership with Cisco. We value the level of commitment you have demonstrated and look forward to continuing a successful partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricardo Moreno".

Ricardo Moreno
Senior Director - Strategy, Planning and Programs
Cisco Worldwide Partner Organization



Dell Marketing, L.P.
One Dell Way
Round Rock, Texas 78682

April 16, 2015

To whom it may concern:

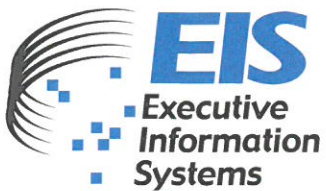
This letter is to confirm that Insight Public Sector is a Dell reseller in good standing and is authorized by Dell to sell the Quest software product line.

If there are any concerns or questions, you may contact me.

Regards,

A handwritten signature in black ink, appearing to read "D. White".

David F. White, Contracts Manager
Dell Marketing, L.P.
David_F_White@dell.com
Round Rock, Texas



December 16, 2015

Insight
6820 S. Harl Ave.
Tempe, Arizona 85283

Attn: Erica Falchetti

Erica,

Executive Information Systems, LLC (EIS) is the authorized reseller / distributor for SAS Software and Services to all government including State and Local Government buyers.

Insight is authorized to purchase SAS products from EIS in support of the NASPO bid.

Please let me know if you have questions.

Sincerely,

A handwritten signature in blue ink that reads "R. Patrick Krause".

R. Patrick Krause
Vice President

PARTNER FINDER

[◀ Back to Partner Search](#)

INSIGHT DIRECT USA

PARTNERSHIP OVERVIEW:

Insight has strong relationships at all levels within EMC. EMC became a fully supported partner in 2009 with Sales of \$10.4M. Sales closed CY2010 at over \$12M. For 2011 EMC will combine their other companies (Data Domain, Iomega, and RSA) into one fo

PARTNER PROGRAMS & TIERS:

Authorized Federal Partner; VSPEX; Solution Provider (Gold)

SOLUTIONS:

Backup & Recovery; Content Management; Document Imaging; Enterprise-Class Storage; Governance & Archiving; Storage

SERVICES:

Services Implement

PRODUCTS:

Avamar; Celerra; Centera; Data Domain; Greenplum Data Computing Appliance; Isilon; NetWorker; PowerPath; RecoverPoint; Symmetrix; VNX; VPLEX; VMware

APPLICATIONS:

Documentum; Informix; MS Exchange; MS SQL; Oracle; SAP; SAS; Siebel; Sybase; Tivoli; VMWare

INDUSTRIES:

Construction; Consumer Products; Discrete Manufacturing; Education; Energy / Oil and Gas; Financial Services; Healthcare/Life Sciences; High Tech; Hospitality; Marketing & Publishing; Media & Entertainment; Process Manufacturing; Public Sector; Retail; Telecommunications; Transportation

HEADQUARTERS

6820 S HARL AVE

Tempe, AK, 85283, UNITED STATES



[VIEW LOCATION ON GOOGLE MAPS »](#)

Global Strategic Partners
Technology Partners
CYA Reseller Partners
[North America](#)
EMEA & APAC

CYA Reseller Partners: North America

CYA Reseller Partners include specialized organizations that understand the complexity and challenges of deploying and servicing ECM systems. They help enterprises optimize ECM system performance and achieve regulatory compliance by offering CYA application-aware solutions along with strategic expertise. These partners are fully certified and trained on CYA solutions, and many offer comprehensive support.

Follow us:    

Partner	Reseller: CYA for EMC Documentum	Reseller: CYA for IBM FileNet P8
Adjacent Technologies		X
Armedia	X	
CENIT	X	
CompuCom Systems	X	X
EDS	X	X
EMC	X	X
IMC		X
Insight	X	X
SWORD, Inc.	X	

Hewlett-Packard Company
501 Page Mill Road
Palo Alto, CA 94304
USA



hp.com

September 17, 2015

Insight Direct USA Inc
Insight Direct
6820 S HARL AVE
City, State, ZIP

To whom it may concern:

Insight Direct USA Inc is an HP Authorized Partner in the US, which includes access to all commercial products – not requiring additional authorization and includes all Open products from an authorized HP US Commercial Distributor, for resale to end user customers in the USA.

Insight Direct USA Inc holds the following additional authorizations:

HP Enterprise Storage [PLS: 3Z, 4F, U, IK, and LM]
HP Business Critical Servers [PLs: 1X, 23, TQ, and TR]
HP Enterprise Networking [I6]
HP Enterprise Storage XP PL: LN
Superdome [PL 1X/12]
HP Qualified Software [PLs 1W 33 4Y 6F 87 9N CM D9 FC FM TE TF U3]
Arcsight
Fortify
Tipping Point
Qualified Supplies Partner Program

Insight Direct USA Inc has been an HP ServiceOne Enterprise Group (EG) and Printing & Personal Systems (PPS) Delivery Partner since 4/30/2003

HP ServiceOne EG and PPS Delivery Partners are authorized to deliver warranty and HP Care Pack Services on HP Personal Systems (such as HP Business PCs or HP Commercial Notebooks), HP Imaging & Printing products (such as HP LaserJet shared printers or HP DesignJet large format printing), Industry Standard Servers, HP Storage and Networking products, provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

HP Point of Contacts for Partner Authorization verification are listed below:

Rebeca Vargas: HPContractsComplianceSupport@hp.com / 1-888-629-6914
Jason Holgreen: HPContractsComplianceSupport@hp.com / 1-888-629-6914

Customers can also locate or confirm partners through the HP Partner Locator at <http://www8.hp.com/us/en/store-finder/index.do>

Sincerely,

A handwritten signature in black ink, appearing to read 'Rebeca Vargas', written over a horizontal line.

Rebeca Vargas.
Hewlett-Packard Company
Americas Contracts and Profiling Operations Manager.



*International Business Machines Corporation
2929 North Central Avenue
Phoenix, Arizona 85012*

July 9th, 2015

Insight Enterprises, Inc

Doing business as

Insight Direct, Inc.

Address

6820 South Harl Avenue
Tempe, ARIZONA 85283
UNITED STATES

Telephone number

+1 480 9021000

Company website

<http://www.insight.com> (opens in a new window)



Company overview *

Insight offers 20 years experience as a single source provider of IT hardware, software, and value-added services. Our experience in providing technology solutions includes • procurement, the most extensive product selection in the industry • deployment of new products • desk side support, • assessment • strategic planning, • enterprise consulting • hot swap program, • asset disposition

- [IBM product, service or specialty](#)
- [Specialties and authorizations](#)

- [Certifications](#)
- [Industry](#)
- [Business Partner type](#)

*IBM product, service or
specialty*

	PureApplication System	Authorized reseller IBM certified
Analytics	Cloud data services	Authorized reseller
Analytics	Cognos	Authorized reseller IBM certified
Analytics	DashDB	Authorized reseller
Analytics	DB2	Authorized reseller IBM certified
Analytics	DB2/IMS z Tools	Authorized reseller
Analytics	Document imaging & capture	Authorized reseller
Analytics	Enterprise Content Management	Authorized reseller
Analytics	Information Integration	Authorized reseller IBM certified
Analytics	Informix/Solid	Authorized reseller
Analytics	Internet of Things	Authorized reseller IBM certified
Analytics	Master Data Management	Authorized reseller
Analytics	Optim	Authorized reseller IBM certified
Analytics	Performance management	Authorized reseller IBM certified
Analytics	Predictive & business intelligence	Authorized reseller
Analytics	PureData	Authorized reseller IBM certified
Analytics	Smarter Cities Operations	Authorized reseller
Cloud	Other	Authorized reseller IBM certified
Commerce	B2B & commerce	Authorized reseller IBM certified
Commerce	B2B Integration	Authorized reseller IBM certified
Commerce	ExperienceOne	Authorized reseller IBM certified
Security	Applications & data	Authorized reseller
Security	Intelligence	Authorized reseller
Security	People	Authorized reseller
Security	Services	Authorized reseller
Services	Systems services	Authorized reseller
Social	SmartCloud	Authorized reseller

IBM product, service or specialty

Social	Social collaboration	IBM certified Authorized reseller
Social	Social mail	IBM certified Authorized reseller IBM certified
Systems Hardware	Power System i/p	Authorized reseller
Systems Hardware	Storage	Authorized reseller IBM Specialty Business Partner IBM certified
Systems Middleware	Application integration middleware	Authorized reseller
Systems Middleware	Cloud & Smarter infrastructure	Authorized reseller IBM certified
Systems Middleware	Digital experience	Authorized reseller IBM certified
Systems Middleware	Enterprise	Authorized reseller
Systems Middleware	Foundation	Authorized reseller
Systems Middleware	Product lifecycle management	IBM certified
Systems Middleware	Pure	Authorized reseller
Systems Middleware	Rational	Authorized reseller
Systems Middleware	Smarter Process	Authorized reseller

[Back to top](#)

Specialties and authorizations
System Storage Specialty

[Back to top](#)

Certifications

Cloud	Security Systems		
	Tivoli Automation		
	Tivoli Enterprise Asset Management	IBM Certified Solution Architect - Cloud Computing Infrastructure V1	2
	Tivoli Storage Management		
Cloud and Smarter Infrastructure	Tivoli Automation	IBM Certified Deployment Professional - Tivoli Netcool/Impact V6.1	1
Cloud and Smarter Infrastructure	Tivoli Enterprise Asset Management	IBM Maximo Enterprise Asset Management Sales Professional v4	1

Certifications

Cloud and Smarter Infrastructure	Tivoli Storage Management	Cloud and Smarter Infrastructure Storage Sales Professional v5	2
Commerce	WebSphere Commerce	IBM Commerce Solutions Selling/Order Mgmt Sales Professional v1	1
Commerce	WebSphere Commerce	IBM Commerce Solutions Supply Chain Mgmt Technical Professional v1	1
Connectivity	B2B Integration	IBM B2B Integration Technical Professional v1	1
Connectivity	B2B Integration	IBM Managed File Transfer Sales Professional v2	1
Enterprise Content Management	IBM Filenet	OmniFind Technical Sales Professional v1	1
Enterprise Content Management	IBM Filenet IM Heritage CM	IBM Certified Solution Designer -- DB2 Content Manager V8.3	1
Enterprise Marketing Management	Enterprise Mktg Mgmt	IBM Enterprise Marketing Management Solution Sales Professional v1	1
Enterprise Marketing Management	Enterprise Mktg Mgmt	IBM Tealeaf Technical Mastery Professional v1	1
IBM Business Analytics	IBM Cognos IBM InfoSphere IM Data Management	IBM Certified Administrator - Cognos 8/10 BI	1
IBM Business Analytics	IBM SPSS Enterprise	IBM SPSS Collaboration and Deployment Services Technical Support Professional v1	1
IBM Business Analytics	IBM SPSS Enterprise IBM SPSS Statistics	IBM Certified Specialist - SPSS Statistics Level 1 v2	1
IBM Business Analytics	IBM SPSS Enterprise IBM SPSS Statistics	IBM SPSS Predictive Analytics Solution Sales Professional v1	1
IBM Collaboration Solutions	IBM Cognos IBM Filenet Lotus Portal Lotus Social SW & Unified Comm	IBM Social Business Solution Sales Professional v1	1
IBM Collaboration Solutions	Lotus Messaging and Collab	IBM Certified System Administrator - Lotus Notes and Domino 8.5	1
IBM Collaboration Solutions	Lotus Social SW & Unified Comm	IBM Certified Associate - Social Software and Unified Communications	2
IBM Collaboration Solutions	SmartCloud for Social Business	ICS SmartCloud for Social Business Sales Professional v1	2
Info Mgmt	Expert Integrated Systems	IBM Information Management Solution Sales Professional v4	1

Certifications

	IBM InfoSphere IBM Optim IM Data Management		
Info Mgmt	IBM InfoSphere	IBM Initiate Master Data Service Support Professional v1	1
Power Systems		IBM Certified Technical Sales Specialist - Power Systems with POWER8 Scale-out V1	1
Rational	Rational Authorized	IBM Certified Deployment Professional -- Rational Portfolio Manager	3
Rational	Rational Authorized	IBM Rational IT Solution Sales Professional v2	1
Security Systems	Security Systems	IBM Certified Associate - Tivoli Identity Manager V5.1	1
Security Systems	Security Systems	IBM Certified Deployment Professional - Security Network Intrusion Prevention System V4.3	1
Security Systems	Security Systems	IBM Certified Deployment Professional - Security SiteProtector System V2.0 SP 8.1	2
Security Systems	Security Systems	IBM Tivoli Internet Security Systems Sales Mastery Test v2	1
System Storage	Storage	IBM Certified Specialist - Enterprise Storage Technical Support V3	1
System Storage	Storage	IBM Certified Specialist - High Volume Storage Fundamentals V3	1
System Storage	Storage	IBM Certified Specialist - Midrange Storage Sales V1	2
System Storage	Storage	IBM Certified Specialist - Midrange Storage Technical Support V3	1
System Storage	Storage	IBM Certified Specialist - Storwize V7000 Technical Solutions V2	2
	Enterprise Mktg Mgmt		
WebSphere	Rational Authorized Security Systems Tivoli Automation WebSphere Core Expert Integrated Systems	IBM MobileFirst Sales Professional v1	1
WebSphere	IBM FileNet WebSphere Businessv5 Process Mgt WebSphere Core	IBM WebSphere Solution Sales Professional	1

Certifications

WebSphere	Expert Integrated Systems WebSphere Core	IBM Certified Developer - WebSphere Application Server Developer Tools V8.5 with Liberty Profile	1
WebSphere	Expert Integrated Systems WebSphere Core WebSphere Business	IBM Certified System Administrator - WebSphere Application Server Network Deployment V8.0	2
WebSphere	Process Mgt WebSphere Core	IBM Certified SOA Solution Designer [2007]	1

[Back to top](#)

Industry

Aerospace & Defense
Automotive
Banking
Chemicals & Petroleum
Consumer Products
Education
Electronics
Energy & Utilities
Financial Markets
Government, Central/Federal
Healthcare
Industrial Products
Insurance
Life Sciences
Media & Entertainment
Retail
Telecommunications
Travel & Transportation

[Back to top](#)

Business Partner type

Managed Service Provider (MSP) - Any Managed Service Provider
Reseller/VAR

[Back to top](#)

* These items have been self-proclaimed by the Business Partner. IBM has not verified the information and IBM is not responsible for the accuracy of the information.



RSA Security LLC.
174 Middlesex Turnpike
Bedford, MA 01730
Tel 781 515 5000
<http://www.emc.com/rsa>

Date: Oct.22.2015

Greetings:

INSIGHT is a Platinum Partner in the RSA SecurWorld™ Program.

RSA SecurID is available for open distribution. Even if INSIGHT has a relationship with an RSA Authorized Distributor, INSIGHT will still be able to purchase and resell SecurID-related products from any RSA Authorized Distributor.

Additionally, INSIGHT is authorized to purchase and resell the following RSA product lines: Authentication Manager/SecurID, Access Manager, Adaptive Directory, Federated Identity Manager, Certificate Manager, Data Protection Manager, Identity Management and Governance, IPV (Adaptive Authentication, Cybercrime Intelligence, Fraud Action), Web Threat Detection, Security Analytics, Registration Manager, Key Recovery Manager, Validation Manager, Archer, DLP and ECAT.

All related RSA products and services are governed by the RSA Shrink-Wrap License Agreement.

Please accept this as a fully executable authorization letter.

Best Regards,
RSA SecurWorld Team



Sophos Inc
3 Van de Graaff Drive, 2nd Floor
Burlington, MA 01803
USA

Tel 781 494 5800
Toll Free 888-767-4679
Fax 781 494 5802

November 11, 2015

Greetings:

This letter confirms that **Insight Enterprises Inc.** is currently authorized by Sophos, Inc. as a partner to purchase Sophos products and services through Sophos authorized distributors, for resale to the agencies, including institutions of higher education.

All related Sophos products and services are governed Sophos End User License agreement License Agreement.

Please accept this as a fully executable Letter of Agency for your purposes.

Respectfully submitted,

Sara Cloutier
Program Manager, NA Channel



250 Brannan Street, 2nd Floor, San Francisco, CA 94117

November, 9th 2015

To Whom It May Concern,

This letter confirms that Insight is authorized to sell Splunk products and services. This letter of authorization is subject to the terms of the Splunk Reseller agreement. Splunk has a right to terminate the agreement at any time.

Regards,

A handwritten signature in blue ink, appearing to read "Dave Henley".

Dave Henley
SLED Partner Account Manager
E: dhenley@splunk.com
C: 832-444-4371



September 10, 2015

To Whom It May Concern,

Subject: Confirmation of Symantec Partner Program Membership Enrollment

This serves to confirm that Insight Direct USA, located at: 3480 Lotus Drive, Plano, TX 75075 is a current member of the Symantec Partner Program (SPP), and has been since 1/22/2002.

Insight Direct USA has met the membership requirements of a Symantec Platinum tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

Archiving – Expert
Data Security – Expert
Dynamic Storage and Continuity - Principal
eDiscovery - Principal
Endpoint Management - Principal
Endpoint Security – Expert
Enterprise Backup and Recovery – Expert
Gateway Security – Expert
Mid-Market Backup and Recovery – Expert
Mobility – Expert
Security Monitoring and Management– Expert

Insight Direct USA has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and Insight Direct USA and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Confirmation is as of today's date, 9/10/2015.

Thank you,

A handwritten signature in black ink, appearing to read "John Emard".

John Emard

Sr. Director, Global Channel Operations
Symantec Corporation

Date: 16th April 2015

To Whom It May Concern

Tender No. :

Subject: Websense Authorised Partner

This letter will serve to confirm that **Insight Direct, Inc** is currently a Websense International Technology Ltd ("Websense") reseller in United States with Platinum DMR level of partnership and such may resell our products, and subject to achieved certification and applicable training may install and provide training and maintenance for our products.

We authorize Insight Direct, Inc. to quote for our products in the above-mentioned tender on our behalf in accordance with Websense's standard International Reseller Terms and Conditions available at www.websense.com/legal.

Our full support is extended to Insight Direct, Inc. to resell, install and provide training and maintenance for our products to End Users in accordance with our current standard Subscription Agreement available at www.websense.com/legal

Sincerely,



Lisa Burns
Websense International Technology Limited

Vendors

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	#
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VENDOR BOUTIQUES	Back to Top
-------------------------	-----------------------------

HP	Intel	Lenovo
Microsoft	V7	

A	Back to Top
----------	-----------------------------

AAXA-PROJECTORS (15)	ABBYY USA SOFTWARE HOUSE INC (72)	ABBYY USA SOFTWARE HOUSE INC - LIC (2)
ABSOLUTE LICENSE (520)	ABSOLUTE SOFTWARE CORP (LA) (10)	ACCELL (244)
ACECAD (32)	ACER - SERVERS (14)	ACCESS HARDWARE SUPPLY (647)
ACER ACCESSORY (3)	ACER AMERICA - DESKTOPS (92)	ACER - TABLETS (41)
		ACER AMERICA - DISPLAYS (87)
		ACER AMERICA - NOTEBOOKS (113)
ACER AMERICA - OPTIONS (119)	ACER AMERICA - PROJECTORS (25)	ACER WARRANTIES & SERVICES (64)
ACER- CHROME PRODUCTS (29)	ACER- THIN CLIENTS (6)	ACRONIS - ACCESS (130)
ACRONIS - CONSUMER (6)	ACRONIS - PHYSICAL (604)	ACRONIS - RENEWALS (261)
ACRONIS - VIRTUAL (178)	ACRONIS CLOUD (71)	ACT! BY SWIFTPAGE (49)
ACTELIS NETWORK INC (1)	ACTIONTEC (45)	ACTIVATIONDESK (130)
ACTIVEPDF (56)	ACTION (4)	ADAPTEC - EMERGING PRODUCTS & ACC (13)
ADAPTEC - RAID (47)	ADDON (8724)	ADDONICS (210)
ADESSO (169)	ADOBE (26)	ADOBE ACADEMIC TLP (18)
ADOBE CLP COMM ENTERPRISE LISC (566)	ADOBE CLP COMMERCIAL (2351)	ADOBE COMMERCIAL TLP (255)
ADOBE TLP (OPEN) (1)	ADOBE VIP COMMERCIAL LICS (2428)	ADOBE GOVT TLP (32)
ADTRAN - NETVANTA IPT (7)	ADTRAN - NETVANTA UC (88)	ADONIT (12)
ADTRAN ACCESSORIES F (116)	ADTRAN ACES E (760)	ADTRAN - BLUESOCKET (200)
ADTRAN GENERAL HARDWARE A, ACN (419)	ADTRAN GENERAL HARDWARE REFURB (27)	ADTRAN - PHONES (24)
		ADTRAN CABLES G (36)
		ADTRAN MV (55)
		ADTRAN NETVANTA INTERNETWORKING B,K (219)
ADTRAN PROCLOUD (150)	ADTRAN REFURB OTHER (21)	ADVANING (65)
ADVENTURE LABS (7)	AEROHIVE (756)	AEROHIVE NETWORKS INC
		DELL (394)
AIC (23)	ALERATEC (50)	ALEVA NATURALS (21)
ALLIED - NET.COVER (174)	ALLIED TELESIS BOX (551)	ALURATEK INC (101)
AMAZON KINDLE (1)	AMBIR TECHNOLOGY (33)	AMC (3259)
AMC OPTICS (437)	AMD (159)	AMER.COM (43)
AMERICAN BATTERY (32)	AMERICAN POWER (LA) (6)	AMPED WIRELESS (91)
AMPLIVOX SOUND SYSTEMS (135)	AMSTRON (13)	AMZER (336)
ANTEC (145)	ANONABOX (4)	ANOVA CULINARY (1)
AOC (39)	ANTHRO (425)	ANYWHERE CART (5)
APC - IMSOURCING (11)	AOPEN - SOLUTIONS (126)	APANI NETWORKS (16)
APG - CONTAINER/SP (13)	APC LA SP (7)	APG (245)
	APP-ACCESSORY CORP	APPDYNAMICS INC (377)
	RUNTASTIC (15)	APPLE - APPLECARE SERVICES (1)
APPLE - EOL SYSTEMS (5)	APPLE - SYSTEMS (28)	APPLE CTO SYSTEMS (1)
APPLE CTO SYSTEMS - STOCK (20)	APPLE IPADS (55)	APPLE IPODS AND APPLE TV (31)
APPLE MINI IPADS (43)	APPLE OPTIONS (51)	APPLE WATCH (58)
APPLE WIRELESS ACCESSORIES (83)	APPLECARE WARRANTY (13)	APPOSITE (85)
	APPROVED MEMORY CORP. (520)	APPSENSE - LICENSING (370)
APPSENSE - TRAINING (8)	APRICORN MASS STORAGE (63)	APPSENSE - SERVICES (31)
		AQUATIC SAFETY CONCEPTS (1)
ARCSERVE (2528)	ARCSERVE - APPLIANCES (138)	ARCSERVE - MSP (60)
ARISTA NETWORKS HARDWARE (121)	ARISTA NETWORKS STOCKING (12)	ARISTA NETWORKS SUPPORT (1)
ARKON (39)	ARMORACTIVE (1)	ARMORACTIVE DIRECTSHIP (44)
ARRAY NETWORKS (286)	ARRIS SOLUTIONS (2)	ARUBA - CARE (8438)
ARUBA - CENTRAL (3)	ARUBA - INSTANT (85)	ARUBA - LICENSING/SOFTWARE (352)

ARUBA - NON INSTANT (323)	ARUBA - RENEWALS (225)	ASANTE (4)
ASTRO GAMING (2)	ASUS - CHROMEBOOK (10)	ASUS - CHROMEBOX (2)
ASUS - COMPONENTS (80)	ASUS - DISPLAY (73)	ASUS - GAMING NOTEBOOK (6)
ASUS - MOTHERBOARDS (198)	ASUS - NOTEBOOK	ASUS - NOTEBOOKS (57)
	ACCESSORIES (63)	ASUS - SYSTEMS (105)
ASUS - TABLETS (71)	ASUS - VGA ATI (16)	ASUS - VGA NVIDIA (35)
ASUSTOR (9)	AT&T (57)	ATDEC (129)
ATEN TECHNOLOGIES (481)	ATLANTIC-PERSONAL & PORTABLE (69)	ATLANTIS COMPUTING (350)
	ATTACHMATE - GSA (21)	ATO (5)
ATTACHMATE (2)	AUDIO TECHNICA -PRO SOUND (150)	ATTACHMATE - VPA (992)
ATTO TECHNOLOGY (106)	AUTODESK E-TAIL VIRTUAL (2)	AUDIO VIDEO FURNITURE (256)
	AUTODESK VAR COMMERCIAL (1)	AUDIOVOX-SATELLITE RADIO (3)
AUGUST HOME (4)	AUTODESK VCP GOVERNMENT (85)	AUTODESK RETAIL BOX (6)
AUTODESK RETAIL VIRTUAL (187)		AUTODESK VCP COMMERCIAL
AUTODESK VCP COMMERCIAL NON ACE (15)	AVER INFORMATION (73)	ACE (680)
AVAYA - IMSOURCING (13)	AVG BOX (11)	AUTOMATIC LABS (2)
AVG - CLOUD CARE (16)	AVG OEM (3)	AUTOTASK (1)
AVG LICENSE (1711)		AVERMEDIA (34)
		AVG GOV (1513)
AVG-ED (2904)		AVG TECHNOLOGIES CANADA (14)
AVOCENT - PROAV MAINTENANCE (26)	AVOCENT - CYCLADES (87)	AVOCENT - PROAV (84)
AVOCENT DIGITAL PRODUCTS (109)	AVOCENT - SECURE PRODUCTS (91)	AVOCENT AND CYCLADES SERVICES (217)
AVOGY (2)	AVOCENT HUNTSVILLE CORP. (125)	AVOCENT SOFTWARE & MAINTENANCE (256)
AXIOM (3517)	AVTEQ (100)	AVUE (35)
AXTON TECHNOLOGIES (67)	AXIS COMMUNICATION INC (679)	AXIS ELICENSING (208)
	AZDEN-PRO SOUND (11)	AZEND GROUP CORP (21)

B

[Back to Top](#)

B+B SMARTWORX (IMC NETWORKS) (698)	BABY (21)	BARCO (590)
BELKIN (288)	BATTERY TECHNOLOGY (901)	BEATS BY DRE - APPLE (67)
BELKIN - WEMO (4)	BELKIN - CABLES (1234)	BELKIN - KVM (67)
BELLO - HOME AV (11)	BELKIN MOBILE (241)	BELKIN-LINKSYS REFURB (8)
	BELLO - HOME THEATER FURNITURE (1)	BEM WIRELESS (1)
BENQ PROAV (3)	BIC-HOME AUDIO/VIDEO (24)	BENQ (202)
BITDEFENDER (706)	BIXOLON (262)	BIRKSUN (9)
BLACK BOX CARTS (176)	BLACK BOX CORPORATION (2995)	BIXOLON AMERICA (2)
	BLACKBERRY GOVERNMENT SALES (32)	BLACKBERRY (41)
BLACKBERRY ACCESSORIES (13)	BLU-BRIGHTPOINT (4)	BLACKBERRY 12 VAS (96)
BLITZCAST NETWORK INC (3)	BMC - FOOTPRINTS (282)	BLACKBERRY GOVT 12 VAS (96)
BLUEBIRD - PIDION LA (2)	BODYGUARDZ (7)	BLISSLIGHTS (7)
BMC-NUMARA LICENSING (12)	BOSCH SECURITY VIDEO (1072)	BLUEANT WIRELESS (12)
BOSCH SECURITY AUDIO (131)	BOSS AUDIO-CAR AUDIO/VIDEO (279)	BMC SOFTWARE (1)
BOSE MOBILE - EW2 (2)	BRAINBOXES (153)	BOSCH SECURITY AL (44)
	BRETTFORD MANUFACTURING (217)	BOSE - HOME AV (1)
BRAIN CENTER AMERICA (2)	BRIGHTSIGN (32)	BOYTONE (15)
BRAWN CONSULTING (9)	BROTHER INTL (SUPPLIES) (439)	BRACKETRON (61)
	BROTHER MOBILE SOLUTIONS (7)	BRANDED LOGISTICS (1)
BRIGHTPOINT NA (2)	BROTHER MOBILE SOLUTIONS HEALTHCARE (5)	BRICKCOM (242)
BROTHER INTL (PRINTERS) (124)	BROTHER RJ4 HARDWARE (17)	BRIGHT COMPUTING (160)
		BROTHER INTERNATIONAL (97)
BROTHER MOBILE SOLUTIONS - TD2000 (23)		BROTHER MOBILE - MEDIA (51)
BROTHER PJ6 HARDWARE (57)		BROTHER MOBILE SOLUTIONS - MEDIA (21)
		BROTHER MPRINT HARDWARE (3)
BRUNTON (1)		BROTHER WARRANTY AND PRINTER MOUNTS (9)
	BUFFALO AMERICAS - CONSUMER NAS (21)	BUFFALO AMERICAS - DAS (44)
BUFFALO AMERICAS INC (142)	BUSLINK MEDIA (187)	BUFFALO AMERICAS - NETWORKING (40)

C

[Back to Top](#)

C2G (1871)	C2G - AUDIO UNLIMITED (1)	C2G - AV LINE (496)
C2G - BULK (60)	C2G - DIGITAL SIGNAGE (82)	

C2G CUSTOM (107)	C2G TRANSCEIVERS (99)	C2G - KVM & NETWORKING (1353)
CA - ERWIN (1143)	CA - NIMSOFT MONITOR (8)	CA - CLOUD (249)
CALERO SOFTWARE (177)	CALRAD (267)	CAD AUDIO (44)
CANON (34)	CANON - ACCESSORIES (40)	CANARY COMMUNICATIONS (22)
CANON COMPUTER SYS. INC. (70)	CANON LASER - CONSUMABLES (95)	CANON COMPUTER (SUPPLIES) (110)
CANON WARRANTIES (112)	CANON-PHOTO VIDEO (77)	CANON USA - PRINTERS (1)
CASE LOGIC-PERSONAL & PORTABLE (269)	CASEEDGE INTL (3)	CANON USA - SCANNERS (74)
CBT SUPPLY (10)	CASIO-COMPUTER (50)	CAPSA - RUBBERMAID HEALTHCARE (72)
CHAMBERLAIN (70)	CCX CORPORATION (36)	CASIO ECR-COMPUTER (10)
CHECK POINT SOFTWARE (118)	CHANNEL SOURCES (205)	CASIO-TELEVISIONS & PROJECTORS (3)
CHECKPOINT (37)	CHECK POINT-CAT SS (288)	CENOIRE (13)
CHERRY HEALTHCARE (24)	CHELSIO COMMUNICATIONS (28)	CHANNEL SOURCES - BUSINESS LOGIC CO (2)
CHIP PC DIRECTSHIP (73)	CHIEF (5513)	CHECK POINT-SMALL APPLIANCE (82)
CISCO - AT&T MSIP (8)	CISCO HW TANDBERG VIDEO (205)	CHERRY (119)
CISCO - CDW ONLY MULTIYEAR SMARTNET (86)	CISCO - CCW LEARNING CREDITS (7)	CHERRY GOVERNMENT (12)
CISCO - EDELIVERY DATA CENTER (160)	CISCO - CISCO CCW SERVICES (21325)	CHIP PC (45)
CISCO - HW CABLES AND TRANSCEIVERS (609)	CISCO - FUSIONSTORM (4)	CISCO HW VIDEO (184)
CISCO - HW EMC EDI (8)	CISCO - HW DATA CENTER SWITCHING (83)	CISCO - ASR9K (32)
CISCO - HW HIGH END ROUTERS (366)	CISCO - HW GATEWAYS AND ACCESS SVRS (12)	CISCO - CCW MULTI YEAR (14904)
CISCO - HW PHYSICAL SEC (SYPIX) (163)	CISCO - HW NETWORK MGMT/IOS (81)	CISCO - EDELIVERY (974)
CISCO - HW STORAGE (141)	CISCO - HW RELICENSING (5)	CISCO - EDELIVERY BORDERLESS NTRKS (1601)
CISCO - HW UNIFIED COMM (2036)	CISCO - HW ROUTERS L/M (1519)	CISCO - HW APP NETWRK SERVICES (64)
CISCO - HW VOICE REFURB (1632)	CISCO - HW SWITCHES CHS (590)	CISCO - HW DIRECT SHIP (117)
CISCO - IMSOURCING (101)	CISCO - HW UNIFIED COMM RESTRICTED (134)	CISCO - HW EMC (1)
CISCO - IRONPORT SERVICE (29)	CISCO - HW WIRELESS (661)	CISCO - HW GDT (10)
CISCO - MERAKI (319)	CISCO - IMSOURCING DS (464)	CISCO - HW GDT BUNDLES (2)
CISCO - SMART CARE (16)	CISCO - IRONPORT SUBSCRIPTION (1557)	CISCO - HW NEXUS (808)
CISCO - SV - SMART CARE (91)	CISCO - PROAV (10)	CISCO - HW OPTICAL NETWORKING (247)
CISCO - SV PACKAGE SERVICES (230)	CISCO - SOURCEFIRE (702)	CISCO - HW ROUTERS - HR (29)
CISCO - UCS (1431)	CISCO - SV - SMART CARE TAKE OVER (107)	CISCO - HW SECURITY (1392)
CISCO CCW SERVICES (8)	CISCO - SV PROMO (673)	CISCO - HW SERVICE EXCHANGE (7)
CISCO SERVICES - CPS (52)	CISCO - TAKEOVER ENTERPRISE SKUS (17220)	CISCO - HW SWITCHES DT (749)
CISCO SMARTNET PSS SHARED SUPPORT (39)	CISCO - UCS BTO (106)	CISCO - HW TAA (60)
CISCO-HP (207)	CISCO DIGITAL MEDIA (72)	CISCO - HW VIDEO CONTENT DELIVERY (49)
CISCO-SCANSAFE RENEWAL (2)	CISCO SMALL BUSINESS 2 (152)	CISCO - HW WIRELESS REFURB (51)
CITRIX - CSP (192)	CISCO SVCS TANDBERG (55)	CISCO - INTERNATIONAL SMARTNET (25)
CITRIX - NETSCALER (61165)	CISCO- EMC CON SERVICES (4)	CISCO - IRONPORT TAKEOVER (34)
	CISCO-HP INTL (158)	CISCO - SMALL BUSINESS PRO (10)
	CITRIX - ACCESS GATEWAY (5472)	CISCO - SV ISV1 (182)
	CITRIX - ESSENTIALS XENSERVR (329)	CISCO - SV DIRECT SHIP (9993)
	CITRIX - TRAINING (106)	CISCO - SV EMC SERVICES (7)
		CISCO - SV SMS-3 (230)
		CISCO - TAKEOVER SMS DOLLAR BASED (340)
		CISCO - UNIFIED COMM DS (8)
		CISCO HW-ENERGYWISE (57)
		CISCO SMALL BUSINESS 3 (43)
		CISCO WEBEX SAAS (2)
		CISCO- INGRAM CPO DS (150)
		CISCO-SCANSAFE CCW (145)
		CITRIX - CALC (15)
		CITRIX - CLOUDSTACK (14)
		CITRIX - KAVIZA (129)
		CITRIX - MISC (1007)
		CITRIX - WORKSPACE SUITE (802)

CITRIX - XENAPP FUNDAMENTALS (19) CITRIX SAAS (708) CITRIX XENDESKTOP (1214) CLOUD PHYSICS (34) COBRA (50) COGNITIVE- MEDIA AND ACCESSORIES (81)	CITRIX - XENMOBILE (77) CITRIX WANSCALER (5433) CLARITY-TELECOM (46) CLOUDBLUE ITAD SVCE (1) COCOON INNOVATIONS (55) COLEMAN-OUTDOOR (24) COMNET (647)	CITRIX COURSEWARE BOOKS (8) CITRIX XENAPP (410) CLEARONE (193) CMS PRODUCTS (44) COGNITIVE (46) COM TRADE LIC SUPPORT (244) COMODO SECURITY SOLUTIONS (1) COMPULOCKS (265) COMQUIP COMMUNICATIONS (36) COMTREND (24) CONAIR HOSPITALITY (19) CONAIR-PERSONAL CARE (141) CONDUSIV TECHNOLOGIES (282) CONFIG 6 (196) CONNECTPRO (45) CONTEX A/S (14) COREL (61) COREL LICENSING ACADEMIC (251) CORSAIR XMS (63) CP TECHNOLOGIES (1540) CRADLEPOINT - WARRANTIES (78) CTL DIRECT SHIP (24) CYBER ACOUSTICS (109) CYBERLINK DIRECT SHIP (40) CYBERNET (394)
COMODO SECURITY SOLUTIONS DS (13) COMTRADE 3-YEAR SUPPORT (85) CONAIR-B STOCK (89) CONAIR-TRAVEL SMART (70)	COMPREHENSIVE CABLE (1011) COMPUTER SECURITY PRODUCT (36) COMTRADE USA (92) CONTROL CORP. (163) CONAIR-CUISINART (24) CONAIR-WARING PRO (5)	
CONDUSIV TECHNOLOGIES LICENSING (270) CONNECTWISE (4) CONVERGENCE (22) COREL - ACADEMIC PRODUCT (10) COREL LICENSING COMMERCIAL (786) CRADLEPOINT (44)	CONFIG 1 (3) CONFIG KIT (1) CONTEX - SPARE PARTS (3) COOLER MASTER USA (118) COREL - GOVT (106) CORSAIR VALUE SELECT (578) CORTADO (28) CRADLEPOINT - ARC (80)	
CRU (668) CTT (LA) (1) CYBER POWER SYSTEMS DS (11) CYBERPOWER SYSTEMS USA (412)	CTL CORP (22) CURTIS INTL. (11) CYBERDATA (86) CYBERLINK USA (CSDC) (17) CYGNETT (86)	

D

[Back to Top](#)

D-LINK BUSINESS PRODUCTS SOLUTIONS (320) DANE ELEC-MEMORY/BLANK MEDIA (35)	D-LINK SERVICE & MAINTENANCE (178) DANNY P (4) DATA LOCKER (30)	D-LINK SYSTEMS INC (149) DA-LITE (1091) DASCOM (81) DATACOMM-CUSTOM INSTALL (39)
DATACORE (247) DATALOGIC (2)	DATACORE SERVICES (15) DATALOGIC ADC - CLASS 1 (104)	DATAGRAVITY INC (16) DATALOGIC ADC - CLASS 10 (45)
DATALOGIC ADC - CLASS 12 (336) DATALOGIC ADC - CLASS 7 (28) DATALOGIC ADC - INACTIVE (33) DATAMATION (9)	DATALOGIC ADC - CLASS 2 (45) DATALOGIC ADC - CLASS 5 (54) DATALOGIC ADC - CLASS 8 (23) DATALOGIC ADC - NOCP (340) DATAMAX - E CLASS PRINTERS (75)	DATALOGIC ADC - CLASS 4 (8) DATALOGIC ADC - CLASS 6 (10) DATALOGIC ADC - CLASS 9 (77) DATALOGIC ADC -CLASS 11 (28)
DATAMAX - M//H/W/MP CLASS (357)	DATAMAX - S-CLASS (14) DATAMAX MEDIA (53)	DATAMAX - LA E-CLASS (1) DATAMAX - LA I-CLASS (1) DATAMAX LA - TPPP (1) DATAMAX-EXT REWINDERS AND MCL SW (4)
DATAMAX-LA SUPPLIES (1)	DATAMAX-LA WARRANTY (1)	DATAMAX-PORTABLE PRINT AND ACCESS (169) DATASTOR (10559) DECODED (2)
DATAMAX-SPARE PARTS AND SERVICES (160) DELL - AVOCENT (7) DELL - IMSOURCING (284) DELL CHROMEBOOKS (8) DELL CTO (30) DELL KACE (4) DELL OPTIPLEX (391) DELL PRINTER ACCESSORIES (317) DELL SOFTWARE - RENEWAL (989) DELL VOSTRO (49) DELL- SOFTWARE CTO (17) DIALOGIC (US) INCBOX (276)	DATARAM (635) DBL (2) DELL - AVOCENT WARRANTY (8) DELL - IMSOURCING DS (1214) DELL CHROMEBOS (1) DELL ESG CTO (16) DELL LATITUDE (387) DELL PERIPHERALS (272) DELL PRINTERS (43) DELL SERVERS (466) DELL TABLETS (22) DELL WARRANTIES (313) DELL- STORAGE (25) DIALOGIC - BUNDLED PRODUCT (2)	DELL - FEDERAL (72) DELL - INGRAM CPO DS (112) DELL COMPELLENT (58) DELL FEDERAL (12) DELL MONITORS (61) DELL PRECISION (259) DELL PROJECTORS (29) DELL SOFTWARE (876) DELL THIN CLIENT HARDWARE (35) DELL- NETWORKING (164) DIALOGIC (US) INC (1148) DIAMOND MULTIMEDIA (17) DIGI INTERNATIONAL (259)

DIGITAL INN-AV CARE & MEDIA STORAGE (4)	DISTINOW (540)	DISTINOW - SVA (64)
DOTWORKZ (44)	DOCKETPORT.COM (27)	DOD TECH (1)
DOUBLESIGHT DISPLAYS	DOUBLE ROBOTICS (3)	DOUBLESIGHT DISPLAYS (56)
DIRECTSHIP (6)	DPI/GPX-PERSONAL & PORTABLE (53)	DRAPER (243)
DREAMBABY (26)	DROBO (108)	DRAPER - DS (444)
DYMO (237)	DYMO CORPORATION (64)	DUVOICE (36)
		DYNASCAN (11)

E

[Back to Top](#)

E-NABLER (17)	EATON (3329)	EATON - DIRECT SHIP (1032)
EHOSTAR - SLING MEDIA (1)	ECO STYLE (26)	ECOMASTER TECHNOLOGY (90)
EDGE TECH (182)	EDGE TECH CORPORATION (1226)	EECOLOR (1)
	EIZO INC. (8)	EIZO INC (94)
	EIZO PHYSICAL SECURITY (5)	ELECTRIC-SPIN (2)
ELEMENT CASE (71)	ELEXA - IBLINKS (6)	ELEXA - LEVELMOUNT (42)
ELGATO SYSTEMS (14)	ELITE SCREENS (378)	ELITE SCREENS DIRECTSHIP (597)
		ELO - ALL-IN-ONE ELITE (89)
ELLI AND NOOLI (4)	ELO (95)	ELO - PRO AV ELITE (1)
ELO - ALL-IN-ONE SYSTEMS (49)	ELO - PRO AV (36)	ELO WARRANTIES & SERVICES (14)
ELO - TOUCHSCREENS (76)	ELO TOUCHSCREENS (LA) (1)	
	ELUNEVISION (53)	ELUNEVISION DS (33)
ELO- ACCESSORIES (166)	EMBARCADERO LICENSING (793)	EMC - INGRAM CPO DS (109)
EMBARCADERO LICENSING (793)	ACADEMIC (67)	ENABLE - IT (20)
ENERGIZER (2)	ENERGIZER-BATTERIES (146)	ENET (642)
ENET - COPPER CABLES (287)	ENET - DIRECT ATTACH CABLES (96)	ENET - FIBER CABLES (255)
	ENET - TRANSCEIVERS (1421)	ENET - MEDIA CONVERTORS (1)
ENET - MEMORY (402)	ENMOTUS INC (20)	ENGENIUS (145)
ENGENIUS TECH VAR (18)		ENSCONCE DATA TECHNOLOGY -DIRECT SHI (1)
	EPADLINK (8)	EPIPHAN SYSTEMS (58)
EP MEMORY (189)	EPSON (SS-MET) (508)	EPSON - ACCESSORIES (555)
EPSON (22)	EPSON - EXTENDED SERVICE PLAN (36)	EPSON - INK JETS (31)
EPSON - DOT MATRIX (9)	EPSON - PROJECTOR ACC & HOME ENT (142)	EPSON - PHOTO IMAGING (36)
	EREPLACEMENT (269)	EPSON - PROJECTORS (63)
EPSON - PHOTO PRINTERS (1)	ERGOTRON (244)	EPSON PRO AV (54)
	ESET - DESLOCK (936)	ERGOGUYS (370)
EQUINOX PAYMENTS (30)	ESET - SUPPORT (29)	ERGOTRON HEALTHCARE (218)
ERGOTECH (190)	EVGA (164)	ESET - INITIAL (3973)
ERGOTRON SERVICES (48)	EVUTEC (69)	ESHIELDS - ISHIELDS (18)
ESET - RENEWALS (1141)	EXCEPTIONAL 3D INC (9)	EVGA - LATIN AMERICA (5)
ETYMOTIC RESEARCH (17)	EZ DUPE-COMPUTER (40)	EXACQ ILLUSTRATE (1)
EVOLIS (17)		EXTRAHOP NETWORKS (219)
EXACQ TECHNOLOGIES (1)		EZNEX INC (1)
EYE-FI - MEMORY (1)		

F

[Back to Top](#)

F5 - BIG (215)	F5 - EVAL (1)	F5 RENEWALS (392)
FABRIQUE (47)	FELLOWES (417)	FIBERLINK (68)
FILEMAKER (13)	FILEMAKER INC. ACADEMIC (5)	FILEMAKER INC. ED VLA (278)
FILEMAKER INC. VLA (268)	FIN ROBOTICS (6)	FIREEYE - CONSULTING/SERVICES (9)
		FIREEYE - RENEWALS (4226)
FIREEYE - HARDWARE (267)	FIREEYE - MANDIANT (374)	FLUIDMESH (80)
FIREEYE - SUB&SUPPORT (6594)	FITBUG (1)	FLUKE NETWORKS - AIRMAGNET (182)
	FLUKE NETWORKS (720)	FLUKE NETWORKS HW-RSERVICES (23)
FLUKE NETWORKS CORE (311)	FLUKE NETWORKS CORE SERVICES (289)	FORESCOUT TECHNOLOGIES (18)
FLUKE NETWORKS VISUAL (694)	FLUKE NETWORKS VISUAL - SERVICES (300)	FORTINET ACCESSORIES (37)
	FORTINET - UCC (19)	FORTINET FEDERAL MID & HIGH END APP (35)
FORTINET (82)	FORTINET FEDERAL	FORTINET MID & HIGH END APPLIANCES (560)
FORTINET BUNDLE RENEWAL & SERVICES (2757)	FORTIGUARD SERVICE (7)	FORTINET TRAINING & PRO SERVICES (15)
FORTINET FEDERAL RENEWAL & SERVICES (151)	FORTINET FEDERAL SME PRODUCTS (39)	FRAMEWORKS SYSTEMS ENGINEERING (10)
FORTINET NFR (5)	FORTINET SME PRODUCTS (455)	
	FOXIT SOFTWARE (29)	
FORTINET UCC SERVICES (33)		

FRONTIER SECURE (16)
FUJITSU COMPUTER
PRODUCTS (2147)
FUJITSU SOFTWARE (24)

FUJIFILM - DIGITAL (45)
FUJITSU CONSUMABLES (112)

FUJIFILM - FILM (69)
FUJITSU IMAGING (SCANNERS)
(43)

G

[Back to Top](#)

GAMEVICE (3)
GEIST (1455)

GEAR HEAD-COMPUTER (214)
GENETEC LICENSING (31)

GEFEN (310)
GENETEC NETWORK SECURITY
(2)

GENEVA (7)
GIANT INTERNATIONAL (32)
GLOBAL MARKETING PARTNERS
(605)
GN NETCOM MOBILE (46)
GOOGLE CHROME FOR WORK
(25)
GRAF & LANTZ CASES (24)
GREENAIR (6)
GUMDROP CASES - DS (153)

GENOVATION (9)
GIGABYTE (217)
GLOBAL MARKETING PARTNERS
- IMCE (52)
GODIRECT (90)
GOOGLE CHROMEBOX FOR
MEETINGS (25)
GRANDTEC USA (22)
GUILLEMOT-VIDEO GAME (62)
GUNNAR OPTIKS (38)

GETWIRELESS (14)
GIZMAC ACCESSORIES (28)
GLOBALSCAPE INC (2004)
GN NETCOM (333)
GOOGLE CHROME FOR EDU (2)
GORILLADIGITAL (20)
GOSCAN (8)
GREEN ONIONS SUPPLY (227)
GUMDROP CASES (38)

H

[Back to Top](#)

HAMILTON BEACH - SMALL
APPLIANCES (1)
HEALTH SECURITY SOLUTIONS
(12)
HEWLETT PACKARD -
WORKSTATION OPTNS (1)
HGST - ENTERPRISE (213)
HGST - IMSOURCING DS (53)
HGST - SINGLE (197)
HGST ELASTIC STORAGE (25)

HAUCK (11)
HAVIS (16)
HECKLER DESIGN (1)

HEXIS CYBER SOLUTIONS (39)
HGST - BRANDED (23)
HGST - FULFILLMENT (3)
HGST - MOBILE (30)
HGST - SSD (629)
HID GLOBAL - FARGO
ELECTRONICS (5556)

HAUPPAUGE (25)
HAWKING (51)
HELVETICA BRAND AMERICA -
SWIZA (2)
HGST - ACTIVE ARCHIVE (2)
HGST - EMBEDDED (58)
HGST - IMSOURCING (40)
HGST - SERVER (46)
HGST - VIRIDENT (150)
HIGHPOINT TECHNOLOGIES (72)
HIPERWALL (4)

HITACHI PROJECTORS (111)

HITACHI PROJECTORS PROAV

HONEYWELL LATIN AMERICA (1)
HONEYWELL MOBILITY (416)
HONEYWELL SERVICES (770)
HONEYWELL SUPPLY CHAIN
PRODUCTS (695)

HONEYWELL PRINTERS (6)
HONEYWELL SOFTWARE (15)

HONEYWELL SCANNING (491)
HONEYWELL SOTI (44)

HOSA-PRO SOUND (247)

HP - IMSOURCING (499)

HP INC LA - CAREPACKS PSG
(3)

HP INC LA - DC POS (2)

HP INC LA - PSG COMM
NOTEBOOKS (1)

HP INC. - CHROMEBOOKS (35)
HP INC. - CONSUMER ENTRY
(13)

HP INC. - CONSUMER MONITOR
(8)
HP INC. - DIGITAL SIGNAGE (42)

HP INC. - CONSUMER
PRODUCTS (28)
HP INC. - DIRECT CONNECT (1)

HP INC. - INK SAP (651)
HP INC. - IPG MFP (72)
HP INC. - LASER ACCESSORIES
(190)

HP INC. - INTL (SAP) (1)

HP INC. - IPG CAREPACKS
(1266)

HP INC. - LASER JET TONERS
(389)

HP INC. - LASER JETS (114)
HP INC. - NSB COMPLEX
SPECIAL (856)

HP INC. - MEDIA SAP (7)
HP INC. - NSB DESKTOPS (969)
HP INC. - NSB DISPLAYS (64)
HP INC. - NSB OPTIONS (607)
HP INC. - NSB THINCLIENTS
(118)

HP INC. - NSB MOBILE WKS
(224)

HP INC. - NSB NOTEBOOKS
(1238)

HP INC. - NSB WORKSTATIONS
(358)

HP INC. - OFFICEJET PRO/ENT X
(25)

HP INC. - PLOTTERS (104)
HP INC. - POS -AMO (1)
HP INC. - POS- CTO BDL (59)
HP INC. - POS- NON SMARTBUY
(31)

HP INC. - POS -OEM (6)

HP INC. - POS -SMART BUY
PERI (46)

HP INC. - POS- SMARTBUY (42)
HP INC. - PROBOOK B (1)

HP INC. - POS- SVS WRNTY (5)
HP INC. - PSG CAREPACKS
(722)

HP INC. - PPS LICENSING (46)
HP INC. - SB DESKTOP
DISPLAYS (73)
HP INC. - SB MOBILE WKS (53)
HP INC. - SB NOTEBOOK
OPTIONS (123)
HP INC. - SB WORKSTATION
DISPLAYS (22)
HP INC. - SCANNERS (37)

HP INC. - SB DESKTOP
OPTIONS (67)

HP INC. - SB DESKTOPS (260)
HP INC. - SB MOBILITY (75)

HP INC. - SB NOTEBOOKS (437)

HP INC. - SB THINCLIENTS (65)

HP INC. - SB WORKSTATION OPTIONS (84)	HP INC. - SB WORKSTATIONS (126)	HP INC. - SERVICES (SAP) (7)
HP- IMSOURCING DS (1654)	HP- INGRAM CPO DS (270)	HP INC. - SMARTBUY PSG (5)
HPE - ARUBA (4)	HPE - BCS (18)	HPE - ARCSIGHT (2)
HPE - BLADE SERVERS (36)	HPE - BUSINESS CLASS STORAGE (680)	HPE - BLADE OPTIONS (229)
		HPE - CAREPACKS (9632)
		HPE - DAYONE CYCLICAL BILLING (1)
HPE - ESOFTWARE (506)	HPE - IP TELEPHONY (23)	HPE - MEDIA 7A (81)
HPE - NETWORKING OTHER (109)	HPE - PROLIANT SERVERS (81)	HPE - SERVER OPTIONS (1923)
	HPE - SERVER SMART BUY (147)	HPE - SERVICE RENEWALS (1)
		HPE - SERVICES CONTRACTS (3)
HPE - SWITCHING (760)	HPE - TIPPINGPOINT (10)	HPE - TOP OF RACK (146)
HPE - VISTA (55)	HPE - WLAN (79)	HPE LA - CAREPACKS ISS CAC (33)
		HPE LA - CAREPACKS NETWORKING PR (244)
HPE LA - CAREPACKS ISS PR (31)	HPE LA - CAREPACKS NETWORKING CAC (244)	HYPERSIGN (43)
HPE LA - CAREPACKS STORAGE CAC (58)	HPE LA - CAREPACKS STORAGE PR (33)	

I	Back to Top
---	-------------

I/O MAGIC CORP (65)	I3INTERNATIONAL (187)	IBM - BRANDED VMWARE (2)
IBM - CTO AND CUSTOM SKUS (1)	IBM - ENTERPRISE STORAGE (1)	IBM - IMSOURCING (98)
IBM - POWER SYSTEM (27)	IBM - INGRAM CPO DS (16)	IBM - MID RANGE STORAGE (41)
	IBM - PURE SYSTEMS SERVICES (24)	IBM - SCE - COMPUTE (23)
		IBM - SERVICE ELITE PAYMENTS (28)
IBM - SERVICEELITE CONTRACTS (449)	IBM EDGE (3)	IBM EDUCATION (3)
IBM LABOR CONTRACTS (24)	IBM GARS-CLOUD BLUE (4)	IBM ISS (92)
	IBM LABOR PSS (1)	IBM MANAGED SECURITY SERVICES (132)
		IBM SOFTWARE - SAAS ENTRY (3)
IBM PCDPS (3)	IBM PURE FLEX SYSTEMS CTO & CUSTOM (13)	IBM SPSS ENTERPRISE (1)
IBM SOFTWARE - SAAS PARTIAL BILLING (3)	IBM SOFTWARE LEV (2)	IBM- IMSOURCING DS (560)
	IBM- ENTRY LEVEL STORAGE (126)	ID TECH (145)
IDEAL IND-CUSTOM INSTALL (66)	IDEAUSA (82)	IGEL AMERICA SERVICES (77)
	IM CHOICE ADVANTAGE - GOVED (2)	IM CHOICE ADVANTAGE - TECH SUPPORT (2)
IM ENGRAVING (2)	IM LINK US (4)	IM MOBILITY TEST SUB 2 (2)
IMAGE MECHANICS (2)	IMATION CORPORATION - COMMERCIAL (11)	IMATION CORPORATION - CONSUMER (4)
IMATION IRONKEY (170)	IMCE SERVICES (10)	IMPULSE POINT DIRECTSHIP (622)
		IMSOURCING - NSP (94)
IMSOURCING (181)	IMSOURCING - DS (2857)	INCIPIO (438)
IMSOURCING - SAMSUNG (25)	IMVIO (9)	INFOLOCK TECHNOLOGIES (36)
INFOCUS (345)	INFOCUS PROAV (10)	INFORTREND (610)
INFORMA SOFTWARE (2)	INFORMA SOFTWARE DIRECT SHIP (22)	INFRAGISTICS (312)
	INGENICO (92)	INGRAM - CPO SYSTEMS DS (138)
INFRASCALE INC DIRECT SHIP (145)		INGRAM CPO IBM (28)
INGRAM CPO DELL (129)	INGRAM CPO HP (273)	INGRAM CPO - OPTIONS DS (26)
INGRAM CPO LENOVO (11)	INGRAM CPO POLYCOM (24)	INGRAM CPO SEAGATE (15)
INGRAM CPO CISCO (140)	INGRAM CPO OPTIONS (30)	INGRAM MICRO GLOBAL TRAINING (107)
INGRAM CPO SYSTEMS (108)	INGRAM MICRO CONTENT CREATION SERVI (1)	INGRAM MICRO TRAINING - JUNIPER (13)
	INGRAM MICRO TRAINING - CISCO (22)	INGRAM MICRO TRAINING - VMWARE (62)
INGRAM MICRO SERVICES, LLC (1)	INGRAM MICRO TRAINING - OTHER (36)	INNOVATION FIRST / RACK SOLUTIONS (374)
INGRAM MICRO TRAINING - MICROSOFT (27)	INNODESIGN INC. (13)	INTEL - ESG (136)
INGRAM MICRO TRAINING HP (95)		INTEL - IMSOURCING (53)
INTEL (79)	INTEL - DESKTOP TRAY CPU (109)	INTEL - NETWORKING (97)
	INTEL - MOTHERBOARDS (12)	INTEL - SPARES/ACCESSORIES (202)
INTEL - IMSOURCING DS (466)	INTEL - SERVER CPU -TRAY (180)	INTEL NETWORKING - QLOGIC/INFINIBAN (177)
INTEL - SERVER CPU (76)	INTEL COMPUTE STICK (3)	INTERMEC ACCESSORIES (248)
INTEL - SSD (124)	INTEL RAID (61)	

INTEL NUC MOTHERBOARDS (35)	INTERMEC DESKTOP PRINTERS (96)	INTERMEC GSA (73)
INTERMEC LA - MEDIA (1)	INTERMEC MEDIA (350)	INTERMEC INDUSTRIAL PRINTERS (203)
INTERMEC MOBILITY (545)	INTERMEC NETWORKING (2)	INTERMEC MOBILE PRINTERS (108)
INTERMEC RFID (81)	INTERMEC SCANNING (136)	INTERMEC PRODUCT LINKS (148)
INTERMEC SOFTWARE (20)	INTERMEDIA (12)	INTERMEC SERVICES (757)
INTUIT (23)	INTERMEDIA PBX TAX (19)	INTERMEDIA (12)
ION-PRO SOUND (48)	INTUIT ACADEMIC (9)	IOGEAR (388)
IPCONFIGURE (5)	IOSAFE (84)	IOSAFE DIRECT SHIP (42)
ISTARUSA (380)	IRIS (36)	ISONAS (68)
	ITSENCLOSURES DIRECTSHIP (46)	IVIDEON GROUP (1)
		IVINA (7)

J	Back to Top
---	-------------

JAEGA SOFTWARE (4)	JARDEN (4)	JATON (32)
JAWBONE (19)	JC TECHNOLOGIES (14)	JELCO (110)
JNL-BOUNTY HUNTER (16)	JNL-NIGHT OWL OPTICS (7)	JUNIPER - CONFIGURATIONS (868)
JUNIPER - IMSOURCING DS (1)	JUNIPER - TRAPEZE (41)	JUNIPER 500/5000 (213)
JUNIPER ACCESS CONTROL (18)	JUNIPER APAC SUPPORT (38)	JUNIPER CONTENT SUBS AND FUNK SBR (678)
JUNIPER CTP (29)	JUNIPER EMEA SUPPORT (3606)	JUNIPER ENTERPRISE ROUTING (333)
JUNIPER EX SERIES SWITCHING (386)	JUNIPER FIREWALL VPN (160)	JUNIPER H/E SW, SRX, BRANCH SRX LIC (302)
JUNIPER IDP (54)	JUNIPER NETWORKING (21)	JUNIPER NEW SUPPORT (3354)
JUNIPER PRO SERVICES (59)	JUNIPER RENEWALS (1714)	JUNIPER SECURE ACCESS LICENSING (362)
JUNIPER SECURE ACCESS PRODUCT (8)	JUNIPER SPI (21)	JUNIPER WLAN LICENSES (55)
JVC-CAMERAS (6)	JUNIPER WX HARDWARE (1)	JUNIPER-IMSOURCING (9)
	JVC-HEADPHONES (123)	

K	Back to Top
---	-------------

KANGURU (135)	KANGURU DIRECT SHIP (166)	KASPERSKY - BOX (8)
KASPERSKY - CONSUMER LICENSING (175)	KASPERSKY - LIC/MAINT (5710)	KASPERSKY - MSP (84)
	KASPERSKY - TRAINING/CONSULTING (15)	KAZAM (6)
KEF AMERICA-HOME A/V (1)	KEMP - DS (458)	KB COVERS (48)
KENSINGTON TECHNOLOGY - MOBILE (119)	KENSINGTON TECHNOLOGY - PROAV (16)	KEMP TECHNOLOGIES (27)
KENSINGTON TECHNOLOGY GROUP (213)	KEYTRONIC (76)	KENSINGTON TECHNOLOGY - SECURITY (105)
KINGSTON (12)	KIDCO (22)	KID LID (6)
	KINGSTON - VALUE RAM (433)	KIDS (13)
KINGSTON MOBILE (67)	KINGSTON PROPETARY (LA) (9)	KINGSTON DIGITAL MEDIA LA (2)
KINGSTON TECHNOLOGY DT & NOTEBOOKS (140)	KINGSTON TECHNOLOGY FLASH (227)	KINGSTON SSD (103)
KINGSTON VALUE RAM (LA) (27)	KINIVO (8)	KINGSTON TECHNOLOGY SERVER (164)
KODAK - EMA SERVICES (69)	KODAK MA SERVICES (398)	KLIPSCH (3)
KODAK SERVICES (114)	KOFAX (213)	KODAK SCANNERS (214)
KONICA MINOLTA - SUPPLIES (141)	KONICA MINOLTA PRINTING (19)	KONFTEL (36)
	KT&C (181)	KOSS-HEADPHONES (95)
		KURIO (2)

L	Back to Top
---	-------------

LACIE (4)	LACIE - PROFESSIONAL (12)	LANCOPE INC (198)
LANCOPE INC. - MAINT AND SUPPORT 3Y (144)	LANCOPE INC. - SRVC AND TRAINING (20)	LANCOPE INC.- MAINT AND SUPPORT (187)
LANDESK - SHAVLIK PRODUCTS (20)	LANDESK GSA (DELL) (2)	LANDESK SOFTWARE (1061)
	LANTRONIX (132)	LANTRONIX DEVICE NETWORKING (56)
LANTRONIX SERVICES (101)	LAVU, INC. (10)	LEAP MOTION (3)
LENOVO - DESKTOP OPTIONS (156)	LENOVO - DESKTOPS (95)	LENOVO - INGRAM CPO DS (5)
	LENOVO - MONITORS (34)	LENOVO - PRO AV (7)
		LENOVO - THINKPADS (293)

LENOVO - SERVER OPTIONS (495)	LENOVO - THINKPAD OPTIONS (318)	LENOVO - THINKSERVER CORPORATE (23)
LENOVO - THINKSERVER TS (197)	LENOVO - X86 BLADES (26)	LENOVO - X86 BRANDED VMWARE (692)
LENOVO - X86 EXPRESS 1&2 SOCKET (51)	LENOVO - X86 MS SOFTWARE (39)	LENOVO - X86 POST WARRANTY SUPPORT (941)
LENOVO - X86 PURE SYSTEMS (338)	LENOVO - X86 PURE SYSTEMS SERVICES (132)	LENOVO - X86 REMOTE TECH SUPPORT (74)
LENOVO - X86 SERVER 1&2 SOCKET (198)	LENOVO - X86 SERVER OPTIONS (2616)	LENOVO - X86 SERVERS (111)
		LENOVO - X86 SERVICE ELITE PAYMENTS (9)
LENOVO - X86 SERVICE PAQS (13)	LENOVO - X86 SERVICEELITE CONTRACTS (120)	LENOVO - X86 SERVICES (1343)
		LENOVO - X86 XSERIES STORAGE (290)
LENOVO CUSTOM TP AND DT (4037)	LENOVO IDEACENTRE (11)	LENOVO IDEAPAD (8)
LENOVO STORAGE CORPORATE (9)	LENOVO RETAIL OPTIONS (27)	LENOVO SERVICES (970)
LENOVO THINKSERV SERVICES (863)	LENOVO STORAGE SERVICES (131)	LENOVO STORAGE TOPSELLER (32)
	LENOVO THINKSTATIONS (13)	LENOVO TOPSELLER DT (415)
	LENOVO TOPSELLER THINKSTATION (88)	LENOVO TOPSELLER TP (974)
LENSEC (122)	LEXIBOOKS (9)	LENOVO- SOFTWARE (1051)
LEXMARK - SERVICES (865)	LEXMARK PARTS (364)	LEXMARK - BPD SUPPLIES (634)
LEXMARK SUPPLIES (257)	LEXMARK TAP SUPPLIES (3)	LEXMARK PRINTERS (1171)
LG - NETWORK ATTACHED STORAGE (29)	LG COMMERCIAL PRODUCTS (108)	LG - EW2 (6)
LG HOSPITALITY (41)	LG WARRANTIES (596)	LG DIGITAL/AUDIO/VIDEO (7)
		LG ELECTRONICS (42)
LIEBERT - EP1 (147)	LIEBERT - EP1 WARR/SERV (169)	LIEBERT - CUSTOM SKU/NON-EDI (15)
LIEBERT - SP1 (59)	LIEBERT - SP1 WARR/SERV (30)	LIEBERT - LES PRODUCTS (396)
LIFEPROOF (48)	LIMINEX INC. - GOGUARDIAN (1)	LIEBERT - SOFTWARE (8)
		LIFENSOU (22)
LINKSYS (161)	LOGIC CONTROLS (131)	LIMITLESS INNOVATIONS, INC. (8)
LOGITECH (LA) (1)	LOGITECH - COMPUTER ACCESSORIES (210)	LOGIC CONTROLS (LA) (1)
		LOOKOUT (29)
		LOREX- OBSERVATION/SECURITY (39)
LULU SOFTWARE (3)	LUMENS INTEGRATION, INC. (16)	

M

[Back to Top](#)

M & A TECHNOLOGY (1)	M&S ACCESSORY NETWORK (40)	MACALLY PERIPHERALS (141)
MAGLITE (56)	MAGTEK (9)	MAD CATZ-VIDEO GAME (169)
MAGTEK I (1)	MAGTEK NR (74)	MAGTEK - MSR READERS (28)
MAKERBOT ACC (156)	MAN&WOOD (8)	MAKERBOT (14)
MAX CASES (55)	MAX CASES DS (8)	MARINER SOFTWARE (14)
MAXELL-HEADPHONES (129)	MAXUS GROUP (2)	MAXELL - BATTERIES (15)
MCAFEE - MSP HARDWARE (1)	MCAFEE ENDPOINT SECURITY CORP (92)	MCAFEE - MSP (34)
	MCAFEE NETWORK SECURITY CORP (633)	MCAFEE ENDPOINT SECURITY GHE (90)
MCAFEE ENDPOINT SECURITY GSA (31)	MCAFEE NETWORK SECURITY SECURE CORP (21)	MCAFEE NETWORK SECURITY GHE (637)
MCAFEE NETWORK SECURITY GSA (213)	MCAFEE PREMIUM SUPPORT AND SERVICES (35)	MCAFEE NETWORK SECURITY SECURE GHE (21)
MCAFEE NETWORK SECURITY SECURE GSA (7)	MCAFEE SECURITY MGMT GHE (17)	MCAFEE RETAIL BOXED PRODUCT (12)
MCAFEE SECURITY MGMT CORP (16)	MECAM LLC (1)	MCAFEE SECURITY MGMT GSA (5)
MCKLEIN COMPUTER CASES (38)	MELISSA & DOUG (39)	MEDIPLAY (7)
		MELLANOX - INGRAM CPO DS (112)
MELLANOX SW (1741)	MELLANOX TECHNOLOGIES (451)	MERAKI - LEGACY (316)
MERU - ENTERPRISE (3)	MERU - ENTERPRISE BRANCH (41)	MERU - ACCESSORIES (41)
	MERU - SOFTWARE (50)	MERU - OUTDOOR ACCESS POINTS (1)
MERU - PRODUCT (221)	METAL WARE - NESCO (58)	MERU - SUPPORT (706)
MERU PROMO (39)	MICRO FOCUS (PREVIOUSLY NETMANAGE) (262)	METRA-CAR AUDIO/VIDEO (2)
METROPOLITAN VACUUM CLEANER CO (19)		MICRON (44)
		MICRON CONSUMER PRODUCTS GROUP (578)

MICRONET (96)	MICROSEMI FTD (37)	MICROSEMI POE SYSTEMS (40)
MICROSOFT (54)	MICROSOFT - OPEN VALUE OFFICE365 E (303)	MICROSOFT - OPEN VALUE OFFICE365 M (8)
MICROSOFT CAMPUS AGREEMENT (3850)	MICROSOFT HARDWARE (87)	MICROSOFT LICENSING GE (353)
MICROSOFT MENTOR MEDIA (36)	MICROSOFT OFFICE PKC (3)	MICROSOFT OPEN ACADEMIC (375)
MICROSOFT OPEN BUSINESS 500+POINTS (344)	MICROSOFT OPEN CHARITY (51)	MICROSOFT OPEN GOVERNMENT (329)
MICROSOFT OPEN VALUE 250 ANNUITY (742)	MICROSOFT OPEN VALUE 250 FULL PAY (515)	MICROSOFT OVS-ES PROGRAM ACAD (159)
MICROSOFT SCHOOL AGREEMENT (464)	MICROSOFT WWF (254)	MICROSOFT- CSP (57)
MICROSOFT- OPEN OFFICE365 E (112)	MICROSOFT- ESD (15)	MICROSOFT- ISV ROYALTY (629)
MIDLAND-2 WAY RADIOS (61)	MICROSOFT- OPEN OFFICE365 M (1)	MICROSOFT- SPLA LICENSING (416)
MIMIO (33)	MILESTONE SYSTEMS (171)	MILESTONE-SANUS (2)
MIO PHYSICAL (1)	MIMIO DIRECTSHIP (30)	MIMO MONITORS (20)
MITAC-MAGELLAN (15)	MIRACLE BUSINESS (79)	MISFIT WEARABLES (32)
MOBILE EDGE (132)	MIZCO-HEADPHONES (40)	MMF (179)
MONBABY (3)	MOBOTIX (679)	MOFF, INC. (3)
MOTIVAIR (284)	MOONLIGHT SLUMBER (10)	MOTA (156)
MS OPEN AZURE (8)	MOTOROLA (47)	MS LA HARDWARE (14)
	MS OV AZURE (12)	MS OV LVL D FULL PAY OPTION (456)
MS- OV LVL D ANNUITY OPTION (650)	MS- OV2.0 ANNUITY OPTION (873)	MS- OV2.0 FULL PAY OPTION (572)
MS-OPEN VALUE SUBSCRIPTION (844)	MSE (105)	MSI COMPUTER (135)
	MSI COMPUTER - NOTEBOOKS (115)	MULTI-TECH SYSTEMS (114)
MW PRODUCTS - MOUNTS (17)	MX LOGIC (424)	MULTI-TECH WARRANTIES (428)

N	Back to Top
---	-------------

NADY-PRO SOUND (139)	NAMSUNG-DUAL-CAR A/V (16)	NANONATION (71)
NANOTECH ENTERTAINMENT (2)	NAVORI INC (49)	NCH SOFTWARE (16)
NCR - SUPPLIES (13)	NCR PRINTERS (7)	NCR REALPOS-CLOSED (44)
NCR REALPOS-OPEN (88)	NCR SSCO KIOSK & SOFTWARE -CLOSED (4)	NCS TECHNOLOGIES, INC. (21)
		NEC DISPLAY SOLUTION - LARGE FORMAT (218)
NEC DISPLAYS (94)	NEC PROJECTORS (124)	NEC PROJECTORS PROAV (97)
NEC WARRANTIES AND SERVICES (557)	NERO SOFTWARE (14)	NEST LABS (1)
NETGEAR BUSINESS CLASS (176)	NETAPP US FOR PR (4)	NETGEAR - BASIC CBU (76)
	NETGEAR CONSUMER (142)	NETGEAR SERVICES (123)
	NETIQ - INFRASTRUCTURE MGMT (140)	NETIQ - SECURITY MANAGEMENT (3)
NETIQ-FEDERAL (4)	NETPATIBLES (748)	NETPATIBLES DS (2901)
NETSCOUT RENEWALS (30)	NETSCOUT TRAINING/SERVICES (3)	NEW POTATO TECHNOLOGIES (2)
NEXGEN STORAGE (28)	NEXGEN STORAGE - SUPPORT (21)	NEXSAN (2)
NIGHT OWL (73)	NIGHT OWL - OBSERVATION & SECURITY (4)	NICELABEL (70)
		NIXEUS TECHNOLOGY (9)
		NORAZZA-AV CARE & MEDIA STORAGE (115)
NOVELL (605)	NOVELL - ALA/SLA (352)	NOVELL - MAINT RENEWAL STANDARD (278)
NOVELL - MEDIA (29)	NOVELL - MLA (55)	NOVELL - NSPP (OEM) (181)
NOVELL - SERVICES (104)	NOVELL - VLA LICENSING (654)	NOVELL-NS LIC EDU (228)
NOVELL-NS LIC NPG (225)	NOVELL-RP MAINT EDU (358)	NOVELL-RP MAINT NPG (414)
NOVELL-RS MAINT EDU (265)	NOVELL-RS MAINT NPG (276)	NOVELL-VLA LIC EDU (621)
NOVELL-VLA LIC NPG (567)	NSP - IMSOURCING DS (1)	NUANCE - ACADEMIC LICENSING (56)
NUANCE - CORP LICENSING (99)	NUANCE - DRAGON MEDICAL BOX (16)	NUANCE - DRAGON MEDICAL LICENSING (26)
NUANCE - GOVT LICESNING (20)	NUANCE - TRAINING (2)	NUANCE DOCUMENT IMAGING - BOX (19)
NUANCE DOCUMENT IMAGING - LICS (160)	NUANCE DRAGON (66)	NUANCE DRAGON MEDICAL POWERMIC (5)
NUMARK INDUSTRIES - ALESIS (5)	NUMARK-PRO SOUND (30)	NUTANIX (24821)
NXG - SPEAKERS (1)	NUTONE-CUSTOM INSTALL (40)	NVIDIA (33)
	NXG SPEAKERS & ACCESSORIES (2)	NXG-MOBILE ACCESSORIES (19)
		NXG-MOUNTS&FURNITURE (1)

O			Back to Top
OBIHAI TECHNOLOGY (23)	ODYSSEY TOYS (16)	OFF-GRID SOLUTIONS (5)	
OGIO - CASES (2)	OKIDATA - ACCESSORIES (123)	OKIDATA - DOT MATRIX (81)	
OKIDATA - PRINTERS (112)	OKIDATA DOT MATRIX ACCESSORIES (32)	OKIDATA SERVICES (748)	
	OKLAHOMA SOUND CORP - DS (53)	OKIDATA SUPPLIES (328)	
OKLAHOMA SOUND CORP (9)	ONKYO-HOME AUDIO/VIDEO (4)	OLLOCLIP (17)	
OMNITRON SYSTEMS (1338)	OPENGear (158)	OLYMPUS (10)	
OPEN TEXT, INC (499)	OPTOMA AUDIO (30)	ONSTAR (1)	
OPTOMA (154)	OTTER/LIFEPROOF FOR APPLE (2)	OPLINK (16)	
ORION AMERICA-TELEVISIONS (17)	OVERLAND STORAGE (964)	OPTOMA PROAV (30)	
OVERLAND - V3 (85)		OTTERBOX (149)	
		OTTERBOX B2B - 10002972 (66)	
		OZOBOT (5)	

P			Back to Top
PALO ALTO AUDIO DESIGN (8)	PANASAS (4)	PANASONIC - HEADPHONES (114)	
PANASONIC ACCESSORIES (993)	PANASONIC ARBITRATORS (86)	PANASONIC BATTERY (51)	
	PANASONIC BROADCAST (126)	PANASONIC FLAT PANEL DISPLAYS (164)	
PANASONIC PANABOARDS (40)	PANASONIC PHYSICAL SECURITY (414)	PANASONIC POS (235)	
		PANASONIC PRINTERS AND SUPPLIES (48)	
PANASONIC PROJECTORS (239)	PANASONIC PROJECTORS - PRO AV (192)	PANASONIC SCANNERS (159)	
PANASONIC TOUGH BOOKS (2518)	PANASONIC WARRANTIES (26)	PANASONIC TELECOM (35)	
PANASONIC-PERSONAL CARE (14)	PANASONIC-CAMERAS (35)	PANASONIC WARRANTY (668)	
	PANASONIC-SMALL APPLIANCES (19)	PANASONIC-MEDIA (3)	
		PANDUIT (1311)	
PARAMETRIC SOUND (12)	PARROT (17)	PARA SYSTEMS DBA MINUTEMAN UPS (180)	
		PATHWAY INNOVATIONS AND TECHNOLOGIE (4)	
PCAMERICA (56)	PEERLESS ET (41)	PEERLESS INDUSTRIES (673)	
PELICAN FLASHLIGHTS (92)	PELICAN PRODUCTS- CASES (274)	PENGUIN COMPUTING (23)	
PENTAX - RICOH IMAGING (125)	PERLE SYSTEMS (1491)	PENPOWER (34)	
PHILIPS - MONITORS (23)	PHILIPS PROJECTORS - XS COMMERCE (7)	PHILIPS (9)	
	PIONEER PRO (6)	PHILIPS SPEECH PROCESSING (13)	
PHILIPS- PERSONAL AND PORTABLE (1)	PLANAR DIGITAL SIGNAGE (390)	PIVOT3 (151)	
PLANAR TOUCH SCREENS (31)	PLANON (15)	PLANAR SYSTEMS, INC. (42)	
PLANTRONICS MOBILE (31)	PLUGABLE TECHNOLOGIES (35)	PLANTRONICS INC (385)	
PNY MEMORY (182)	PNY QUADRO (55)	PLUSTEK (41)	
POCOYO (17)	POIN2 LAB (1)	PNY VIDEO GRAPHICS (18)	
POLYCOM - IMSOURCING DS (224)	POLYCOM - INGRAM CPO DS (14)	POLYCOM - IMSOURCING (39)	
POWERMAX (9)	PREMIER MOUNTS (301)	PORTSMITH (60)	
PRIMERA TECHNOLOGY (PRINTERS) (226)	PRINTRONIX - ALL OTHER (99)	POWA POS (10)	
PRINTRONIX - PRINT CART (2)	PRINTRONIX - THERMAL (182)	PREMIERTEK (162)	
		PRINTRONIX - LINE MATRIX (162)	
PRINTRONIX/TALLYGENICOM MEDIA (295)	PROMISE - WARRANTY (73)	PRINTRONIX/TALLYGENICOM LINE MATRIX (9)	
	PROOFPOINT - HARDWARE (76)	PROMISE TECHNOLOGY (293)	
PROOFPOINT - SECURITY (2119)	PROOFPOINT MAINT/SUP/WARRANTY (4)	PROOFPOINT - INFO GOVERNANCE (1070)	
PTC (8)	PULSE SECURE (39)	PSION LA (3)	
		PSION LA - 2A (6)	
PULSE SECURE - PAR (530)	PULSE SECURE - PROSERVICES (1)	PULSE SECURE - LICENSING (683)	
	PYLE - PRO SOUND (315)	PULSE SECURE - RENEWALS (588)	
PULSE SECURE - SUPPORT (1463)	PYLE-CAR AUDIO/VIDEO (530)	PYLE AUDIO - HOME A/V (94)	
		PYRAMID TIME SYSTEMS (25)	

Q			Back to Top
Q-SEE (116)	QJO INC (3)	QLOGIC (132)	
QLOGIC FABRICCACHE (1)	QLOGIC-SERVICES (85)	QNAP (260)	

QNAP WARRANTIES (663)	QUANTUM - DLT (42)	QUANTUM - DOT HILL (415)
QUANTUM - RENEWALS (977)	QUANTUM ACCS (SSG) (61)	QUANTUM AUTOLOADERS (SSG) (106)
QUANTUM MEDIA AND TAPES (57)	QUANTUM P-SERIES (SSG) (422)	QUANTUM SERVICES (SSG) (1930)
QUANTUM SOFTWARE (1955)	QUARK LICENSING (33)	QUORUM (152)
QVS (554)		

R	Back to Top
---	-------------

RAIN DESIGN (22)	RANIPAK INC (1)	RARITAN - DC TRACK (71)
RARITAN - POWER (947)	RARITAN COMPUTER (342)	RARITAN POWER IQ (86)
RAZER - GAMING (116)	RECOVER (20)	RED HAT (LICENSE) (882)
RED HAT ALLIANCE TRAINING (131)	RED HAT RHX (6)	RED HAT-JBOSS (468)
REDBEAM (55)	RED HAT-RHEV (122)	RED PLANET (2)
RELIABRAND (16)	REFLEXION NETWORKS (6)	RELAMPIT (65)
	RES - RSP SERVICES (61)	RES PROFESSIONAL SERVICES (6)
RES RENEWALS (2)	RES SOFTWARE (129)	RETROSPECT - LICENSING (102)
REVO (75)	REVO AMERICA (108)	REVOLABS (195)
RF-LINK HOME AUDIO/VIDEO (28)	RICOH - A3 SUPPLIES (21)	RICOH LASER (PRINTERS) (306)
RITTAL (1)	RICOH PROJECTORS (47)	RICOH SUPPLIES (228)
	RIVERBED (14)	RIVERBED - EXPENSES/SUPPORT (1)
ROAD MICE (16)	ROBERT BOSCH TOOL - DREMEL (13)	ROCCAT INC (69)
ROCSTORAGE - DS (52)	ROLAND (14)	ROCSTOR (47)
ROYAL SOVEREIGN INTERNATIONAL (78)	RSA SECURITY ANALYTICS (647)	ROSEWILL (194)
RSA - ARCHER (1939)	RSA - AVEKSA (258)	RSA - ADAPTIVE AUTHENTICATION (656)
RSA - PDP - G (145)	RSA - SERVICES (506)	RSA - NETWITNESS (462)
		RSA - SERVICES & CONSULTING (35)
RSA - VIA (569)	RSA ENVISION (770)	RSA SECURITY (1672)
RSA SECURITY - DLP (319)	RSA SECURITY - OPEN (175)	RSA SECURITY HARDWARE (7)
RTA PRODUCTS (17)		

S	Back to Top
---	-------------

SABRENT (197)	SAKAR KIDS (25)	SAMSUNG - AV ACCESSORIES (4)
SAMSUNG - CONSUMER TABLETS (41)	SAMSUNG - CONSUMER TV (41)	SAMSUNG - DI (2)
SAMSUNG - SSD MEMORY (2)	SAMSUNG - PRO AV (90)	SAMSUNG - SD MEMORY (69)
	SAMSUNG - TABLET ACCESSORIES (32)	SAMSUNG ELECTRONCS AMERICA INC (2)
SAMSUNG HOSPITALITY LCD (46)	SAMSUNG INFORMATION SYSTEMS (48)	SAMSUNG LARGE FORMAT (130)
SAMSUNG MONITORS (1)	SAMSUNG NOTEBOOKS (20)	SAMSUNG MEMORY (34)
		SAMSUNG PRINTER CONSUMABLES (139)
SAMSUNG PRINTER HARDWARE (45)	SAMSUNG TABLET (62)	SAMSUNG WARRANTIES AND SERVICES (446)
SAMSUNG WLAN (14)	SAMSUNG WLAN - LICENSES AND SERVICE (3)	SAMSUNG- HOME APPLIANCE (48)
SAMSUNG-DAV (5)	SAMSUNG-GALAXY GEAR 2 (1)	SANDISK (230)
SANDISK AAFES (4)	SANDISK BULK (6)	SANDISK CORPORATION (76)
SANDISK MOBILE (85)	SANDY LISA (21)	SANGEAN-PERSONAL & PORTABLE (73)
		SAP - DATABASE & TECHNOLOGY (1063)
SANS DIGITAL (178)	SANS TECHNOLOGY (134)	SAPPHIRE (76)
SAP BUSINESS OBJECTS (3)	SAP BUSINESS OBJECTS LICENSING (323)	SATO - CLASS 20 (488)
SATO - CLASS 30 (217)	SATO - CLASS 35 (435)	SCALA (86)
SCALE COMPUTING (296)	SCANNX - HARDWARE (6)	SCANNX - LICENSING (31)
SCANSAFE SERVICES, LLC/CISCO (136)	SCHNEIDER ELECTRIC IT - CONTAINER (125)	SCHNEIDER ELECTRIC IT - DIRECT SHIP (597)
SCHNEIDER ELECTRIC IT - WARRANTY (694)	SCHNEIDER ELECTRIC IT USA (1649)	SCHNEIDER ELECTRIC IT-ISX DELL ONLY (20)
SDI TECHNOLOGIES-PERSONAL & PORTABL (2)	SDJ TECHNOLOGIES - MONSTER (3)	SEAGATE - DATA RECOVERY (12)
SEAGATE - ESG (178)	SEAGATE - ESG SINGLE (237)	SEAGATE - IMSOURCING (92)
		SEAGATE - NSG (17)

SEAGATE - IMSOURCING DS (91)	SEAGATE - INGRAM CPO DS (12)	SEAGATE - NSG SINGLE (19)
SEAGATE - PSG SINGLE (58)	SEAGATE - RETAIL (132)	SEAGATE - PSG (63)
SEAGATE CSS (3)	SEAGATE LACIE (106)	SEAGATE - SAMSUNG (4)
		SECURE CHANNELS INC DIRECT SHIP (85)
SEH TECHNOLOGY (22)	SEIKI LLC (2)	SEIKO INSTRUMENTS (52)
SENECA DATA (237)	SENNHEISER (182)	SHARP AQUOS/CONSUMER WARRANTY (32)
		SHERWEB INC (46)
SHARP ELECT - LARGE FORMAT DISPLAYS (63)	SHARP WARRANTIES (23)	SHORETEL - SPECIAL (3)
SHUTTLE COMPUTER (53)	SHORETEL - P1 (1)	SIIG INC (533)
SIIG-PROAV (197)	SIGNAGELIVE (64)	SILVER PEAK - M&S (1017)
SILVER PEAK - PRIMARY (451)	SILEX TECHNOLOGY (14)	SILVER PEAK DELL (13)
SIMA-PHOTO VIDEO (74)	SILVER PEAK - UNITY EC (46)	SKYTEX TECHNOLOGY (16)
SMART (8)	SKB PRODUCTS - SGC (132)	SMK-LINK (46)
SMS AUDIO - HEADPHONES (12)	SMK (GYRATION/MOVEA) (14)	SMK MOBILE (88)
SOCKET MOBILE - ACCESSORIES (84)	SMT (1)	SOL REPUBLIC (30)
	SOCKET MOBILE - WARRANTY & SERVICES (3)	SOLARFLARE COMMUNICATION (102)
		SONICWALL - HARDWARE (197)
SOLERATEC (41)	SOLIDFIRE (51)	SONICWALL - SOFTWARE (1089)
SONICWALL - NSA HARDWARE (37)	SONICWALL - NSA LICENSING (441)	SONICWALL NFR AND HA PRODUCTS (12)
		SONY - PHOTO VIDEO (1)
SONNET TECHNOLOGIES (198)	SONY - DI VIRTUAL WARRANTIES (49)	SONY -MEDIA (28)
	SOPHOS INC MSP (31)	SOPHOS MAINT SUPPORT (84)
SONY ELECTRONICS (13)	SOPHOS MM ENT UTM (2739)	SOPHOS MSP (542)
SOPHOS MM ENT NON UTM (2862)	SOPHOS PRO SERVICES (38)	SOPHOS SMB NON UTM (10229)
SOPHOS SMB UTM (3988)	SOURCEFIRE (1391)	SPARKLE POWER (57)
SPECK (169)	SPECO	SPIN MASTER (41)
	OBSERVATION/SECURITY (8)	SPRACHT (18)
SPRINT SPECTRUM L.P. (19)	SQUARE, INC. (1)	STADIA MEDIA LLC (11)
STAR MICRONICS (197)	STAR MICRONICS NC_NR (230)	STAR MICRONICS SPARES (36)
STAR MICRONICS-SVC (22)	STARTECH.COM (2565)	STEELSERIES (67)
STEREN-CUSTOM INSTALL (818)	STM BAGS (65)	STORIX (90)
STRATO SCALE (2)	SUMMER INFANT (98)	SUPERMICRO (3639)
SUPERMICRO COMPUTER INC (344)	SUPERSONIC INC. (1)	SURGEX (59)
SWANN PROFESSIONAL (31)	SWAIVE (1)	SWANN (66)
SYMANTEC - APPLIANCE (89)	SYBA (345)	SYMANTEC (15)
	SYMANTEC - OEM (7)	SYMANTEC - VERISIGN LICENSING (1269)
		SYMANTEC CLOUD SERVICES (55)
SYMANTEC AUTHORIZED EXPRESS CORP (10)	SYMANTEC AUTHORIZED REWARDS (2)	SYMANTEC EXPRESS
SYMANTEC END POINT MGMT REWARDS (1)	SYMANTEC ENTERPRISE TRAINING (34)	LICENSING (CORP) (2713)
SYMANTEC EXPRESS	SYMANTEC EXPRESS	SYMANTEC LA - PUERTO RICO (1)
LICENSING- ACAD (2319)	LICENSING- GOVT (1579)	SYMANTEC REWARDS
SYMANTEC LICS (LA) (7)	SYMANTEC MEDIA (37)	LICENSING PROGRAM (7590)
		SYMANTEC- EXSP LICENISNG PROGRAM (268)
SYMANTEC SPECIAL PROGRAMS (83)	SYMANTEC TRAINING/TECH SUPPORT (192)	SYMANTEC/AMAZON (1)
SYMANTEC- INSTALLMENT (7)	SYMANTEC-SEP. CLOUD. ML (480)	SYMBOL - ALL OTHER (10)
		SYMBOL IMC - 3RD PARTY (14)
SYMBOL ADC - 1C (20)	SYMBOL DC - IA (426)	SYMBOL IMC-8580/8590 & OEM SCANNERS (11)
SYMBOL IMC - CONFIGURED TERMINALS (126)	SYMBOL IMC - ISERV SERVICES (150)	SYMBOL MC - 1A (362)
SYMBOL IMC-PERIPHERAL & ACCESSORIES (80)	SYMBOL IMC-SW LICS AND MAINTENANCE (1)	SYMBOL MC - 1A D/S (38)
SYMBOL MC - 1B (25)	SYMBOL OEM - 4A (1)	SYMBOL RF - 1A (7)
SYMBOL SV - 3A (1461)	SYMBOL SV - 3B (96)	SYMBOL WI - 1D (104)
SYMBOL WI - 1E (167)	SYMBOL WLAN - 1F (170)	SYMBOL WLAN - 1F D/S (32)
SYMBOL-MOTOROLA LA (3)	SYNOLOGY (96)	

T

[Back to Top](#)

T-MOBILE (3)	T1 VISIONS (17)	TABLET EXPRESS (30)
TANDBERG / EXABYTE - SSP (61)	TANDBERG DATA - LTO (94)	TANDBERG DATA CORP (20)
TARGUS MOBILE (116)	TANGENT (24)	TARGUS (344)
TECHNO SOURCE (28)	TARMIN, INC. (43)	TECHLINK INTERNATIONAL (63)
TEK-REPUBLIC DIRECT SHIP (2)	TEGILE SYSTEMS (869)	TEK-REPUBLIC (17)
	TEKLYNX (699)	TELSTAR (8)

TELY LABS (16)	TENABLE NETWORK (354)	TENABLE NETWORK - RENEWAL (116)
TENABLE SECURITY CENTER NEW (481)	TENABLE TRAINING (37)	TENABLE-SECURITY CENTER RENEWAL (159)
TIC (35)	TICKERCOM (20)	TIMBUK2 - CASES (14)
TMAXSOFT (60)	TMS (1)	TOFFEE INTERNATIONAL PTY LTD (8)
TOP & TECH (54)	TOPAZ SYSTEMS (14)	TOSHIBA - BTO (3)
TOSHIBA - IMSOURCING (21)	TOSHIBA - IMSOURCING DS (7)	TOSHIBA - NOTEBOOK ACCESSORIES (31)
TOSHIBA - SERVICES (84)	TOSHIBA HARD DRIVES (16)	TOSHIBA RETAIL (1)
TOSHIBA SYSTEMS (30)	TOSHIBA TABLETS (1)	TOTAL MERCHANT SERVICES (1)
TOTAL TRAINING (36)	TOUCHFIRE, INC. (2)	TOUCHSYSTEMS (78)
TOYS (1)	TP LINK (230)	TPG (16)
TRANSCEND (702)	TRANSITION NETWORKS (1351)	TREND MICRO - ACAD / GOVT (1097)
TREND MICRO - BOX (8)	TREND MICRO - DEEP SECURITY (350)	TREND MICRO - DEEP SECURITY CLOUD (14)
TREND MICRO - HARDWARE APPLIANCE (35)	TREND MICRO - LICENSING (1209)	TREND MICRO - MSP (654)
TREND MICRO MAINTENANCE (1390)	TREND MICRO S1 (502)	TREND MICRO - PREMIUM SUPPORT (618)
TRIDENT CASE (373)	TRIPLETT-BYTE BROS (11)	TRENDNET - BUSINESS CLASS (312)
TRIPP LITE - PRO AV (108)	TRIPPLITE (5)	TRIPP LITE (2918)
TRYTEN (78)	TURTLE BEACH SYSTEMS (55)	TROY JAMES BOYS (20)
		TWELVE SOUTH (77)

U	Back to Top
----------	-----------------------------

UBIQUITI NETWORKS (176)	ULTRABAC SOFTWARE (116)	ULTRALIFE BATTERIES (4)
UNCAGED ERGONOMICS (8)	UNIDEN - OBSERVATION & SECURITY (20)	UNIDEN 2-WAY RADIO (52)
UNIRISE USA (306)	UNITECH (49)	UNIFORM INDUSTRIAL CORPORATION (32)
UNITECH - ALL TERMINALS (107)	UNITECH AMERICA LA/MEX (1)	UNITECH - ALL ACCESSORIES (77)
UPLOGIX (17)	UPPER DESK, INC. (2)	UNYPOS INTERNATIONAL (1)
US ROBOTICS - ACCESSORIES (10)	US ROBOTICS - BRANDED DESKTOP (40)	URBAN FACTORY (203)
		UTILITY ASSOCIATES (410)

V	Back to Top
----------	-----------------------------

V2 TECHNOLOGIES DIRECT SHIP (511)	V7 (13)	V7 AUDIO (31)
V7 MEMORY (64)	V7 HUBS AND CARD READER (4)	V7 KEYBOARDS & MICE (27)
	V7 MOBILITY ACCESSORIES (107)	V7 LCD MONITORS (14)
V7 POWER (14)	V7 PROJECTORS (188)	V7 MOUNTS AND STANDS (6)
V7 SECURITY ACCESSORIES (4)	V7 TONER (510)	V7 NOTEBOOK CARRYING CASES (51)
V7-BATTERIES (164)	V7-CABLES (146)	V7 SCREEN FILTERS (28)
VALKEE OY (4)	VANGUARD (23)	V7 WEB CAMS (2)
VEEAM - CLOUD (1)	VEEAM HOSTING (46)	V7G-REFURBISH (21)
VEEAM SOFTWARE (526)	VEEAM SOFTWARE - LATAM (2)	VAULT LOGIX (4)
VEEAM SUPPORT (372)	VERBATIM CORPORATION (692)	VEEAM INTERNAL USE (33)
VERITAS - CLOUD (579)	VERITAS BACKUPEX - RENEW (200)	VEEAM SOFTWARE - RNWL (277)
VERITAS BUYING PROGRAMS - RENEWAL (115)	VERITAS EXSP (205)	VERIFONE (144)
	VERITAS SPECIAL PROGRAMS (24)	VERITAS BACKUPEX NEW (551)
VICTORINOX SWISS ARMY, INC. (47)	VIEWSONIC (140)	VERITAS BUYING PROGRAMS - NEW (7998)
VIEWSONIC VA (19)	VIEWSONIC LFD (80)	VERITAS HARDWARE (2367)
	VIEWZ (59)	VERITAS- BOX (126)
VIOLIN MEMORY (83)	VISION SYSTEMS - GEOVISION (627)	VERS (4)
VISIONTEK (205)	VISUAL LAND (128)	VIEWSONIC DISPLAYS (354)
		VIEWSONIC PROAV (6)
		VINPOWER DIGITAL DIRECTSHIP (275)
		VISIONEER (SCANNERS) (58)
		VISIONEER SCANNERS (196)

VIVITEK (136)	VIVOTEK (310)	VISUAL LAND DIRECT SHIP ONLY (3)
VIZIO - HOME AV (27)	VIZIO - WARRANTIES (6)	VIZIO (1)
VMWARE - FEDERAL RENEWAL (8)	VMWARE - FEDERAL SUPPORT (4)	VMWARE - FEDERAL (3)
VMWARE LICENSING (1)	VMWARE PROF SERVICE (221)	VMWARE - LICENSING (4095)
VMWARE VSPP (109)	VOXX - ACCESSORIES (143)	VMWARE - VCHS (9)
VPN DYNAMICS (12)	VS-NETWORKS (7)	VMWARE RENEWAL (43)
VTECH (35)	VULCAN ELECTRONICS (18)	VOXX AUDIO VIDEO (1)
		VSN MOBIL (21)
VUPOINT SOLUTIONS (16)	VXI (15)	VULCAN ELECTRONICS- DIRECT SHIP (1)
		VXI - TELEPHONY (2)

W	Back to Top
----------	-----------------------------

WACOM (4)	WAHL APPLIANCES (38)	WARRENTech-WARRANTEES (216)
WASP BARCODE TECHNOLOGIES (37)	WASP FAST START/SILVER PARTNERS (102)	WASP GOLD PARTNERS (62)
WATCHGUARD - RENEWALS (1)	WATCHGUARD - VIRTUAL SOLUTIONS (146)	WASP PLATINUM PARTNERS (326)
WATCHGUARD SOHO SERVICES (9)	WATCHGUARD TECHNOLOGIES (108)	WATCHGUARD SERVICES (979)
WATCHGUARD XTM HARDWARE (138)	WATCHGUARD XTM LICENSING (260)	WATCHGUARD SOHO & SOFTWARE (29)
WAVELINK (46)	WD - CUSTOM (34)	WATCHGUARD TECHNOLOGIES INC (287)
WEBSense SERVICES (727)	WEBSense TRITON HARDWARE (94)	WAVE SYSTEMS (520)
WEBSense TRITON SUPPORT (2)	WEBTRENDS - LICENSING (841)	WAVE SYSTEMS - SAFEND (295)
WEIGH-TRONIX (34)	WEPRESENT (4)	WD ARKEIA - SOFTWARE (51)
WESTERN DIGITAL - AV (8)	WESTERN DIGITAL - AV SINGLE (21)	WEBSense TRITON SOFTWARE (52568)
WESTERN DIGITAL - IMSOURCING (66)	WESTERN DIGITAL - LICENSES (1)	WEDGE NETWORKS-DIRECT SHIP (99)
WESTERN DIGITAL - RETAIL (73)	WESTERN DIGITAL-IMSOURCING DS (61)	WESTERN DIGITAL - SMB (36)
WESTERN DIGITAL-ENTERPRISE (16)	WESTERN DIGITAL-ENTERPRISE SINGLE (21)	WESTERN DIGITAL - DESKTOP (35)
WESTONE (37)	WHISTLER-CAR AV (59)	WESTERN DIGITAL - NETWORKING (25)
WIDGETEER INC. (25)	WINE ENTH-SMALL APPLIANCES (47)	WESTERN DIGITAL-DESKTOP SINGLE (34)
WIPLABS DESIGNS (10)	WONDER WORKSHOP (6)	WESTERN DIGITAL-MOBILE (13)
WORRYFREE GADGETS (127)	WOVENMEDIA (3)	WESTERN DIGITAL-MOBILE SINGLE (17)
WYSE LICENSING & SERVICES (117)	WYSE TECHNOLOGY (WINTERM) (959)	WHITECANYON SOFTWARE (21)
		WINNOV (12)
		WINSTON INTERNATIONAL DIRECTSHIP (48)
		WORKSPOT (8)
		WOWWEE (30)

X	Back to Top
----------	-----------------------------

X1 DISCOVERY (83)	XEROX - COLOR PRINTERS (151)	XEROX - MONO PRINTERS (101)
XEROX ESERVICES (308)	XEROX SUPPLIES (415)	XEROX A3 (240)
AFX (76)	XIAMEN - TRAVEL TEK TABLETS (2)	XEROX SUPPLIES A3 (174)
		XIRRUS (439)

Y	Back to Top
----------	-----------------------------

YCAM (1)	YES TO (17)
----------	-------------

Z	Back to Top
----------	-----------------------------

ZAGG (211)	ZAGG INC - IFROGZ (82)	ZCOVER (543)
ZDI (53)	ZEBRA - 105 SERIES (20)	ZEBRA - CUSTOM MEDIA (135)
ZEBRA - DESKTOP (149)	ZEBRA - HC 100 SERIES (5)	ZEBRA - KIOSK PRINTERS (90)
	ZEBRA - MEDIA (597)	ZEBRA - MOBILE (315)

ZEBRA - KIOSK PRINTERS MEDIA (1)	ZEBRA - PAX (28)	ZEBRA - RFID (59)
ZEBRA - WRISTBANDS MEDIA (73)	ZEBRA - SERVICES (1507)	ZEBRA - SPARE PARTS (626)
ZEBRA CARD - I SERIES YMCKO (1)	ZEBRA - XI SERIES (107)	ZEBRA - Z SERIES (34)
ZEBRA CARD - UPGRADE KITS (13)	ZEBRA - ZT200 SERIES (76)	ZEBRA /SYMBOL DC-1A (LA) (7)
ZEBRA CARD CATEGORY B (36)	ZEBRA CARD - RFID/UHF/OTHER CARDS (9)	ZEBRA CARD - SECURITY LINE (7)
ZEBRA/SYMBOL RF-1A (LA) (2)	ZEBRA CARD C SERIES YMCKO (2)	ZEBRA CARD CATEGORY A (115)
ZEMI AUDIO (2)	ZEBRA CARD PRINTERS (133)	ZEBRA CARD SPARE PARTS (8)
	ZEBRA/SYMBOL WI-1F (LA) (7)	ZEBRACARD (ELTRON) (14)
	ZENTERA SYSTEMS (8)	ZERODESKTOP DBA NCOMPUTING (56)
ZHONE TECHNOLOGIES INC (176)	ZHONE TECHNOLOGIES SERVICES (1)	ZINGARR- TABLETS (1)
ZOOM TELEPHONICS (36)	ZOOMSWITCH (8)	ZOMM (4)
ZUBIE (1)	ZVOX AUDIO - EW2 (1)	ZOTAC (70)
		ZYXEL (421)

#	Back to Top
---	-------------

365 SERVICES (26)	3D SYSTEMS (192)	3M - OPTICAL SYSTEMS DIVISION (164)
3M - WORKSPACE SOLUTIONS (168)	3M TOUCH SCREEN (23)	3M VISUAL SYSTEMS DIVISION (2)
3SIXTY INDUSTRIES (1)	4SIGHT (18)	4XEM (429)
5 NINE SOFTWARE (32)		

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	#
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Embarcadero	Lifeboat Services	PGI - The Portland Group	Strata	



SYNNEX CORPORATE 2015 LINE CARD

Corporate Headquarters

Fremont, California

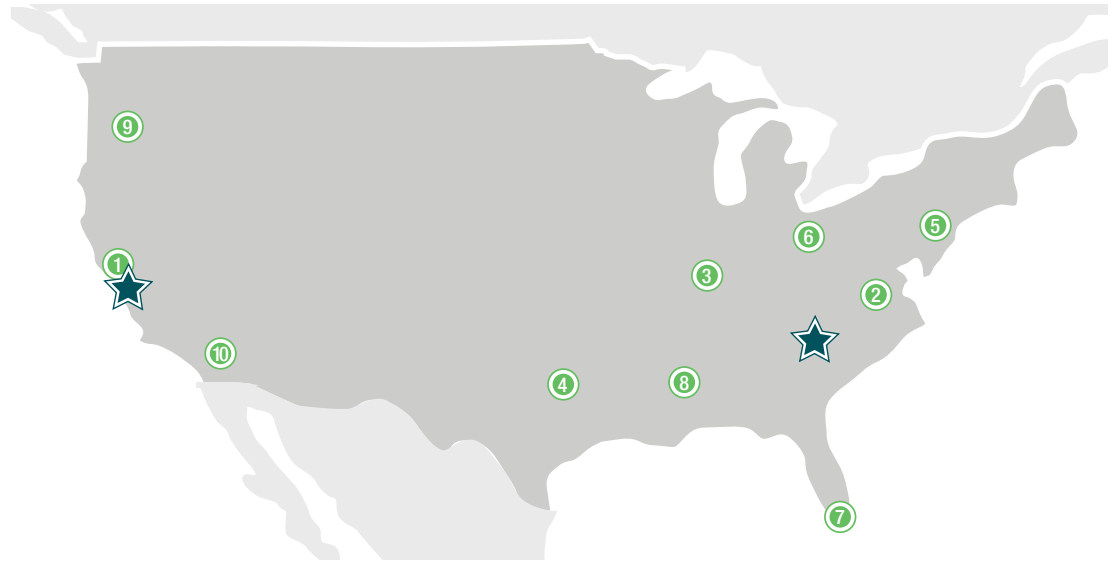
Sales Headquarters

Greenville, South Carolina

Warehouse Locations

- 1 Fremont, California
- 2 Chantilly, Virginia
- 3 Chicago, Illinois
- 4 Richardson, Texas
- 5 Keasbey, New Jersey
- 6 Grove City, Ohio
- 7 Miami, Florida
- 8 Olive Branch, Mississippi
- 9 Portland, Oregon
- 10 Ontario, California

*ISO-9001-2000 Manufacturing Facilities



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Map your destination to increased productivity, cost savings and overall business success. Our distribution centers are strategically located across the United States to provide you with product where you need it when you need it. Each of our distribution centers provides our customers with warehouse ratings of nearly 100% in accuracy and PPS (pick, pack and ship) performance. Couple that with unsurpassed service from our infrastructure support, giving you one more reason why you should be doing business with SYNNEX. That's service and infrastructure support you can rely on!

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Sounds simple, but at SYNNEX we understand that true business growth requires access to meaningful, tangible business infrastructure, tools, and resources. That's why over the last year we've invested heavily in providing our partners with high-impact business services, designed from the ground up to provide real value, and delivering on our commitment to provide unprecedented support to our most valuable asset, our partners.

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- ECEXpress Online Ordering
- Software Licensing
- Reseller Marketing Services
- Leasing
- Integration Services
- Trade Up
- A Menu of Financial Services
- SYNNEX Service Network
- ASCII Program
- PRINT Solv

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800.451.5744

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Customer Service
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OEM West
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CTI Products (Sales)
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Regional Office
800.756.5974

SMB Sales Group
855.899.0050

Supplies & Accessories
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Software
866.226.7532

License Online West
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East**
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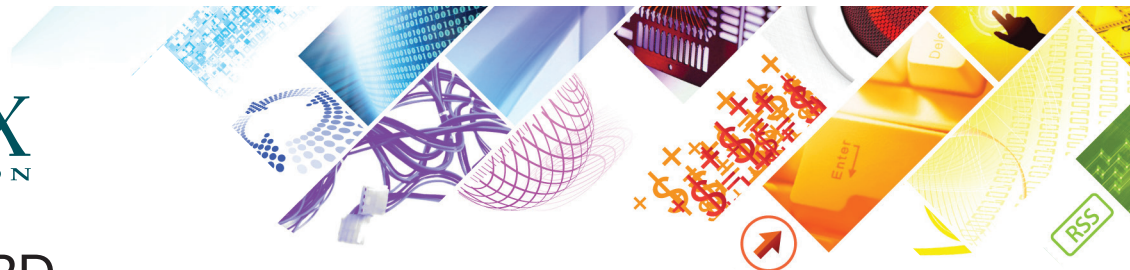
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3D Classroom
3D Systems
3M Touch
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3VR
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4Sight
6fusion
65bit Software
911 Enable

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Adrem Software
ADS Technologies
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AG Antenna
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Alive Studios
Allied Telesis
Alloy
Allround Automation
Allscripts
ALLSOP
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Altaro
Althon Micro
AltiGen
Altronix
Aluratek
Ambir Technology
AMD/ATI Fire
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Amped Wireless
AMX
Amzer
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Anthro Corporation
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Artisan
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Arxscan
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Asus Notebook
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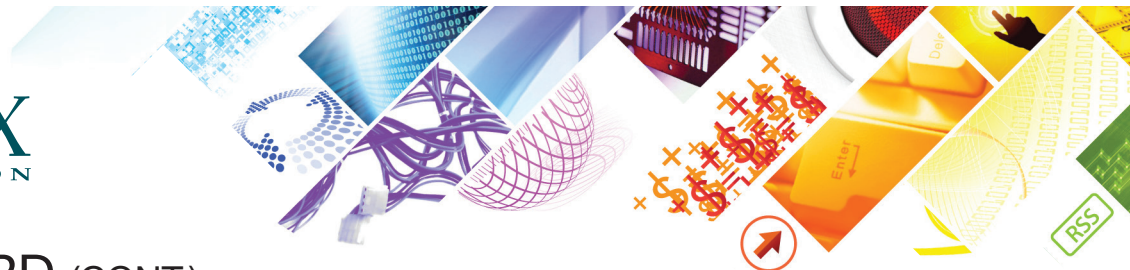
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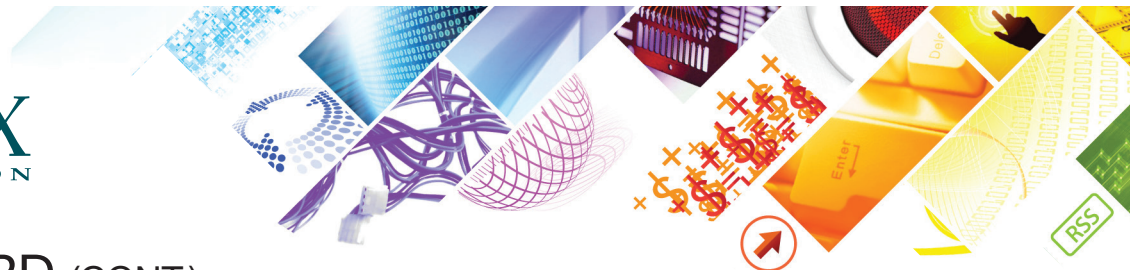
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 MSS Software
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 Plextor
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 Polyvision/Steelcase
 POSBank USA
 POSH Manufacturing
 Positron
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 Precision Dynamics Corp
 Prestige International
 Preton
 Prime View
 Printek
 Printer-Logic
 Printronix
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 Proline
 Promethean
 Promisec
 Protect Computer Products
 Protect Covers
 Proxima RF
 PSC
 Psion
 Puppet Labs
 Pure Orange

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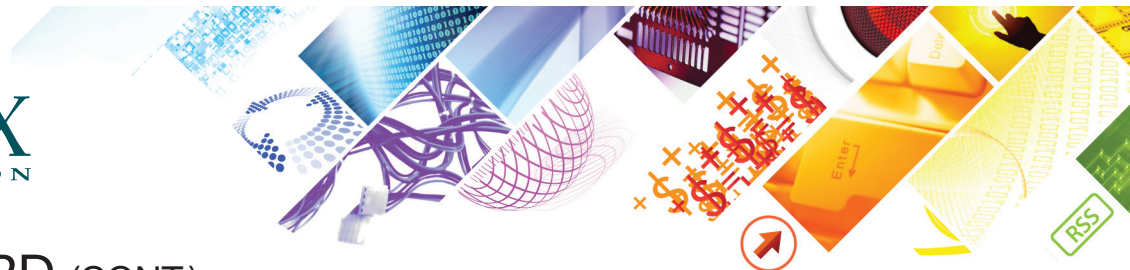
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 Radiant Logic
 Rain Design
 RAM Mounts
 Rapid7
 RCR International
 Ready Dock
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 Reed Elsevier Inc.
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 Rhino Technology Group
 Rhinotek
 Ricoh
 Ridgeline Technology
 Ridgelogic
 Rise Vision Digital Signage
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 RLE
 Robinson Win Word
 Robobak
 Roccat
 Rocky Mountain Ram
 Rocstor
 Roper Mobile Technology
 Rose Electronics
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 Safety Vision
 Sagemcom
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Services
Sharp
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Shaun Jackson Design
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Sierra Wireless
Sigma Photo
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Signix
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Silex
Simply NUC
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SIOS Technology, Inc
SKB Cases
Skin-It
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SmartPower Systems
Smith Enterprises
SMK-Link
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Software Shelf
Solarflare
Solarwinds
Sole Source Technology
Solidfire
Solid Line Products
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Sonitronix
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Sony Chemicals
Sony Content Capture Solutions
Sony Creative Software
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Sony Projectors
Sony Prosumer Displays
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Space Saving Solutions
Spark Integration
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Spectrum Corporation
Speechswitch
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Spracht
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Stadia Media
Star Micronics

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STEC
Steganos
Stelle
Stephen Gould Corp.
Still Secure
StorageCraft
StorageTek
StorMagic
Stormboard
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Stulz Air
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Summa Inc
Supermicro
Swiftpage
Swingline
Swyx
Syam
Syba Multimedia
Sychron
Sychron
Symantec
Symantec Hosted Services
Symbee
SyncroSoft
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System Design Advantage
Systran

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TAG Global Systems
Take Charger
Talis Data Systems
Tandberg
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Targus
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TDK
TEAC
Teamboard
Team Viewer
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Technologies LTD.
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Teras
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Upcycle Goods
UPEK
Uptime Devices
Urban Armor Gear
US Robotics
USSi
Utimaco
Utility Associates

Valcom
VanDyke Software
Vantage Point
Vantec
VARCommerce
Varonis
VD0360
Veilux
Veracity
Verbatim
Verizon
Victorinox
Victory Multimedia
Videxio
Viewer Central
ViewSonic
VIO
Vircom
Virsto
Virtuu
Visage Mobile

Visioneer
VisionMAX
Vision Wireless
Visix
Vistaquest
VM Electronics
Vtech
VuPoint
VuRyte
VXI
VXL Instruments

Warp Mechanics
Wasp Bar Code
Watchguard
Wave Systems
WD, a Western Digital Company
Webroot
Weltron
WePresent
Westinghouse
West Penn Wire
White Label Document Services
WhyGosh
WI-EX
Williams Software - Smartrack
Wincor Nixdorf
WinMagic
Winston International
Wiresoft
Wirexpress
Wizard Wall
Wolters Kluwer Health
Wombat
Women In Bags / Fabrique
Woodware Furniture
Worthington Distribution
Woven Systems
Wyse

X-IO
X-Rite Incorporated
Xerox
Xerox Scanner
XFX
Xi3
XPand Cinema
Xplore Technologies
Xsigo
XtremeMac

YouSendIt

Zend Technologies
Zettaset
Ziffen Technologies
Zimbra
Zinstall
Zlago
ZLINE
Zmanda
Zotac
ZTE
ZyXel

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3Dconnexion, Inc.
3M Stationary and Office Supplies
3M Specialty Displays and Projection Business Unit
A&D Engineering, Inc.
Absolute Software Corporation
Acer America Corporation
Acer Latin America
Actiontec Electronics
ActivAeon LTD
Acosta Training
Acoustic Arc International
Acronis Canada
Add On Computer
Adara Networks
Adesso
Adex
Advanced Digital Information Corporation
Agile Thought, LLC
Ainsworth, Inc.
AirLink 101
Airo
Airwatch
Alienware Corporation
Allied Telesis, Inc.
Altigen Communications, Inc.
Amazon Web Services
Americas Media and Energy Group, a division of Sony
Latin America, Inc.
Ambir Technology, Inc.
Anthian, LLC.
AnythingIT, Inc.
Apex Systems
Apogee dba Kanex
Apple Computer Inc.
Apple Latin America
Aprima Medical Software, Inc.
Aprivia
Arvato Digital Services LLC
Aster Graphics, Inc.
ASUS Computer International
AT&T

Atto Technology, Inc.
Autodesk, Inc.-Canada
Avaya Canada
Avenir Telecom
Avocent Huntsville Corp.
Axcient, Inc.
Axiom Memory Solutions
Axis Communications, Inc.
Bancroft Technology Group
Barracuda Networks
Barrister Global Services Network, Inc.
Battery Technology, Inc.
Belkin International, Inc.
BenQ Latin America Corp.
BenQ Canada
Beyond Trust, Inc.
Bi-Silque Visual Communication Products
Biometric Associates, LP
BitTitan, Inc.
Blueforce Development Corporation
Blu Products
Blue Microphones
Boson Software LLC
Brawn Consulting, LLC.
Bretford Manufacturing, Inc.
Brocade Communications Systems, Inc.
Brother International Corporation
Buffalo Americas, Inc.
CA, Inc.
CA Technologies
C2G
Canon USA Inc.
Carbonite, Inc.
Case Logic
Cbeyond, Inc.
Centon Electronics
Champion Solutions Group dba MessageOps
Check Point Software
Chief Manufacturing, a division of Milestone AV
Technologies LLC
Ciena Communications, Inc.

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Cirrus Data Solutions
Cisco Systems, Inc. et al
Cleer Limited dba Cleer Delaware, LLC.
Collab 9
Computer Exchange Ltd.
Control Corporation
Conduv Technologies Corporation
Connect Wise
Corel Corporation
CTA Digital, Inc.
Cyber Power Systems (USA), Inc.
Datalocker, Inc.
Dell Marketing USA LP
Dell World Trade L.P.
Dialogic Corporation
Digi International, Inc.
Digitech Systems, Inc.
DinCloud
DKO International, Inc.
EarthLink, Inc.
Eaton Corporation
eBryIT, Inc.
Egan TeamBoard
Eizo, Inc.
Electronic Systems Protection, Inc.
Elitegroup Computer Systems, Inc.
EMC Corporation
Encover, Inc.
Envision Peripherals, Inc.
Epson America, Inc.
eReplacements, LLC
Ergotron, Inc.
Evault, Inc.
Extreme Networks, Inc.
Eye-Fi, Inc.
Fast Lane Consulting and Education Services, Inc.
Fellowes
Fiberlink
FileMaker, Inc.
Fortinet, Inc.

Fujitsu America, Inc.
Fujitsu Computer Products of America, Inc.
Gardant Technologies, Inc.
Gecko Gear
Global Digital Technology, Inc.
Global Knowledge Network, Inc.
Global Marketing Partners, Inc.
GlobalNet Training Solutions
Google, Inc.
GRABBA
Green Cartridge Technology
Gresso, LLC
Griffin Technology, Inc.
Ground Control Solutions
Harman Consumer, Inc.
Hewlett-Packard Company
High Wire Networks
Hitachi America, Ltd.
HTC
I/O Magic Corporation
I-Blason, LLC
IBM Corporation
Imation Enterprises Corp.
Image Communications Corp.
Incipio Technologies, Inc.
Infinio Systems, Inc.
InFocus Corporation
Innoco Technology Group
Innovatia, Inc.
Innovations Computers Group, Inc.
Innovimobile, LLC
Insperity Business Services
Intel Corporation
IntelePeer
Intermedia.Net, Inc.
International Laser Group
Intuit, Inc
iolo Technologies, Inc.
iOmounts, LLC
IP Commerce, Inc.

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Ipswitch, Inc.	Mail Protector
IP Trade Networks	Man & Machine
Istore Victoria Inc.	MarkerBot Industries, LLC
iTeam, Inc.	McAfee, Inc.
IT Mission	Meebox, Inc.
IT University Online	Meet Me in the Cloud LLC
Jatheon Technologies	Mellanox Technologies, Inc.
JAMF Software, LLC	Mentor Media USA Supply Chain Management, Inc.
JAWBONE	Microcorp
JEHE Technology	Microsoft
Jison Case USA	Mitsubishi Electric Visual Solutions America, Inc.
Jolera, Inc.	MOBI Wireless Management, LLC.
Kaspersky Lab, Inc.	Mobile Edge
Keebox, Inc.	ModusLink Corporation
Kensington Technology Group, a division of ACCO Brands, Inc.	Motorola
Keywest Technology, Inc.	Motorola Mobility, Inc.
Kingston Digital	Mozy
Kingston Technology Company	MTM Technologies, Inc
KIS Software	National Sales Source
Knowledge Key Associates, Inc.	NCP Network Communication Products
Koda Case, Inc.	NDS Surgical Imaging, Inc.
Kodak Alaris, Inc.	NEC Display Solutions of America, Inc.
Kofax Image Products	NetEffect, Inc.
Lab Tech	NetX Information Systems, Inc.
Lantronix Corporation	Netgear, Inc.
Lava Computer MFG, Inc.	Net IQ, Inc.
Learn iT!, Inc.	Netlan Technology Center, Inc.
Learn.com, Inc.	NetManage
Learnquest	New Horizons Computer Learning Centers, Inc.
Lenovo, Inc.	Next Step Learning
Lexar Media, Inc.	Night Owl SP, LLC
Lexmark International, Inc.	Nokia
LG	Novatel Wireless
Liebert Corporation	Novell, Inc.
Lifeworks	NterOne Corporation
Logical Maintenance Solutions	NVIDIA Corporation
Logitech, Inc.	OBI Connect
Loop1 Systems, Inc.	OCZ Technology Group, Inc.
M-Edge International	Oki Data Americas, Inc.
Mach Speed Holdings LLC.	Olympus Imaging America, Inc.

Thursday, November 12, 2015

Ominivex Corporation	Ricoh Imaging Americas Corporation
OnForce, Inc.	Rise Vision, Inc.
Open Computing	Samsung Electronics America, Inc.
Option Wireless Technology	Samsung Electronics Latin America
Oracle America, Inc.	Sanford L.P., an operating division of Newell
Orion America, Inc.	Rubbermaid, Inc
Panasonic Systems Communication Company	SAP America, Inc.
Panasonic Latin America, S.A.	Saratoga Speed, Inc.
Panduit Corporation	Seal Shield, LLC.
Parallels, Inc.	SEEBURGER, Inc.
Peek 10	Seidio
Peerless Industries, Inc.	Seismic LLC
Pentax Ricoh Imaging Company	Sennheiser
Perfect Fit Technologies	Sharp Electronics
PGi	Sherweb, Inc.
Philips Accessories and Computer Peripherals	Shortel, Inc.
Philips Speech Processing North America	Sierra w/o Wires
Planar Systems, Inc.	SIIG, Inc.
Plantronics, Inc.	Skillsoft
PNY Technologies, Inc.	Skyline Computer Corporation
POSDATA, A Business Unit of Control Solutions, Inc.	Small Dog Electronics, Inc.
Promise Technology, Inc.	Smart Source, Inc.
Promethean, Inc.	Softlayer by IBM
Proservelt Corporation	Solarflare Communications, Inc.
Proxicast	Solarwinds.net, Inc.
Pure WRX	Sonicwall
Qlogic Corporation	Sony Creative Software
Quality Computer Accessories, Inc.	Sony Electronics Inc.
Quantum	Sony Inter- America Formerly Sony Puerto Rico
Quattro, Inc.	Soonr
Quintum Technologies, Inc.	Source Support Services, Inc.
Rackforce, Inc.	Spring Path
Raritan, Inc.	Sprint
Red Hat, Inc.	SquareTrade, Inc.
Redfly	SRA OSS, Inc.
Reflexion Networks, Inc.	Stack IQ, Inc.
Reticare	StarTech.Com USA LLP
Revolve Mobile	Stephen Gould
RF Industries	STM Bags, LLC
Ricoh Corporation	Super Micro Computer, Inc.

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Superna	Vasco Data Security, Inc.
Supply-Chain Services, Inc.	VCE Company, LLC
Symantec Corporation	Verbatim Americas, LLC.
T Mobile	Veterans Engineering & Professional Services
Tandberg Data Corp.	Via West
Targus, Inc.	videoNEXT, Inc.
TCT Mobile	ViewSonic Corporation
Tech 2000, Inc.	Virtual Iron Software
Tech Sherpas	Visioneer, Inc.
Technocel	VMware, Inc.
Telovations, Inc.	VSN Mobil
Toshiba America	VXL Instruments Limited
Total Defense, Inc.	Wasp Technologies - Informatics
Trade Kreative Solutions Group, Inc.	WatchGuard Technologies, Inc.
Transcender	Webroot Software, Inc.
Transition Networks, Inc.	Westlake Training and Development
Trend Micro, Inc.	West Tech Solutions
Trendware International, Inc.	Windows Phone
Tripp Lite	Winnov
Tulsat Corporation	Wyse Technology
U.S. Robotics Corporation	Xerox Corporation
United Digital Technologies	Xobni
United Services Source	XS Commerce
United Training Corporation	Zerospam Security
Unitek, Inc.	Zimbra, Inc.
Unitrends, Inc.	Zoom Telephonics, Inc.
VARStreet, Inc.	ZyXel Communications, Inc.

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Attachment C: Cost Proposal

Insight's proposed pricing for software, as outlined in Attachment C1 – Pricing Summary Sheet, is based on a cost plus percentage above Reseller Cost, which is the price that Insight pays the Publisher or Distributor to purchase software on behalf of the Participating State or Purchasing Entity. Insight's cost for purposes of this RFP does not include any administrative or other mark-up costs. Additionally, our proposed pricing is inclusive of all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to Insight's performance.

Insight's proposed pricing for basic installation, training and maintenance is outlined in Attachment C2 – Pricing Summary Sheet – Services, and includes labor rates for key job roles. Additionally, Insight has provided proposed pricing for Global Knowledge training services as well as our Software Asset Management (SAM) License Reconciliation Services (LRS) which includes tiered pricing based on device count.

All cost plus percentages and labor/device rates offered by Insight shall be guaranteed for the term of the Master Agreement, and any request for percentage or labor/device rate adjustments following the initial Master Agreement term shall be done in accordance with Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions.

For both software and services, Insight's proposed pricing is a not-to-exceed amount and Insight reserves the right to lower the price to the specific Participating State or Purchasing Entity based on individual volume buys.

Insight has provided a percentage markup rate for each of the Key and Other Itemized Publishers listed on Attachment C1-Pricing Summary Sheet. Insight either has a current direct reseller relationship with the publisher, has access to the publisher via a distribution relationship, or is in the process of entering into a reseller relationship with the publisher either directly or through a distributor. Insight's reputation in the industry and financial stability provides us the ability to enter in to new publisher partnerships as needs arise.

As market conditions change, Participating States and Purchasing Entities can be assured that Insight's contractual pricing under the Master Agreement will automatically reflect these changes. Insight's highly sophisticated supply chain management tools provide Insight up-to-the minute pricing with all major publishers and distributors, and this dynamic approach to pricing allows end users to enjoy the best possible pricing available. Additionally, our public sector contract module ensures that Participating States and Purchasing Entities receive the correct contract pricing up front and automatically. Any cost changes will be managed and documented over the life of the Master Agreement through Insight's backend ERP system. Upon notification from publishers and our distribution partners, cost changes are immediately updated in Insight's backend ERP system and automatically reflected in any purchase made by a Participating State or Purchasing Entity.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

PUBLISHERS

Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers

MARKUP/DOWN

The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")

KEY ITEMIZED	ADOBE	1.00%
	CITRIX	1.00%
	MICROSOFT	0.50%
	NOVELL	1.00%
	SYMANTEC	1.00%
	VMWARE	1.00%
OTHER ITEMIZED	AI SQUARED	1.25%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.25%
	ALLIANCE ENTERPRISES	1.25%
	APPLE	1.25%
	ATTACHMATE – MICROFOCUS	1.25%
	AUTODESK	1.25%
	AUTONOMY – HP	1.25%
	BAKBONE – DELL	1.25%
	BARRACUDA	1.25%
	BOMGAR REMOTE SOFTWARE	1.25%
	CA TECHNOLOGIES	1.25%
	CISCO	1.25%
	COMPUTRONIX USA	1.25%
	COMPUWARE	1.25%
	COREL	1.25%
	DOUBLETAKE	1.25%
	EMC	1.25%
	ENCHOICE	1.25%
	ESET	1.25%
	ESRI	1.25%
	FREEDOM SCIENTIFIC	1.25%
	GUARDIAN EDGE – SYMANTEC	1.25%
	GW MICRO	1.25%
	IBM	1.25%
	ICM CONVERSIONS	1.25%
	INFOR	1.25%
	INTERMEDIX EMSYSTEMS	1.25%
	HP	1.25%
	HUMANWARE	1.25%
	INFORMATION BUILDERS	1.25%
	KRONOS SOFTWARE	1.25%
	LANDESK	1.25%
	LASERFISCHE	1.25%
	LIQUIDWARE STATUSPHERE	1.25%
	MICROFOCUS INC	1.25%
	MINJET	1.25%

PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

MPS	1.25%
MQSOFTWARE – BMC SOFTWARE	1.25%
NCIRCLE	1.25%
NETOP	1.25%
NUANCE	1.25%
ORACLE	1.25%
OSAM	1.25%
PASSPORT	1.25%
PATCHLINK	1.25%
PROOFPOINT	1.25%
RSA SECURITY	1.25%
REFERENCIA SYSTEMS	1.25%
SAP AMERICA	1.25%
SAS	1.25%
SOLUTIONS SOFTWARE	1.25%
SOPHOS	1.25%
SPLUNK SOFTWARE	1.25%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	1.25%
STELLEMENT – ORACLE	1.25%
SUNGUARD	1.25%
SYBASE	1.25%
TECHSMITH	1.25%
TREND MICRO	1.25%
TRUSTWARE	1.25%
ULTRABAC	1.25%
VORMETRIC	1.25%
WEBSense	1.25%
any other non-listed publisher	3.75%

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES
 NASPO VALUEPOINT
 SOFTWARE VALUE-ADDED RESELLER (SVAR)

Service being Offered as a Separate Charge	Rate	Unit of Measure
Service Labor Category		
Business Analyst I	\$ 67.63	Per Hour
Service Technician	\$ 67.63	Per Hour
Business Analyst II	\$ 74.26	Per Hour
Service Technician Sr.	\$ 74.26	Per Hour
Supervisor Services	\$ 88.84	Per Hour
Business Analyst Sr.	\$ 88.84	Per Hour
Engineer	\$ 100.78	Per Hour
Engineer Sr.	\$ 140.56	Per Hour
Manager Services	\$ 165.75	Per Hour
Project Coordinator	\$ 198.90	Per Hour
Consultant I	\$ 198.90	Per Hour
Consultant II	\$ 218.40	Per Hour
Consultant Sr.	\$ 218.40	Per Hour
Project Coordinator Sr.	\$ 222.77	Per Hour
Senior Manager Services	\$ 222.77	Per Hour
Architect I	\$ 245.31	Per Hour
Manager Programs	\$ 245.31	Per Hour
Project Manager	\$ 245.31	Per Hour
Architect II	\$ 271.83	Per Hour
Project Manager Sr.	\$ 271.83	Per Hour
Architect Sr.	\$ 298.35	Per Hour
Specialty	\$ 430.95	Per Hour
Global Knowledge Training Services	Cost Plus Reseller Cost	
Global Knowledge Training Course	7.50%	Per Training Class

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

License Reconciliation Service (*One Publisher)		
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This tiered pricing includes analysis and reconciliation of purchase history and installation data for one publisher. It does not include costs for help with identifying what is installed on the devices. Software discover costs would be extra.

Device (PC + Server) Count	One-Publisher LRS Price	Pricing Type
1-350 (Fixed Fee)	\$ 3,000.00	Fixed Fee
351-600 (Fixed Fee)	\$ 5,000.00	Fixed Fee
601-1,199	\$ 8.60	Per Device
1,200-2,399	\$ 5.30	Per Device
2,400-3,999	\$ 4.90	Per Device
4,000-5,999	\$ 4.30	Per Device
6,000-9,999	\$ 3.50	Per Device
10,000-14,999	\$ 3.00	Per Device
15,000-50,000	\$ 1.70	Per Device

Instructions:

1. Under Column A. **Service being Offered as a Separate Charge** - State the name of the Service and provide a description of the Service.

2. Under Column B. indicate Rate

3. Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)

Attachment D: Executive Summary

Solicitation Objectives

Insight understands that the State of Arizona ("AZ"), State Procurement Office, is in the process of selecting one or more Value Added Resellers ("VAR") to serve Participating States ("State") and Purchasing Entities ("Entity") of the NASPO ValuePoint Cooperation Purchasing Program ("NASPO ValuePoint") Software Value Added Reseller Services contract.

Insight Solutions

Insight would like to thank the State of AZ State Procurement Office and NASPO ValuePoint for the opportunity to submit the enclosed response for providing Commercial-Off-the-Shelf Software (COTS), volume licensing and required support services outlined in the Scope of Work (SOW).

NASPO ValuePoint can benefit from a continuing partnership with Insight because our IT solutions are designed with our public and private sector clients in mind. Our process knowledge, product fulfillment, and logistics capabilities, along with our management tools and expertise, make managing IT solutions easier while helping you control your IT costs. Based on your RFP SOW, we are prepared to offer NASPO ValuePoint the following:

Capacity of Offeror

For over 25 years Insight has provided clients in both the public and private sector with pre-and post-sales software licensing support. Our experience will benefit NASPO ValuePoint, States and Entities, because we have successfully solved IT issues for thousands of similar public sector clients, and have a deep understanding of the ins and outs of publisher programs. We have described our experience throughout our offer.

- ❖ **Financial Stability:** We appreciate how critical it is for any public sector client to choose partners who are financially stable and who are in a position to manage and process POs of any size. Insight's sales were \$5.3 billion in 2014. We have fulfilled some of the largest public sector contracts. We know this capacity is important to your contract States and Entities.
- ❖ **Breadth of Software Products:** Leveraging our longstanding publisher relationships, we offer aggressive pricing for over 18,000 software titles. We can manage and track standard and non-standard software license agreements and reduce compliance risk and overhead. In addition, we mitigate any delay associated with acquiring and maintaining software from emerging publishers. We currently support a broad scope of COTS software contracts in the public sector.
- ❖ **Licensing Expertise:** Insight's core competency around software is our licensing expertise. This is not just a "value-add" we provide, or one of many services we offer; this is part of who we are. As such, we have developed a depth of expertise regarding all the leading publishers. All participants in the NASPO ValuePoint contract will benefit from this knowledge, whether it be through the day-to-day advice on the best way to purchase products, the explanation of different licensing options, the understanding of public sector special requirements that Insight provides, or, most importantly, by having a team to work with during the complete software licensing lifecycle.
- ❖ **Dedicated Resources:** Insight Public Sector is solely focused on the needs of state and local government including public safety agencies and educational institutions. Our Account Teams build strong relationships and invest in learning about your environment and challenges. Our experience has taught us how to provide excellent service via teams of dedicated and well-trained individuals who ensure each entity on the NASPO ValuePoint contract receives the individual attention they require.

Experience

As evidence of our many years of experience, we were awarded Microsoft's 2014 Federal and Global LSP of the Year. We hold the highest certifications for all top publishers and have received multiple awards.

Insight Public Sector will bring our publisher partners to the table at every possible opportunity to work collaboratively on activities such as contract marketing, participation in technology conferences, webinars and more. Combining Insight Public Sector resources with the resources of our publisher partners, we will reach more Participating States and Purchasing Entities with our powerful value proposition. These partnerships afford your participants with the opportunity to reduce costs by reducing the number of vendors you need to manage.

Methodology

- ❖ **Processes and Tools:** Insight has developed and refined processes around compliance, operations, eProcurement and account management. We have described in detail throughout our response the specific results that your participants can expect and, more importantly, how we deliver those results.
- ❖ In short—Insight's methodology is designed to meet your needs, save you money, and provide you with services that support your software infrastructure. We understand how difficult managing these products can be, which is why Insight Public Sector has developed processes and tools that are dedicated to simplifying the management of your software environment. Using our years of experience managing software products, Insight Public Sector will enable NASPO ValuePoint participants to save time, money and resources, which in turn gives them more time, money, and resources to conduct their business and serve their constituents.
- ❖ **People:** Experience has taught us that the best tools and processes are useless without experienced people to implement them. Insight has the best, most certified and professional people in the industry. Each employee at Insight either supports clients directly, or supports someone else who does; we are all equally committed to your satisfaction and success.

Conclusion

It is our belief that the requirements outlined in the SOW and the information Insight has provided in our response make a compelling proposition for NASPO ValuePoint to select Insight to participate in this contract. Insight has continuously evolved and grown as the IT industry has changed. We provide significant value in IT procurement and management assistance to government and educational entities.

Our core competencies, key advantages, past experience, and customer testimonials as presented throughout our response give evidence to our commitment to ensuring that Participating States and Purchasing Entities, current and future, receive the most value out of their software investments-while decreasing their Total Cost of Ownership. We have proven our competence to our clients, and believe we can exceed your expectations.