

September 9, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

4:00-5:00 p.m. Self-Storage Temporary Moratorium Update

Bryan Snodgrass, Planner, 360-487-7946; Cayla Cothron, Associate Planner

Summary

Staff provided Council with an update on the moratorium and a timeline of work planned for the remainder of the year.

5:00-6:00 p.m. Ambulance Contract Annual Report

Joe Molina, Vancouver Fire Chief, 487-7201; Rocco Roncarati, American Medical Response (AMR); Dr. Lynn Wittwer, Clark County Medical Program Director

Summary

City and AMR staff presented Council with the 2018 ambulance contract annual report.

Executive Session re: Real Estate Transaction (30 minutes)

Mayor McEnery-Ogle announced that Council would be entering into Executive Session from 5:50-6:24 pm to discuss the opioid issue and real estate transaction.

COUNCIL REGULAR AGENDA MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Turlay, Hansen, Mayor McEnerny-Ogle

Absent: None

Proclamations

- FISH 50th Anniversary

Mayor McEnerny-Ogle read and presented a proclamation to James Fitzgerald, FISH Executive Director, Katlin Smith, President of FISH and Larry J. Smith, FISH Board Member, celebrating the 50th Anniversary of FISH Vancouver.

- Chamber of Commerce Week

Mayor McEnerny-Ogle read and presented a proclamation to John McDonagh, President/CEO at GVCC, and Janet Kenefsky, Vice Present of Operations at GVCC, proclaiming September 9-13, 2019, as Chamber of Commerce Week.

Approval of Minutes

Minutes - August 19, 2019

Motion by Councilmember Paulsen, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of August 19, 2019.

Minutes - August 26, 2019

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of August 26, 2019.

Citizen Communication (Items 1-4)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-4)

Motion by Councilmember Hansen, seconded by Councilmember Glover, and carried unanimously to approve the Consent Agenda.

1. Grant Project Agreement for George and Hazel Stein Neighborhood Park

Staff Report 120-19

Summary

The Stein acquisition project was completed in 2016 and approved by City Council on May 23, 2016. The property was acquired under a Waiver of Retroactivity, granted by the RCO to preserve the department's ability to seek a grant for the acquisition of the property prior to completion of a grant agreement.

On February 26, 2018, the City Council authorized Park staff to submit a grant project application to the Recreation and Conservation Office for consideration in the biennial Washington Wildlife and Recreation Program (WWRP) for the Stein property acquisition. (Resolution M-3960)

On June 10, 2019, RCO officially informed the City that \$235,415 is available from Washington Wildlife and Recreation Program (WWRP-Local Parks Parks) for acquisition reimbursement for the George and Hazel Stein Neighborhood Park properties.

Per RCO requirements, a Project Agreement must be executed to accept grant funding. The grant agreement specifies that the land is retained and managed in a manner consistent with the original intent of the grant programs by committing the site to public outdoor recreational purposes in perpetuity. The attached Agreement is consistent with standard RCO requirements and execution of the document will enable Park staff to initiate the grant reimbursement process.

Request: Accept and authorize the City Manager, or his designee, to execute the Grant Project Agreement for acquisition reimbursement of George and Hazel Stein Neighborhood Park.

Monica Tubberville, Senior Planner, 487-8353

Motion approved the request.

2. **Park Service Area Overlays**

Staff Report 121-19

AN ORDINANCE relating to park impact fees, amending VMC 20.915.030 and VMC 20.915.050, amending the Park Impact Fee Technical Document, and establishing an effective date.

Summary

The proposed amendments include two components to allow the use of PIF funding outside city limits when reasonable alternatives are not available within city jurisdiction, and using PIF funds across PIF district boundaries when capital projects serve more than one district.

First, City Code (VMC Section 20.915.030) already includes a provision authorizing the establishment of Overlay Service Areas for system improvements supported under the impact fee programs for transportation, schools and parks. However, proposed amendments provide further clarification so that Overlay Service Areas may be established for park system improvements identified in the capital facilities plan, may serve more than one established service area (park district in the case of PIF), or where designed to serve the established park districts, but located partly or entirely outside of city limits or the Vancouver Urban Growth Area. VMC 20.915.050 (A.2) also includes a typo correction and deletion of 'overlays' for clarification, as overlays would not have a separate average cost variable in the PIF formula.

Second, proposed amendments to the PIF Technical Document, which provides the framework and details of the Park Impact Fee program, establish the Park Overlay Service Areas. Amendments to the document would include a map of the Park Overlay Service Area strategically located to align with the capital facilities plan and include detailed criteria to guide use of the overlays.

Additionally, an interagency agreement (Cross-Boundary Overlay Service-Area Agreement) with the City of Camas and Clark County is designed to meet the recreational demand for parks, trails, and open space along common boundaries for the mutual benefit of residents, regardless of jurisdiction, but with a prerequisite that it is in the best interest of city residents. If executed, all parties would commit to consider establishing similar joint overlay areas through an addendum to their applicable governing documents. Similarly, all parties would consider amendments to their respective capital facilities plans, as needed, to identify potential park projects within the Park Overlay Service Areas. Should the parties elect to jointly fund acquisition, development, and/or maintenance and operation efforts, the parties may elect to execute a more detailed and binding project-

specific agreement.

The Cross-Boundary Overlay Service Area Agreement is founded in the long-term good will of working together for the best interest of the general public, regardless of jurisdiction. Examples of joint-agency agreements for planning and resource leveraging across jurisdictional lines with other types of public infrastructure and services include utilities, fire district coverage and transportation project services, as well as regional trail and park project planning and funding. These agreements and programs further demonstrate the historical trust and efficiency of project/program agreements with the common goal to efficiently serve the general public.

Proposed amendment/implementation components:

- *VMC Section 20.915.030*
 - *Create Park Overlay Service Areas (VMC Section 20.915.030)*
 - *Clarifies option to serve more than one district, or outside city limits*
- *VMC Section 20.915.050 (A.2)*
 - *Clarifications on average cost per acre calculation*
- *PIF Tech Document Amendments*
 - *Map of Overlay Service Areas*
 - *Criteria and implementation guidelines*
 - *Background updates and clarifications throughout*
- *Cross-Boundary Overlay Service Area Agreement between the City of Vancouver, the City of Camas, and Clark County*

Request: On September 9, 2019, approve the ordinance amending VMC 20.915.030 (Impact Fees/Establishment of Development Service Areas), VMC 20.915.050(A.2) (Park Impact Fee), and the PIF Technical Document on the first reading, setting a date of second reading and public hearing for Monday, September 16, 2019.

Monica Tubberville, Senior Planner, 487-8353

Motion approved the request.

3. 2019-2020 Collective Bargaining Agreement with Joint Labor Coalition

Staff Report 122-19

Summary

The labor agreement between the City and the Joint Labor Coalition unit expired on December 31, 2018. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The labor agreement is being brought to Council for approval.

Request: On September 9, 2019, authorize the City Manager or his designee to sign the 2019-2020 Collective Bargaining Agreement with the Joint Labor Coalition.

Lenda Crawford, Deputy City Manager, 487-8600

Motion approved the request.

4. Approval of Claim Vouchers

Request: Approve claim vouchers for September 9, 2019.

Copy available upon request.

Motion approved claim vouchers for September 9, 2019 in the amount of \$11,653,783.96.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a. Block 10 Update

Chad Eiken, Community and Economic Development Director and Clyde Holland, Holland Partner Group, presented Council with an update on Block 10 and received feedback.

Adjournment

7:26 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

September 16, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

4:00-6:00 p.m. A Stronger Vancouver: Programs and Services Work Session

This workshop took place in the Aspen Room (1st floor) at City Hall.

Summary

Council discussed details and preferences related to operating programs that have been proposed in the Stronger Vancouver Sponsors Council recommendation. Council also received an interim report on the ongoing community engagement efforts related to the Stronger Vancouver initiative.

Executive Session re: Potential Litigation (30 minutes)

Mayor McEnerny-Ogle announce the Council would be entering executive session from 6:00-6:30 p.m. to discuss potential litigation.

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Turlay, Hansen,
Mayor McEnerny-Ogle
Absent: None

Citizen Communication (Items 1-6)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-6)

Mayor McEnerny-Ogle noted that staff had requested Item 1 be pulled and returned to staff for further development.

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to approve Items 2-6 of the Consent Agenda and return Item 1 to staff.

1. BRT Fort Vancouver Way and E. McLoughlin Blvd. Sidewalk Infill and Pedestrian Signal Upgrade, construction acceptance and release of retainage bond

Staff Report 123-19

Summary

This project constructed approximately 1,000 feet of sidewalk on Fort Vancouver way from E. McLoughlin Boulevard to the north and connecting to the C-TRAN BRT project, constructed ADA-compliant ramps at E. McLoughlin Boulevard and 'G' Street intersection, and upgraded pedestrian signal to a HAWK pedestrian signal system on Fort Vancouver Way.

The original construction contract bid amount was \$561,666.00. Field adjustments and contract change orders during construction increased the contract amount to \$628,286.68, an 11.9% increase. The major changes were addition of retaining wall concrete coping to connect the sidewalk to the retaining wall and revision of approximately 190 feet of handrail from 2-rail steel to 3-rail aluminum for better corrosion protection and safety.

There was no apprenticeship utilization goal specified for the project. Federal guidelines for grant projects do not allow inclusion of the local agency apprenticeship program.

Request: Accept construction as complete in accordance with contract plans and specifications and authorize release of retainage bond to Clark and Sons Excavating of Battle Ground, Washington, subject to receipt of all documentation required by

law.

Steve Lee, Senior Civil Engineer, 487-7752

Item remanded to staff for further development.

2. Continued Use of Clark County Contract for Asphalt Purchases from Lakeside Industries

Staff Report 124-19

Summary

The City currently purchases hot and cold mix asphalt for street maintenance, pavement management street preparation, pothole repairs, and utility cut repairs from Lakeside Industries, Inc through their contract with Clark County (#2639).

Public Works is seeking authorization to continue to use this contract to purchase up to the Council-approved annual budgeted amount for materials and supplies through the end of the contract, which is 5/31/20, and into any extended period offered by Clark County.

The City has purchased up to the approved levels authorized by Council in 2018 and requests authority to continue to purchase using this contract up to the amounts approved by the Council in the City's budget process for the street maintenance and pavement management programs.

Request: Authorize the City Manager or his designee to approve purchases under Clark County contract #2639 for the life of the contract with Lakeside Industries, Inc.

Ryan Miles, Operations Superintendent, 487-7708

Motion approved the request.

3. Interlocal agreement between the City of Vancouver and Clark County for receipt and disbursement of Registered Sex Offender Monitoring Address Verification Program (RSO) grant funding from the Washington Association of Sheriffs and Police Chiefs

Staff Report 125-19

Summary

In June 2019, the Washington Association of Sheriffs and Police Chiefs allocated \$250,726.80 in State funding to Clark County and its cities to

enhance law enforcement monitoring of registered kidnapping and sex offenders required by state law (RCW 9A.44.130). Law enforcement officers must provide face-to-face verification at a registered sex offender's place of residence every 3-12 months based on the level of offense. The Clark County Sheriff's Office coordinates and maintains the sex offender registry and database entries for the public website for all sex offenders within the county. Vancouver Police is responsible for monitoring registered sex offenders and kidnapping offenders who live within the city of Vancouver.

Law enforcement monitoring and address verification programs reduce and prevent crime in two ways. First, police monitoring serves as a deterrent for future crimes, as registry violations may result in arrest, prosecution, and sentencing for any new offenses. Second, police monitoring provides updated information for Washington State's registry database and public website, providing tools to enhance public safety through community awareness and notification.

The Clark County Sheriff's Office has provided an interlocal agreement with the City of Vancouver effective July 1, 2019 – June 30, 2020, disbursing \$95,950.72 for police overtime, training and equipment to support sex offender monitoring and compliance with State law.

Request: Authorize the City Manager or his designee to execute an interlocal agreement with Clark County for disbursement of grant funds by Clark County for Vancouver Police overtime, training and equipment to support sex offender monitoring and compliance with State law.

James McElvain, Vancouver Police Chief, 487-7473; Michael Githens, Police Finance & Logistics Supervisor, 487-7498; Brenda Tryon, Management Analyst, 487-7497

Motion approved the request.

4. Interlocal agreement between the City of Vancouver and Clark County for disbursement of Justice Assistance Grant (JAG) funds from the United States Department of Justice

Staff Report 126-19

Summary

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance will award Justice Assistance Grant (JAG) funds to Clark County, Washington, in the amount of \$96,127 for the Fiscal Year 2019. JAG funds are intended to support a wide range of activities to

reduce and prevent crime based on the needs and conditions of local jurisdictions. Allowable purpose areas include law enforcement equipment and supplies, training and technology to enhance criminal justice. Clark County will administer this grant and disburse budgeted funds for the Vancouver Police Department through an interlocal agreement. When funding is awarded in October 2019, the City of Vancouver will receive \$54,792 to enhance police training and leadership development.

Request: Authorize the City Manager or his designee to execute an interlocal agreement with Clark County for disbursement of Justice Assistance Grant funds.

James McElvain, Vancouver Police Chief, 487-7473; Michael Githens, VPD Finance & Logistics Supervisor, 487-7498; Brenda Tryon, VPD Management Analyst, 487-7497

Motion approved the request.

5. Settlement of Tort Claim by Karyn and Douglas Cassle

Staff Report 127-19

Summary

During daylight hours on February 18, 2017, former Vancouver Police Department Officer Gregory Zimmerman was operating a City-owned 2015 Ford Explorer when he attempted to make a left-hand turn from W. Evergreen Blvd. onto Columbia Street. In the process of his turn, Officer Zimmerman struck two pedestrians in the crosswalk, one of which was Ms. Cassle. As a result of the collision, Ms. Cassle underwent extensive medical treatment and also sustained lost wages. Following the conclusion of Ms. Cassle's treatment, City staff and Ms. Cassle's attorney began settlement negotiations beginning with an opening demand of more than \$216,000. The parties engaged in mediation on July 10, 2019, and were unable to reach an agreement. Subsequent to that date, the Cassles and City agreed to a tentative settlement, subject to City Council approval, to resolve the claims of both Karyn and Douglas Cassle fully for \$125,000, which would encompass payment for Ms. Cassle's medical expenses.

Request: Authorize the City Manager or his designee and the Acting City Attorney to execute any and all documents necessary to complete the settlement with Karyn and Douglas Cassle in the amount of \$125,000.

Dan Lloyd, Assistant City Attorney, 487-8500

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for September 16, 2019.

Copy available upon request.

Motion approved claim vouchers for September 16, 2019, in the amount of \$4,677,501.35.

Public Hearings (Item 7-9)

7. Surplus of Water Utility Survey Instruments

Staff Report 128-19

A RESOLUTION authorizing the City of Vancouver's Director of Public Works to dispose of survey equipment that was originally acquired for public utility purposes but is now surplus to the needs of the City of Vancouver's (the "City's") public utility and authorizing the City's Director of Public Works ("Director") to sell such property for fair market value.

Summary

The City's Public Works Department originally acquired two Trimble S-6 robotic surveying total-stations, which are described in Exhibit A - the proposed resolution. One of these total stations was purchased 11 years ago and the other 12 years ago.

Although the instruments have become obsolete for water utility use, they still have value to other organizations for alternate uses. Both Vancouver Police and the Clark County Sheriff's office have expressed interest in purchasing these survey instruments from the water utility for crime scene documentation purposes.

The Public Works Director has determined that the two total stations are obsolete for utility use and no longer needed for continued public utility service. RCW 35.94.040 requires that the City Council hold a public hearing and authorize the sale of the surplus utility property by resolution .

Public Works therefore requests that City Council, after holding a public hearing, declare by resolution that the pieces of survey equipment are surplus to the City's needs and authorize the Public Works Director to sell

the two survey total-stations for fair market value as determined by similar recent sales of comparable used equipment. Amounts of recent sales of comparable instruments from early June through mid-August are summarized in Exhibit "B"

Request: Authorize the City Manager, or his designee to adopt a resolution to declare the two survey total stations as surplus property and authorize City staff to sell the equipment for fair market value.

Weston Dorszynski, City Surveyor, 487-7771

Weston Dorszynski, City Surveyor, provided an overview of the proposed surplus action.

City Manager Eric Holmes noted that, because the equipment proposed to be surplus belonged to the public utility, state law requires that the City hold a public hearing prior to taking action on the surplus regardless of the value of the asset.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously adopted Resolution M-4035 approving the request.

8. 2018 CDBG / HOME Consolidated Annual Performance and Evaluation Report

Staff Report 129-19

Summary

CAPER – Program Year 2018

Annually, the City of Vancouver prepares a Consolidated Annual Performance and Evaluation Report (CAPER) for submission to HUD outlining the expenditures and accomplishments of the City CDBG and HOME programs. The 2018 program year covers from July 1, 2018, to June 30, 2019. The 2018 CAPER can be found online at www.cityofvancouver.us/cdbg.

In Program Year 2018 Vancouver expended \$1,702,936 in CDBG funds and \$1,227,229 in HOME funds. HUD funds allocated by the City were only a portion of the dollars needed to complete the 2018 projects. These projects leveraged additional federal, state, and other local funds, resulting in an approximate leveraging ratio of 1:19 of City to total funding for 2018

CDBG and a ratio of 1:27 for 2018 HOME funding.

The following is a synopsis of the accomplishments and people assisted during the 2018 program year.

Affordable Housing:

- *Tenant Based Rental Assistance (TBRA): Assisted 180 households (CDBG), 104 households HOME*
- *Homeowner housing rehabilitation: Assisted 21 households*
- *New Rental units construction: 30 units funded*

Increase Economic Opportunity:

- *Persons assisted: 135 (small business assistance)*

Supportive Services for At-Risk & Homeless Persons:

- *Public Service Activities: Assisted 8,093 persons*

Public Facilities and Improvements

- *Homeless facilities: Assisted 4,725 persons*

The cumulative five year total accomplishments for the 2014-2019 Consolidated Plan are:

- *40,224 people served through funded public service agencies*
- *29,334 people served by funded public facilities*
- *580 business assisted by economic development funded activities*
- *480 household provided with direct rental assistance*
- *392 households provided with housing case management*
- *159 constructed rental units*
- *67 household rehabilitated*

Request: Following a public hearing, approve the 2018 CAPER report for submission to the HUD Region X Office for approval.

Peggy Sheehan, Community Development Programs Manager, 487-7952; Bryan Monroe, Associate Planner, 487-7958

Peggy Sheehan, Community Development Programs Manager, provided an overview of the annual performance evaluation and a summary of the program accomplishments for the prior year.

Councilmember Lebowsky asked if the City has ever partnered with private developers to work on the HOME projects. Ms. Sheehan explained the City has never been able to work out an agreement with private developers, as the federal requirements for the funding are so strict. It is a program in which private companies have not wanted to participate.

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Paul Montague, representing the Greater Vancouver Chamber of Commerce, thanked the City for its CDBG/HOME program, specifically the small business assistance program that has helped people become better prepared to launch their businesses.
- Saeed Hajarizadeh, Deputy Director of the Vancouver Housing Authority, thanked the City for supporting the VHA's projects through the CDBG/HOME program and for playing a vital role in addressing affordable housing in the community.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve the request.

9. **Park Service Area Overlays**

Staff Report 121-19

AN ORDINANCE relating to park impact fees, amending VMC 20.915.030 and VMC 20.915.050, amending the Park Impact Fee Technical Document, and establishing an effective date.

Summary

The proposed amendments include two components to allow the use of PIF funding outside city limits when reasonable alternatives are not available within city jurisdiction, and using PIF funds across PIF district boundaries when capital projects serve more than one district.

First, City Code (VMC Section 20.915.030) already includes a provision authorizing the establishment of Overlay Service Areas for system improvements supported under the impact fee programs for transportation, schools and parks. However, proposed amendments provide further clarification so that Overlay Service Areas may be established for park system improvements identified in the capital facilities plan, may serve more than one established service area (park district in the case of PIF), or where designed to serve the established park districts, but located partly or entirely outside of city limits or the Vancouver Urban Growth Area. VMC 20.915.050 (A.2) also includes a typo correction and deletion of 'overlays' for clarification, as overlays would not have a separate average cost variable in the PIF formula.

Second, proposed amendments to the PIF Technical Document, which provides the framework and details of the Park Impact Fee program, establish the Park Overlay Service Areas. Amendments to the document would include a map of the Park Overlay Service Area strategically located to align with the capital facilities plan and include detailed criteria to guide use of the overlays.

Additionally, an interagency agreement (Cross-Boundary Overlay Service-Area Agreement) with the City of Camas and Clark County is designed to meet the recreational demand for parks, trails, and open space along common boundaries for the mutual benefit of residents, regardless of jurisdiction, but with a prerequisite that it is in the best interest of city residents. If executed, all parties would commit to consider establishing similar joint overlay areas through an addendum to their applicable governing documents. Similarly, all parties would consider amendments to their respective capital facilities plans, as needed, to identify potential park projects within the Park Overlay Service Areas. Should the parties elect to jointly fund acquisition, development, and/or maintenance and operation efforts, the parties may elect to execute a more detailed and binding project-specific agreement.

The Cross-Boundary Overlay Service Area Agreement is founded in the long-term good will of working together for the best interest of the general public, regardless of jurisdiction. Examples of joint-agency agreements for planning and resource leveraging across jurisdictional lines with other types of public infrastructure and services include utilities, fire district coverage and transportation project services, as well as regional trail and park project planning and funding. These agreements and programs further demonstrate the historical trust and efficiency of project/program agreements with the common goal to efficiently serve the general public.

Proposed amendment/implementation components:

- *VMC Section 20.915.030*
 - *Create Park Overlay Service Areas (VMC Section 20.915.030)*
 - *Clarifies option to serve more than one district, or outside city limits*
- *VMC Section 20.915.050 (A.2)*
 - *Clarifications on average cost per acre calculation*
- *PIF Tech Document Amendments*
 - *Map of Overlay Service Areas*
 - *Criteria and implementation guidelines*
 - *Background updates and clarifications throughout*

- *Cross-Boundary Overlay Service Area Agreement between the City of Vancouver, the City of Camas, and Clark County*

Request: 1) On September 16, 2019, subject to second reading and public hearing, approve the ordinance amending VMC 20.915.030 (Impact Fees/Establishment of Development Service Areas), VMC 20.915.050(A.2) (Park Impact Fee), and the PIF Technical Document.

2) Following approval of amendments to VMC 20.915.030, approve and authorize the City Manager, or his designee, to execute the City of Vancouver, City of Camas and Clark County Cross-Boundary Service Area Overlay Agreement.

Julie Hannon, Parks and Recreation Director, 487-8309

City Manager Eric Holmes provided an overview of the proposed amendments to the park service overlay service areas.

Councilmember Lebowsky stated she supports the change to the code, and noted the amendments will help the faster growing areas of the city. She stated she hoped that in the longer term, the City can look at broader cross-boundary agreements with neighboring jurisdictions.

Councilmember Paulsen stated he supports the amendments, and noted that residents do not care under which jurisdiction their nearby park falls. He thanked the Parks and Recreation Advisory Commission and the Planning Commission for their work on this issue, stating both bodies are very deliberate in their processes.

Mayor McEnemy-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Lebowsky, and carried unanimously to approve Ordinance M-4274 and approve the request.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

WALK-ON ITEM: Resolution authorizing litigation against certain manufacturers of opioid narcotics

Acting City Attorney Jonathan Young explained the Council had expressed an interest in pursuing legal action against opioid manufacturers following a report from the Clark County Medical Director regarding the City's ambulance contract and the number of possible opioid-related calls received in the City.

Mr. Young described the contents of a resolution before Council authorizing the City Attorney to bring legal action against opioid manufacturers. He provided an overview of current ongoing legal cases of this nature brought by other jurisdictions in Washington, and summarized the rationale for the City to pursue action.

Councilmember Stober stated the Council has become aware of the effects of opioid addiction in our community, and the financial impact of this on the community. He stated he is unsure if the City will see any benefits as an outcome of litigation, but this resolution and related future action is the Council recognizing that Vancouver is affected and making its concerns heard.

Councilmember Paulsen stated this action is about preventing future harm and seeking redress for the harm already caused.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously adopted Resolution M-4036 to authorize litigation against certain manufacturers of opioid narcotics.

a. Workforce Southwest Washington Overview

Workforce Southwest Washington is a strategic partner with the City in a range of economic development efforts. To raise awareness of and educate the community about their work, Melissa Bowles and Benton Waterous, Program Managers from Workforce, provided an overview of their mission and services for the City Council.

Adjournment

7:48 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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September 23, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

4:00-5:00 p.m. Memorandum of Understanding with City Center Redevelopment Authority (CCRA) for Waterfront Gateway Properties

Presenters: Chad Eiken, Executive Director, City Center Redevelopment Authority Board (CCRA), 487-7882; John Collum, Economic Development Principal Planner, 360-487-7956

Summary

Staff provided Council with an overview of a proposed memorandum of understanding with the City Center Redevelopment Authority (CCRA) to manage the Columbia Gateway Properties.

5:00-5:30 p.m. Community Task Force on Council Membership

Presenters: Jeanette (Jan) Bader, Program and Policy Development Manager, 487-8606; Brent Boger, Assistant City Attorney, 487-8500

Summary

Staff provided Council with a draft work program for an ad hoc community task force that would explore how to improve representation of the city's population on the City Council.

5:30-6:00 p.m. A Hub for Education, Arts & Innovation

Presenters: Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606; Jonathan Young, Acting City Attorney, 487-8500

Summary

Staff provided Council with an update on the developing vision and site plan for a hub for education, arts and innovation in Vancouver.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

COUNCIL CONSENT AGENDA MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Turley, Hansen, Mayor McEnery-Ogle

Absent: None

Proclamation: Deaf Awareness Week

Mayor McEnery-Ogle read and presented a proclamation to Ethan Jacobs, president of the Junior National Association for the Deaf, proclaiming September 23-29, 2019, as Deaf Awareness Week.

Citizen Communication (Items 1-9)

Mayor McEnery-Ogle opened Citizen Communication and received the following testimony:

- Hollis Brown, Vancouver, spoke regarding Item 7 and urged the City to renew a five-year lease with the Vanco Golf Range as part of the planning efforts for the Heights District.

There being no further testimony, Mayor McEnerny-Ogle closed Citizen Communication.

Consent Agenda (Items 1-9)

Council pulled Item 3 for separate consideration.

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve Items 1-2 and 4-9 of the Consent Agenda.

1. **Bid Award for construction of an air gap tank system equipment at Westside Wastewater Treatment Plant, per Bid 19-22**

Staff Report 130-19

Summary

The proposed project will modify the site water supply tank, construct pump house with pumps and ancillary electrical power supply, install new supply and distribution piping at the modified tank, and install sensors and controls for an automated water supply system. An intertie connection between City potable water and on-site water distribution system will be eliminated.

Modifications to the existing on-site industrial water supply protection system are required to ensure that it fully meets the Department of Health regulations 246-290-490 WAC (Washington Administrative Code) which requires specific cross-connection control systems (i.e. "air gap") for the protection of Group A Public Water Supplies. This current system was identified as inadequate in a City self-performing audit in May 2016.

The project will build a system that will better conform to Washington Department of Health regulations regarding protection of municipal potable water supply systems.

On August 27, 2019, bids were opened for this project (ITB 19-22). Bids were received from 5 firms:

SUMMARY OF BIDS	
BIDDER	AMOUNT
McClure and Sons, Mill Creek, WA	\$1,037,840.03
Rotschy, Inc., Vancouver WA	\$1,073,991.43
Clark and Sons Excavating, Inc. Battle Ground, WA	\$1,081,832.00
Clackamas Construction, Inc., Boring, OR	\$1,348,268.36
JH Kelly, Vancouver, WA	Non-responsive

The low bidder, McClure and Sons, was found to be responsive and responsible. They also met the minimum requirements listed in the Supplemental Bidder Responsibility Criteria.

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. McClure and Sons has submitted an Apprenticeship Utilization Plan that indicates the required labor hours will be provided through using apprentices from the Construction Industry Training Council and Northwest College of Construction.

Request: Authorize the City Manager or his designee to award and execute a contract and any required amendments with McClure and Sons, 15714 Country Club Drive, Mill Creek, Washington, to purchase equipment and construct an Air Gap Tank System at Westside Wastewater Treatment plant at their bid price of \$1,037,840.03, which includes Washington State sales tax.

Frank Dick, Wastewater Engineering Supervisor, 487-7179

Motion approved the request.

2. Bid Award - Southside Interceptor Rehabilitation - CIPP

Staff Report 131-19

Summary

This project will rehabilitate approximately 2,150 linear feet of existing 42-inch sanitary sewer main using the trenchless process of Cure-In-Place-Pipe (CIPP) with UV curing, which reduces potential nuisance odor creation during the curing process compared to the more traditional steam or water curing. A traditional dig and replace for this size of pipe would be more expensive than installing a CIPP liner. For this project, because the existing interceptor is located within the Port of Vancouver property and beneath several BNSF rail lines, a traditional dig and replace would be significantly greater.

On August 20, 2019, the City received 4 bids for the subject project. The bids ranged between \$1,083,000.00 and \$1,495,000.00. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Allied Trenchless, Chelan, WA</i>	<i>\$1,083,037.41</i>
<i>Rotschy, Inc., Vancouver, WA</i>	<i>\$1,322,508.18</i>

<i>Michels Corporation, Salem, OR</i>	<i>\$1,482,501.38</i>
<i>Iron Horse LLC, Fairview, OR</i>	<i>\$1,494,825.16</i>
<i>Engineer's Estimate</i>	<i>\$2,000,000.00</i>

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Allied has submitted an Apprenticeship Utilization Plan that indicates the required labor hours will be provided through the Local 335 Labor Union in Vancouver.

This is the first sewer interceptor Cured-In-Place Pipe (CIPP) rehabilitation that specifies Ultra Violet Light as a curing method advertised by the City. There were some uncertainties on costs since contractors using this method of curing are just beginning to emerge in the northwest. The City worked with a consultant on the design and cost estimating for this project and because of the uncertainty of the bidding climate it was determined to include a contingency in the engineers estimate. This is the reason for the large difference between the engineer's estimate and the range of submitted bids.

Request: On September 23, 2019 award a contract for the Southside Interceptor Rehabilitation - CIPP project to the lowest responsive and responsible bidder, Allied Trenchless of Chelan, WA at their bid price of \$1,083,037.41, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

Motion approved the request.

3. Bid Award for LED Street Light Retrofit Project, per Bid #19-20 (Project # 071335)

Staff Report 132-19

Summary

In May 2018, the City of Vancouver executed a \$4.8 million Public Works Trust Fund (PWTF) loan from the Washington State Public Works Board to upgrade the "cobra head" style street lights from HPS fixtures to LED fixtures. State PWTF loans are a cost-effective tool with a low-interest rate for financing eligible public infrastructure projects.

Of the City's approximate 18,000 street lights, roughly 13,500 are "cobra-head" style and are included in this construction contract. The remainder of street lights are expected to be converted over time as funding becomes available and prices on other fixture types comes down.

LED technology is quickly replacing HPS with the proven benefits of higher energy efficiency, improved illuminance quality, lower maintenance burden, longer life cycle, and a reduced carbon footprint that's environmentally friendly.

The LED fixtures purchased for this project will consume approximately 50% less energy than the HPS counterparts. Converting the initial 13,500 street lights from HPS to LED fixtures is anticipated to reduce the City's energy bill by an estimated \$500,000 per year. In addition, Clark Public Utilities is offering incentives for low-energy fixture usage. It is estimated that these incentives will total approximately \$1.4 million. The exact incentive amount could vary slightly as it is based on the total number of lights replaced.

The apprenticeship utilization requirement for this project is 3% of total labor hours.

The project includes bid items for replacing the light fixtures and separate bid items for replacing any damaged fuses/fuse holders, which must be done in order for the lights to be operational. With roughly 13,500 lights, it is anticipated that a small percentage of them will need new fuses, but it is difficult to estimate the quantity. Assuming that 2% of lights need new fuses, this would result in roughly \$50,000 for this bid item.

The bids ranged between \$1,112,656 and \$3,143,260 million. All bidders were responsive. The four responsive bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Magnum Power, LLC, Kelso, WA</i>	<i>\$1,112,656.88</i>
<i>DJ's Electrical, Inc., Brush Prairie, WA</i>	<i>\$1,243,210.00</i>
<i>Colvico, Inc., Spokane, WA</i>	<i>\$1,324,768.45</i>
<i>Lumenal Lighting, Mountlake, WA</i>	<i>\$3,143,260.28</i>
Engineers' Estimate	\$2,035,500

Request: On September 23, 2019, award a construction contract for the LED Street Light Retrofit Project to the lowest responsive and responsible bidder, Magnum Power, LLC, of Kelso, Washington, at their bid price of \$1,112,656.88.

Chris Christofferson, City Traffic Engineer, 487-7716

Councilmember Hansen recused himself from discussion and action on this item as he is employed by Clark Public Utilities.

Motion by Councilmember Paulsen, seconded by Councilmember Lebowsky, and carried unanimously to approve the request.

Councilmember Hansen returned to participate in the remainder of the meeting.

4. **Renewal of Residential Leases for two park properties (East Biddle Lake and Property adjacent to Benjamin Franklin Elementary School)**

Staff Report 133-19

Summary

East Biddle Lake

The City of Vancouver purchased an in-holding of 1.61 acres adjoining the eastern boundary of Columbia Springs in 2013 utilizing Park Impact Fee funding. After formal termination of a life tenancy in 2016, possession transitioned to the City. The intent of the purchase was to provide urban park opportunities for the surrounding neighborhood as well as expand opportunities for environmental education in partnership with Columbia Springs. The City has leased the residential structure since receiving ownership in 2016.

The City and Columbia Springs entered into a Memorandum of Understanding (MOU) detailing potential transition of site management and maintenance to Columbia Springs upon entering into a long-term lease agreement. Implementation of a future lease agreement requires demonstration of plans for interim and long-term use (including how the site will serve neighborhood park purposes), how both City properties will be incorporated into the Columbia Springs master plan, as well as proposed site improvements, management, operations and funding.

Columbia Springs continues their planning processes to update their master plan, determine a sustainable use for the property, and secure funding for site improvements, maintenance and operations consistent with the intent of the MOU; however, Columbia Springs is not yet in a position to take over management of this site. In order to provide continued caretaker presence, grounds maintenance and prevent vagrancy and vandalism issues, staff recommends an additional 12-month lease of the East Biddle Lake residence and associated property. The residential lease is for \$1,200 per month for a 12-month period and includes the responsibilities for site maintenance.

Parcel near Benjamin Franklin Elementary School

This property was purchased in 2002 in coordination with Columbia Land Trust for a future neighborhood park. Park Impact Fees and a state grant

supported the land acquisition. The City has leased the residential structure on the property since the original purchase.

In order to provide continued caretaker presence, grounds maintenance, and prevent vagrancy and vandalism issues, staff recommends and additional 12-month lease of this residence and associated property. The residential lease is for \$1,500 per month for a 12-month period and includes responsibilities for site maintenance.

Request: Authorize the City Manager, or his designee, to execute documents for Real Estate Lease for East Biddle Lake and the parcel near Benjamin Franklin School.

Linda Carlson, Property Management Specialist, 487-8423

Motion approved the request.

5. Speed Limit Reductions, Various Locations

Staff Report 134-19

A RESOLUTION relating to traffic and establishing new speed limits along six sections of City streets including Grand Blvd, SE Columbia Way, SE Hearthwood Blvd, SE Park Crest Ave, SE 1st St, and NE 137th Ave.

Summary

Recent requests have been made by the citizens of Vancouver to review and evaluate the current speed limits on six city streets.

Staff investigated each of the six streets that included: collecting traffic counts and speed survey data, site visits and review of current land use. Staff is recommending the changes based on the following:

Grand Blvd has a posted speed limit of 30 MPH from E 33rd St to Mill Plain Blvd, 25 MPH from Mill Plain Blvd to E 5th St and 35 MPH from E 5th St to Columbia House Blvd. In an effort to provide consistency, the speed limit will be lowered to 25 MPH for the entire street. Lowering the speed limit to 25 MPH will increase safety in the neighborhoods and increase safety along the frontage of the Navigation Center.

SE Columbia Way has a posted speed limit of 30 MPH from SE Columbia Shores Blvd to a point 215 feet west of the land bridge crosswalk. Columbia Way is designated as a bike route. This section of Columbia Way was also recently resurfaced as part of the 2019 Pavement Management Program. Bicycle sharrows symbols were installed to alert drivers to share the road with cyclists and speed cushions are also in the process of being installed.

The speed cushions, sharrows, and 25 MPH speed limit are designed to increase safety for bicyclists.

SE Hearthwood Blvd has a posted speed limit of 30 MPH from NE 9th St to SE Mill Plain Blvd. Due to the residential land use and proximity of the Hearthwood Elementary school, a residential speed posting of 25 MPH is appropriate for this street.

SE Park Crest Ave has a posted speed limit of 30 MPH from SE Mill Plain Rd to SE Blairmont Dr. South of SE Blairmont Dr, SE Park Crest Ave is posted 25 MPH. SE Park Crest Ave has a land use mix of business and residential. There is frequent pedestrian activity along this corridor. Reducing the speed to 25 MPH are designed to increase safety for pedestrians and provide a consistent speed posting for the entire street.

SE 1st St has a posted speed limit of 40 MPH from NE 162nd Ave to NE 192nd Ave. This section of SE 1st St is planned for an urban arterial upgrade in 2022. Upgrades include a center left turn lane, protected bike lanes, sidewalks, street lights and storm water facilities. The urban upgrade project is in the design phase. The engineers are using a posted speed of 35 MPH for roadway design. A 35 MPH speed posting is consistent with the other arterial streets in the City. The new speed limit will be posted during construction.

SE 137th Ave has a posted speed limit of 40 MPH from NE 49th St to Fourth Plain Blvd. This section of SE 137th Ave is planned for an urban arterial upgrade in 2022. Upgrades include a center left turn lane, bike lanes, sidewalks, street lights and storm water facilities. The urban upgrade project is in the design phase. The engineers are using a posted speed of 35 MPH for roadway design. A 35 MPH speed posting is consistent with the other arterial streets in the City. The new speed limit will be posted during construction.

Request: Adopt a resolution establishing a speed limit of:

- 25 MPH on Grand Blvd between E 33rd St and Columbia House Blvd
- 25 MPH on SE Columbia Way between SE Columbia Shores Blvd and 215 Ft west of the land bridge crosswalk
- 25 MPH on SE Hearthwood Blvd between NE 9th St and SE Mill Plain Rd
- 25 MPH on SE Park Crest Ave between SE Mill Plain Rd and SE Blairmont Dr
- 35 MPH on SE 1st St between NE 162nd Ave to NE 192th Ave
- 35 MPH on NE 137th Ave between NE 49th St to Fourth

Plain Blvd

Chris Christofferson, City Traffic Engineer, 487-7716

Motion adopted Resolution M-4037 to approve the request.

6. Remove surplus and authorize transfer of property located along NE 192nd Avenue

Staff Report 135-19

A RESOLUTION determining that approximately two acres of real property located on SE 192nd Avenue is not surplus to the City's needs and authorizing transfer of such real property from the Department of Public Works to the Department of Parks and Recreation for use as a public park.

Summary

The Public Works department acquired the subject property in 2004 as part of the 192nd Avenue extension project. The property was acquired as a wetland mitigation site. After several years of attempting to make the wetland site work, both the Army Corps of Engineers (Corps) and the Washington State Department of Ecology (DOE) agreed that the wetland had failed and the City should purchase wetland mitigation credits instead.

After fulfilling the requirements of the Corps and DOE, the City decided to surplus the property (resolution M-3875). In order to surplus the property several land use actions were needed, including removing the wetland mitigation covenant, altering the original plat, and short platting the property. All of these land use actions have been completed and the parcel is now a 2.06-acre developable lot (parcel #986051673).

The City's Parks and Recreation Department has determined that this parcel could be used for a future east side park and trailhead for the 192nd Avenue viewpoint. Per the attached memorandum of understanding, the Parks Department is willing to pay Public Works Department the appraised value of \$750,000. The revenues from the transfer of this property will be used to help fund the Transportation System Plan update.

Request: On September 23, 2019, adopt a resolution removing surplus declaration and authorizing transfer of real property located along NE 192nd Avenue from Public Works Department to the Parks Department.

Chris Malone, Public Works Finance & Asset Manager, 487-7711

Motion adopted Resolution M-4038 to approve the request.

7. **Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area**

Staff Report 136-19

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

Summary

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted four subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, and April 2019. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 228-acre Heights District. Over the last nearly two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that meets monthly and helps guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental

conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

Over the last several months, the project team has continued to refine the redevelopment plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the redevelopment area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan will be released in October 2019, in advance of planned workshops with the Planning Commission and the City Council, and eventual public hearings for adoption of a final plan. A draft environmental impact statement will be released on a similar timeline, which provides an analysis of environmental impacts and outlines mitigation measures. Implementation steps, including the adoption of development regulations required to implement the vision established by the plan, will be developed early next year.

Continuation of the moratorium allows staff the time to complete the subarea planning process for the area that is currently underway and is anticipated to be completed by the end of 2019. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan. This is intended to be the final extension of the development moratorium.

Request: On September 23, 2019, approve ordinance on first reading, setting date of second reading and public hearing for Monday, October 7, 2019.

Rebecca Kennedy, Long Range Planning Manager, 487-7896

Mayor McEnemy-Ogle read the title of the ordinance into the record.

Motion approved the request.

8. **Appointment to Culture, Art and Heritage Commission**

Request: Appoint Richard Carr to the Culture, Arts and Heritage Commission, to a mid-term appointment beginning immediately and expiring December 31, 2023.

Council Committee 1 (Councilmembers Hansen, Glover, Paulsen)

Motion approved the request.

9. **Approval of Claim Vouchers**

Request: Approve claim vouchers for September 23, 2019.

Copy available upon request.

Motion approved claim vouchers for September 23, 2019, in the amount of \$5,991,179.48.

Citizen Forum

Mayor McEnemy-Ogle opened the Citizen Forum and received the following testimony:

- Ed Foehl, Vancouver, urged the City to offer a long-term lease renewal to the Vanco Golf Range to ensure the business does not close.
- Steven Austin, Vancouver, urged the City to offer a long-term lease renewal to the Vanco Golf Range to ensure the business does not close.
- Jimmie Huff, Vancouver, urged the City to offer a long-term lease renewal to the Vanco Golf Range to ensure the business does not close.
- Bridgette Fahnbulleh, representing the NAACP, urged the City to preserve the skate park on the corner of Fourth Plain Blvd and Fort Vancouver Way, as it provides a constructive activity for youth in the community.
- Karen Morrison, representing Odyssey World International Education Services, invited the community to a meeting on September 24 to discuss

independent investigations of police use of deadly force.

- Guy Michelson, Vancouver, expressed frustrations with criminal activity around the Navigation Center and the impact on the surrounding community and his property.
- Marsha Joslin, Vancouver, expressed concerns regarding new policies for homeschool students.
- Andy Jones, Vancouver, submitted written testimony to the Council regarding his frustrations with the City's enforcement of the ban on personal fireworks.

There being no further testimony, Mayor McEnerny-Ogle closed the Citizen Forum.

Adjournment

6:59 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

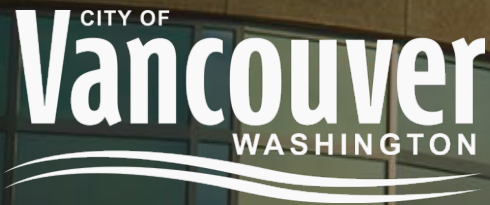
Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.



A Stronger Vancouver

ESC Revenue Recommendations Overview



October 7, 2019
Vancouver City Council Workshop

Agenda

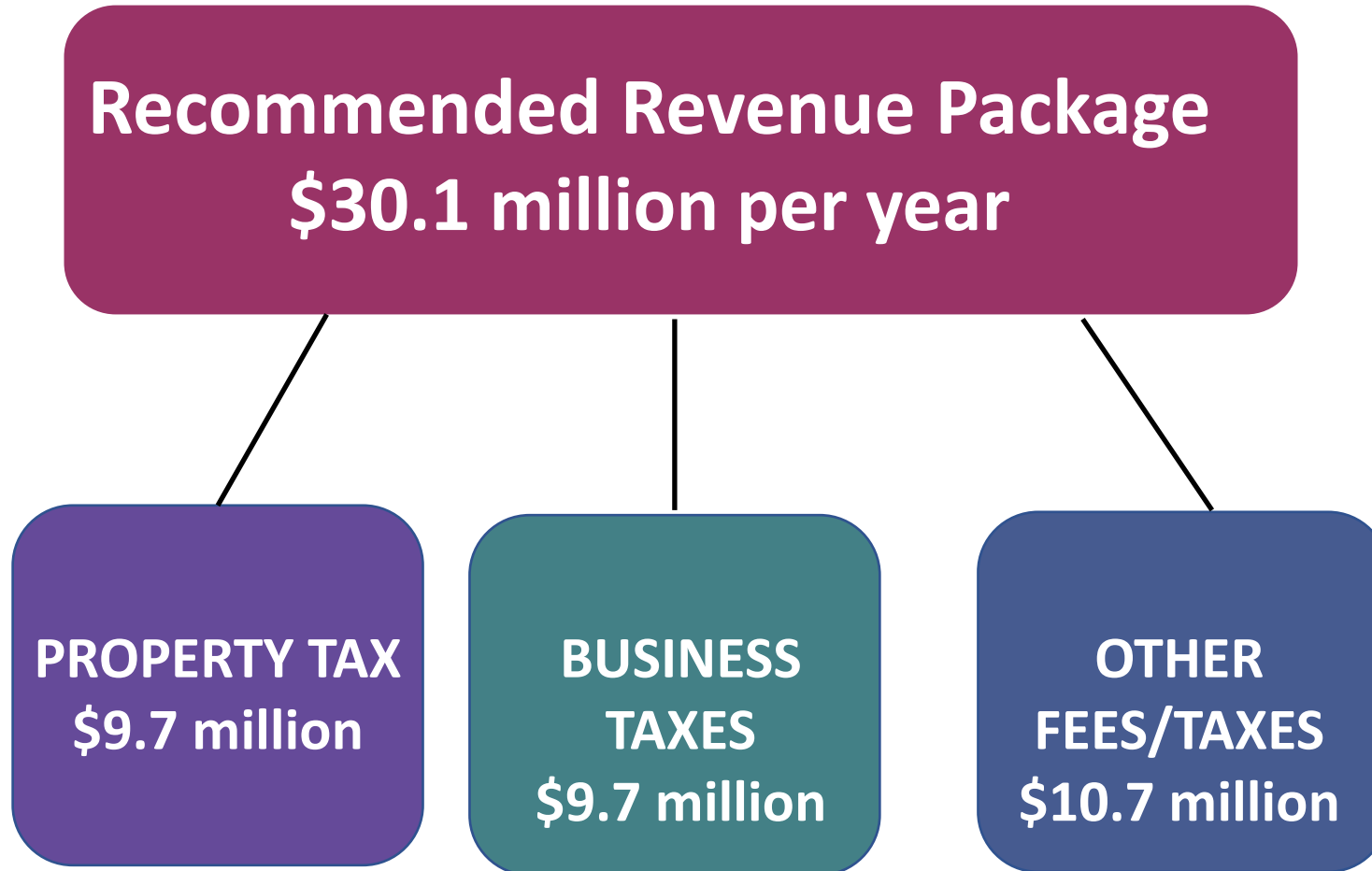
- Review final community feedback report
- Provide an overview of the Stronger Vancouver funding revenue recommendations
- Gather council direction on the elements and composition of the funding proposal

ESC Recommendation: Revenue Package

ESC's Guiding Principles for Developing Revenue Recommendations:

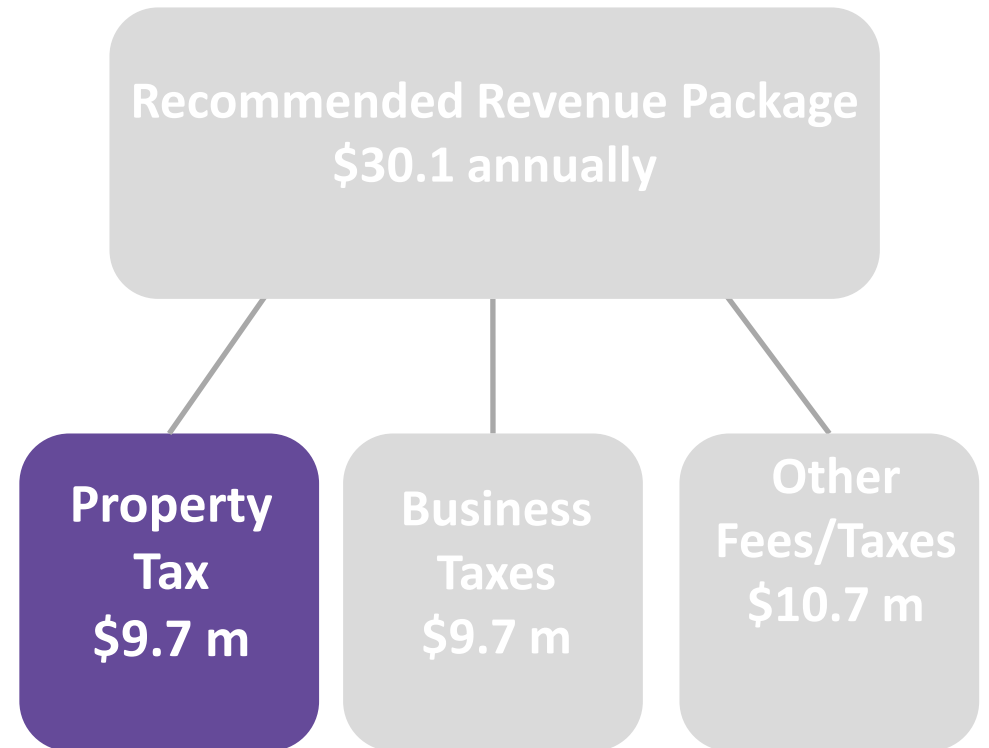
1. Engage Voters to fund a portion of the proposal
2. Ensure funding is balanced between businesses and residential sectors
3. Ensure no single revenue source is over-relied on in the package and City budget overall
4. Diversity of revenues is important
5. Make sure Vancouver's competitiveness is not negatively impacted by the resulting tax/rate increases.

ESC Recommendation: Revenue Package



ESC Revenue Recommendation: Property Tax

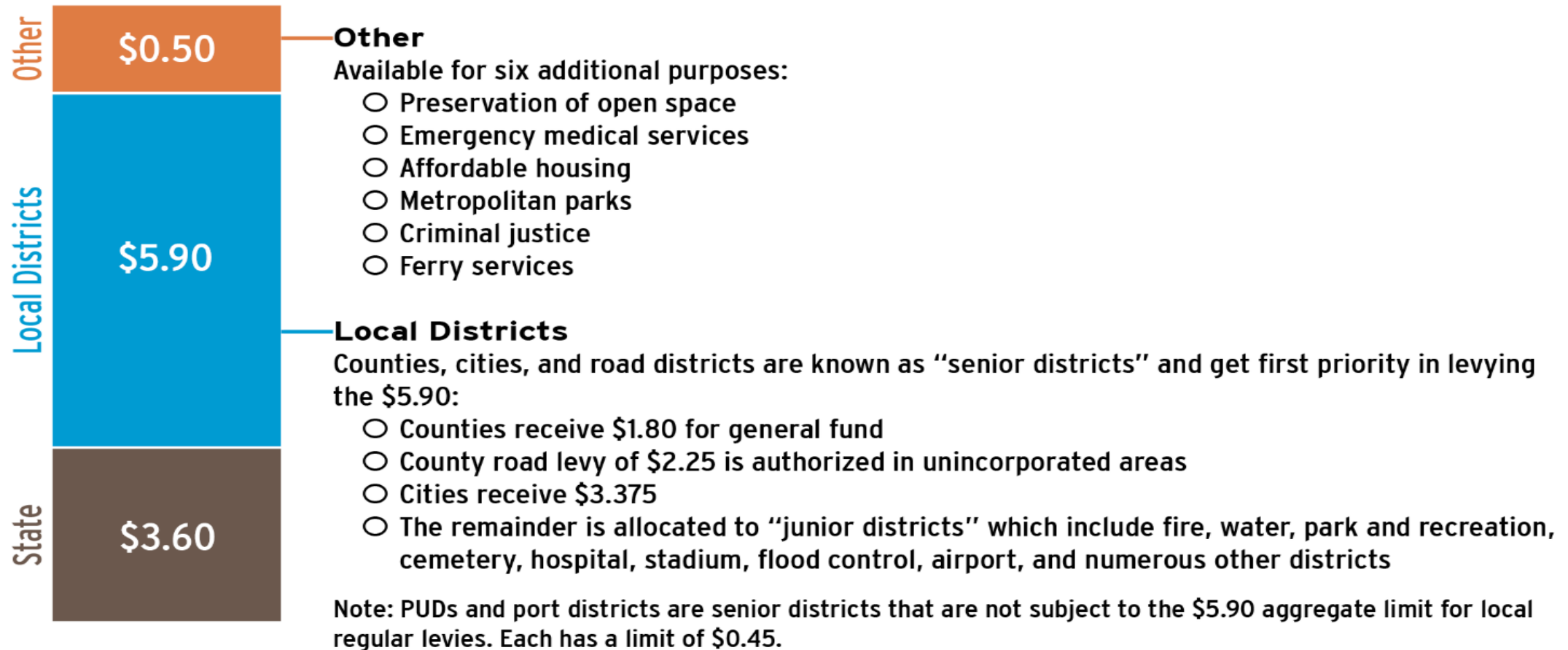
- Voter-approved ballot measure
- Multi-year permanent levy lid lift
- \$0.44 per \$1,000 of assessed value*
 - *Approximately \$154.00 per year for a property assessed at \$350,000*
- Consider Affordable Housing Fund extension
- Fund Operating and Capital



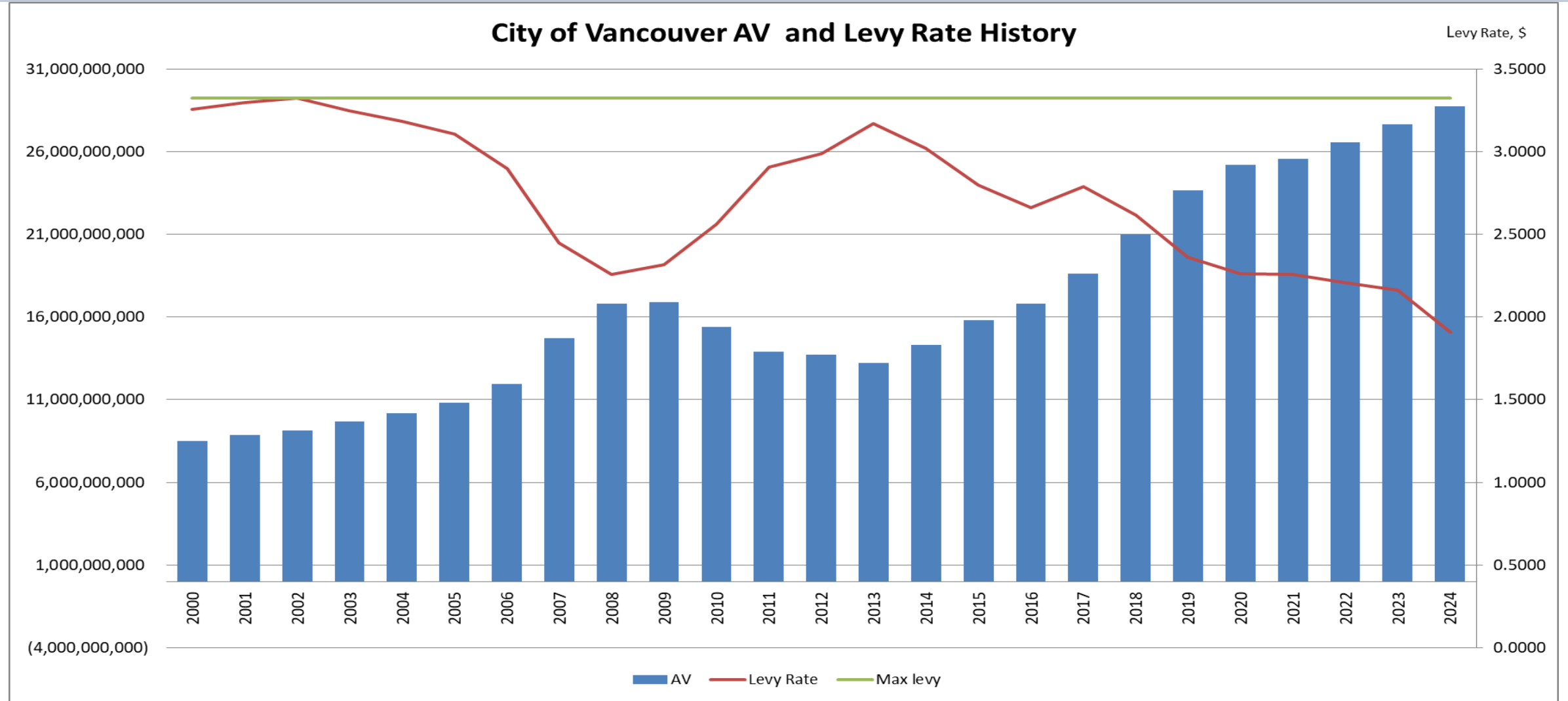
**based on 2018 assessed value*

Property Tax: Statutory Limitations

\$10 Property Tax Limit In Washington



Property Tax: Levy Rate vs Statutory Maximum

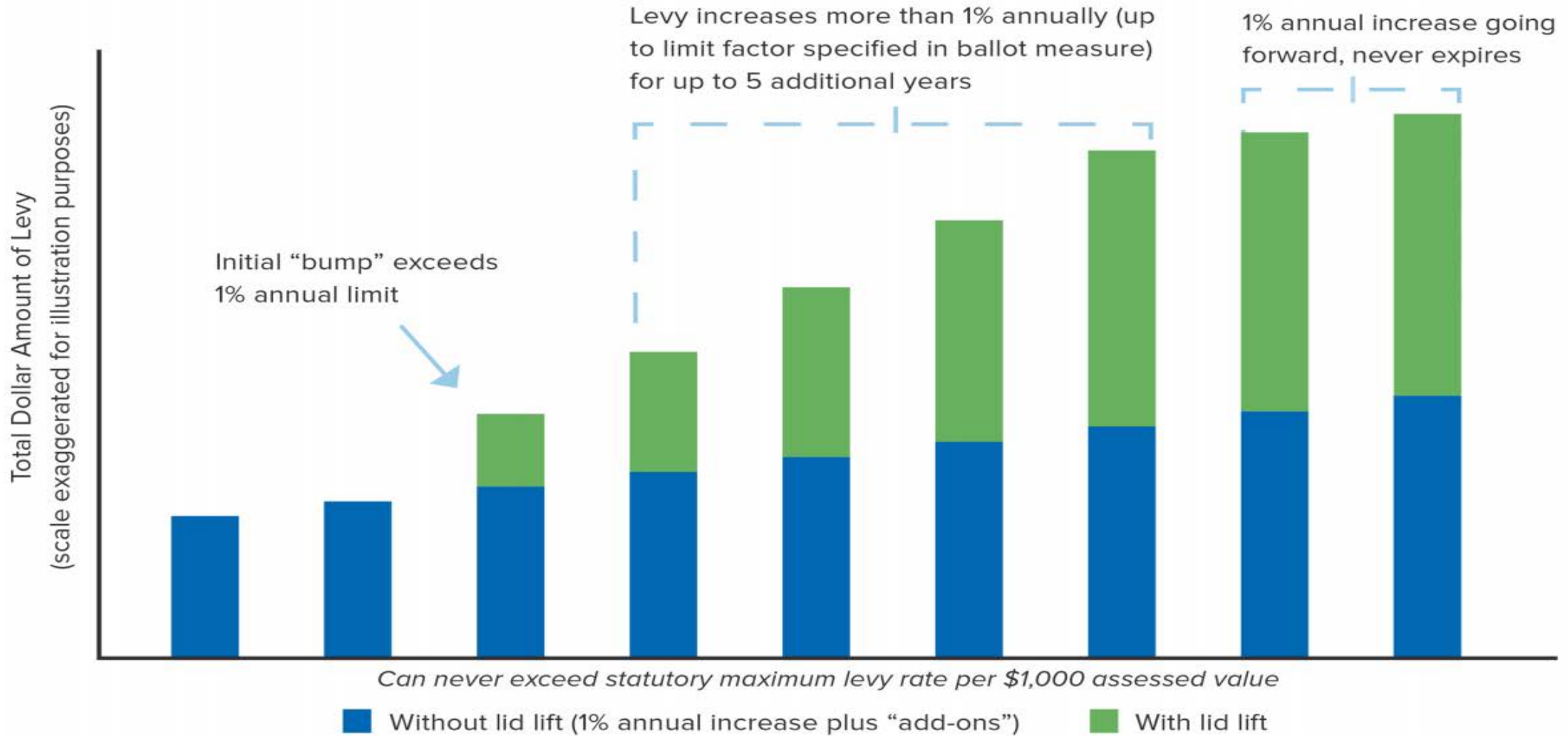


Property Tax Tools

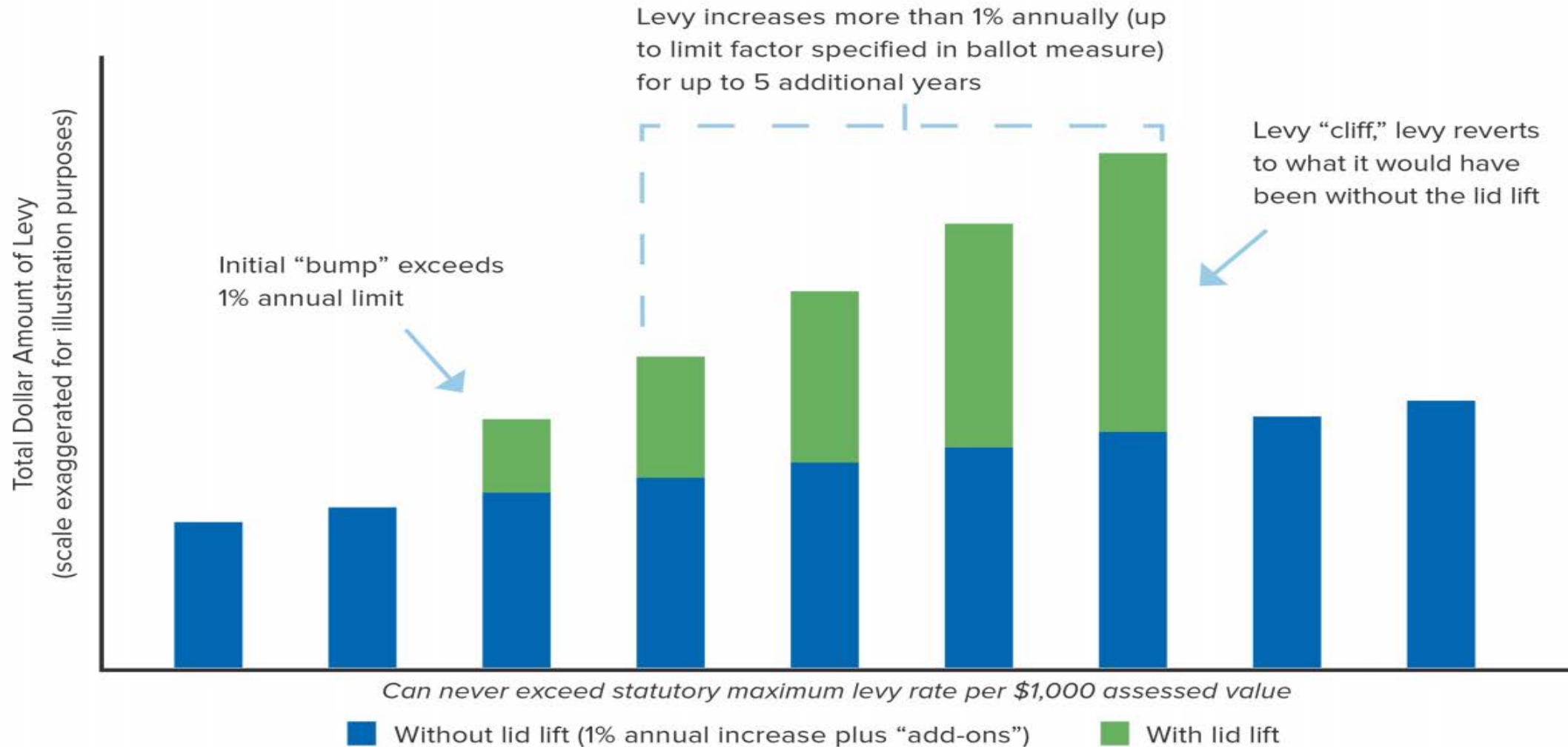
- Excess O&M levy
 - 1 yr. duration
 - 60% voter approval
 - 40% of voter turnout from the last general election
- Excess levy: Capital General Obligations bonds
 - Repays debt (over the life of the debt)
 - 60% voter approval
 - 40% voter turnout from the last general election
- Levy Lid Lift – 50% voter approval
 - Single-Year
 - Multi-Year

Note: triggering the \$5.90 local government levy limitation and the \$10 constitutional limit is not likely over the next 10 years.

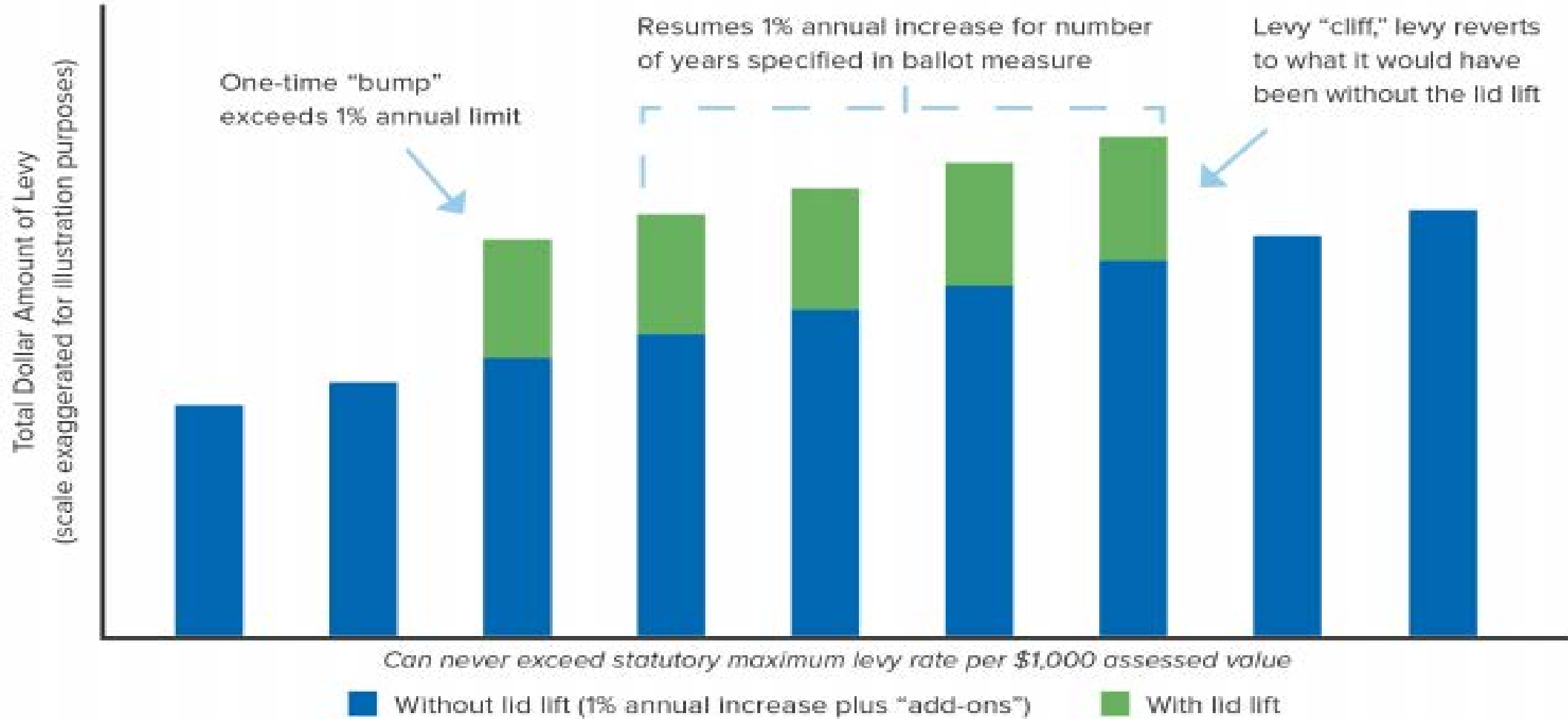
Property Tax: Multi-Year Permanent Levy Lid Lift



Property Tax: Multi-year Temporary Levy Lid Lift

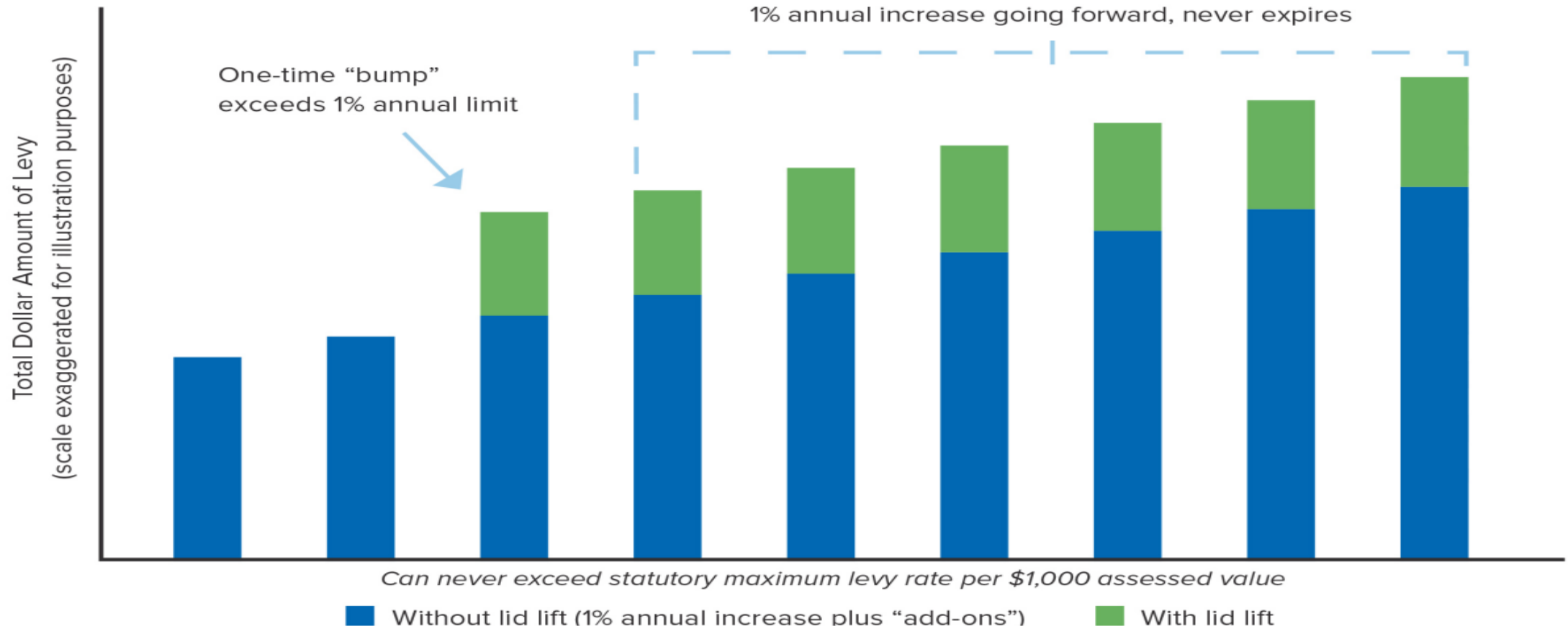


Property Tax: Single-Year Temporary Levy Lid Lift



Property Tax: Single-Year Permanent Levy Lid Lift

SINGLE-YEAR PERMANENT LEVY LID LIFT



Property Tax: Single-Year vs Multi-Year Levy Lid Lift

	"Single-Year" Option	"Multi-Year" Option
Number of years you can exceed the 1% annual levy limit	1	Up to 6
Temporary option	After Year 1, levy amount increases up to 1% annually for specified number of years. After measure expires, levy reverts as if lid lift never occurred.	Lid lift lasts up to 6 years, with annual limit factor specified by city. After measure expires, levy reverts as if lid lift never occurred.
Permanent option	Year 1 levy is used to calculate all future 1% levy increases	Levy amount in final year is used to calculate all future 1% levy increases
May be used for	Any lawful governmental purpose	Any limited purpose stated in the ballot measure
Supplanting restrictions?	None	Cities within King County may not supplant funds
Election date	Any special, primary, or general election	Primary or general election only
Voter approval required	Simple majority	Simple majority

Use of Single-year lift of multi-year lift for debt service triggers a 9 yr. duration limitation.

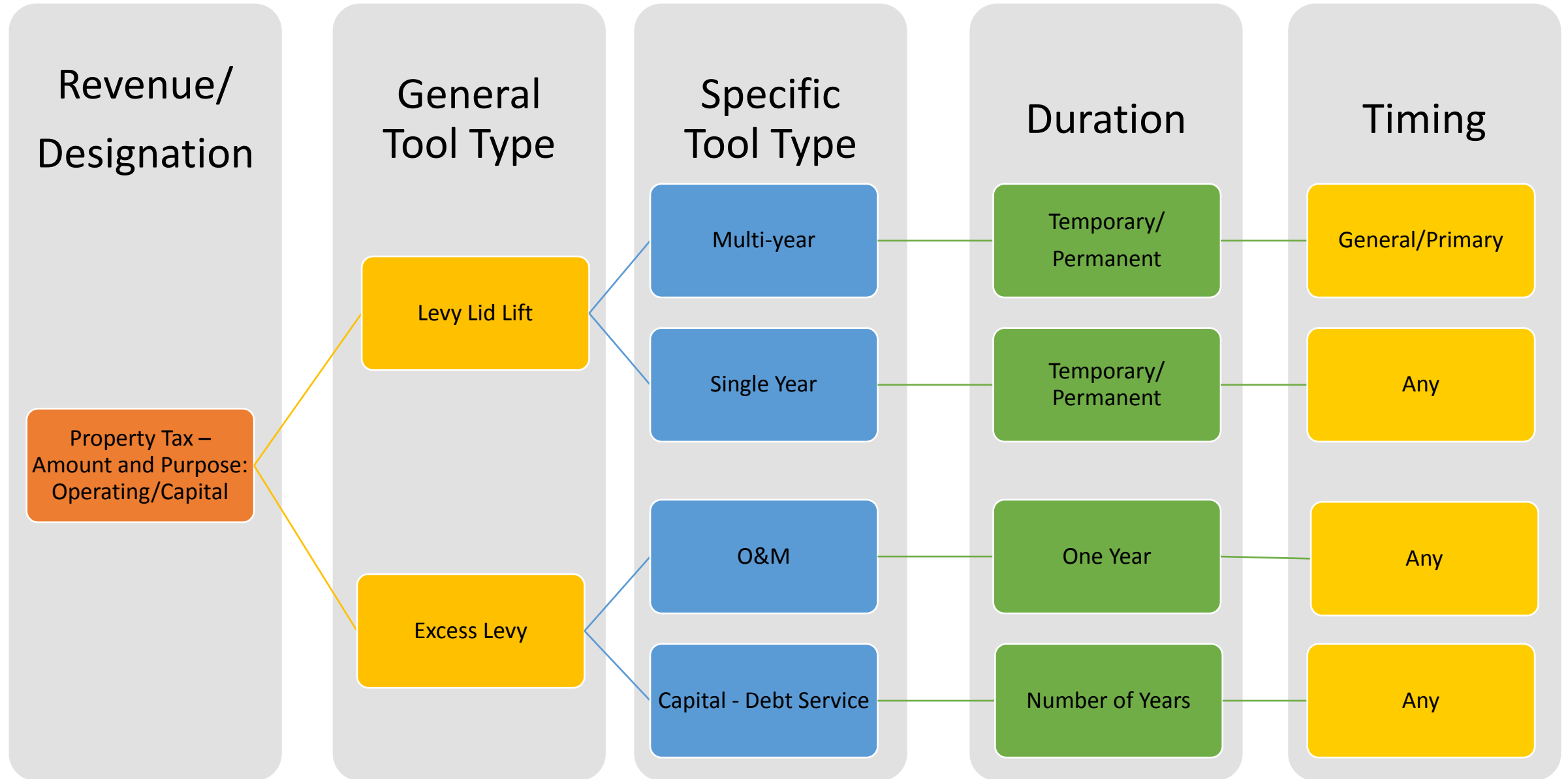
Property Tax: New Legislation

- New legislation: [HB 2597](#) (effective June 7, 2018) allows cities and counties to exempt senior citizens, disabled veterans, and other people with disabilities (as defined in [RCW 84.36.381](#)) from the tax increase resulting from a levy lid lift if desired.
- This exemption is optional, and must be stated in the ballot measure placed before the voters.
- If exempt, total revenue will be reduced by an estimated \$96,000 per year
- Recommendation: Incorporate the exemption

Property Tax: Ballot Requirements

- Single-Year Lid Lift Ballot
 - Maximum tax rate to be imposed in the first year
 - Duration (if temporary) or define the lid lift as permanent – the dollar amount of the levy will be used for the purpose of computing the limitations for subsequent levies
 - Exemption for senior citizens and persons with disabilities
 - No longer than 75 words
- Multi-Year Lid Lift Ballot
 - Purpose defined
 - Duration or define the lid as permanent
 - Maximum tax rate to be collected in the first year (per \$1,000 AV)
 - State the limit factor to be used for all subsequent years (as annual % or inflationary index – has to be the same for each year)
 - Exemption for senior citizens and persons with disabilities
 - No longer than 75 words

Property Tax: What Works Best for Vancouver?



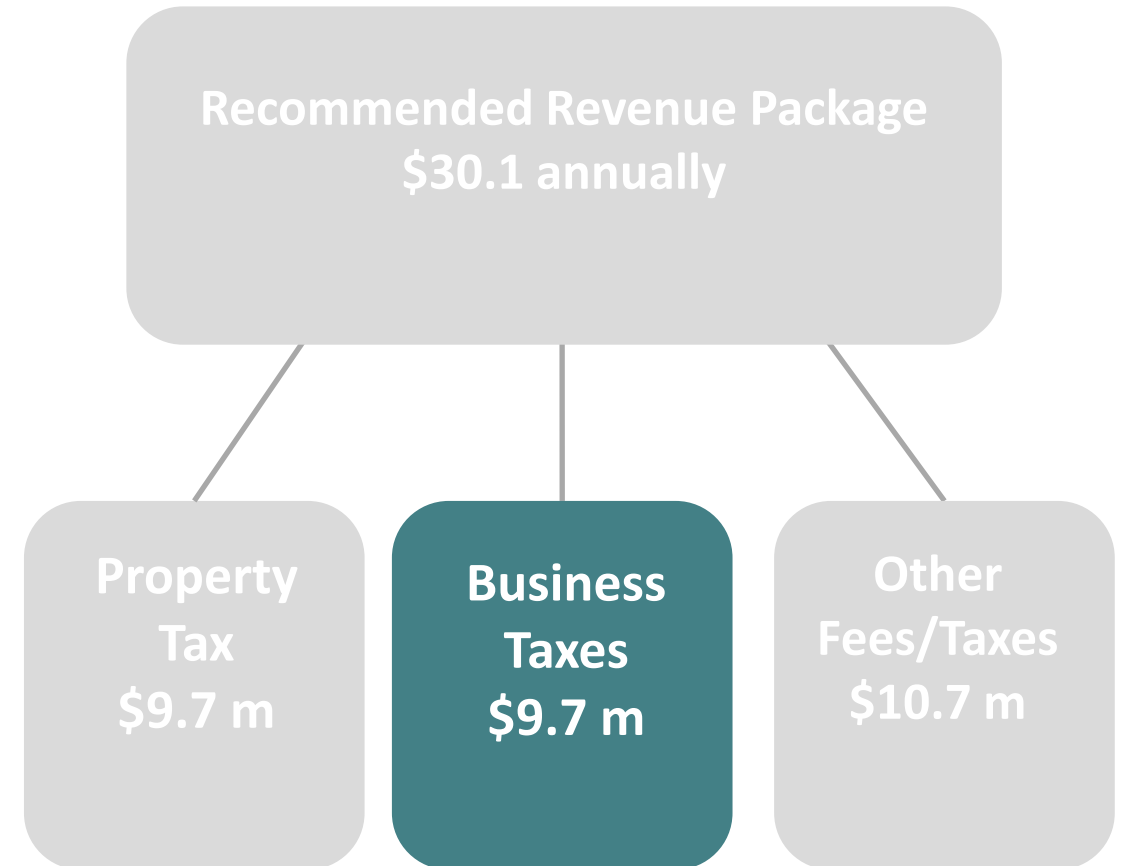
Property Tax: What Works Best for a Stronger Vancouver?

Questions and direction?



ESC Revenue Recommendations: Business Taxes

- B&O rate of \$0.55 per \$1,000 of annual gross business revenue
- \$70 increase to per full-time employee business license surcharge



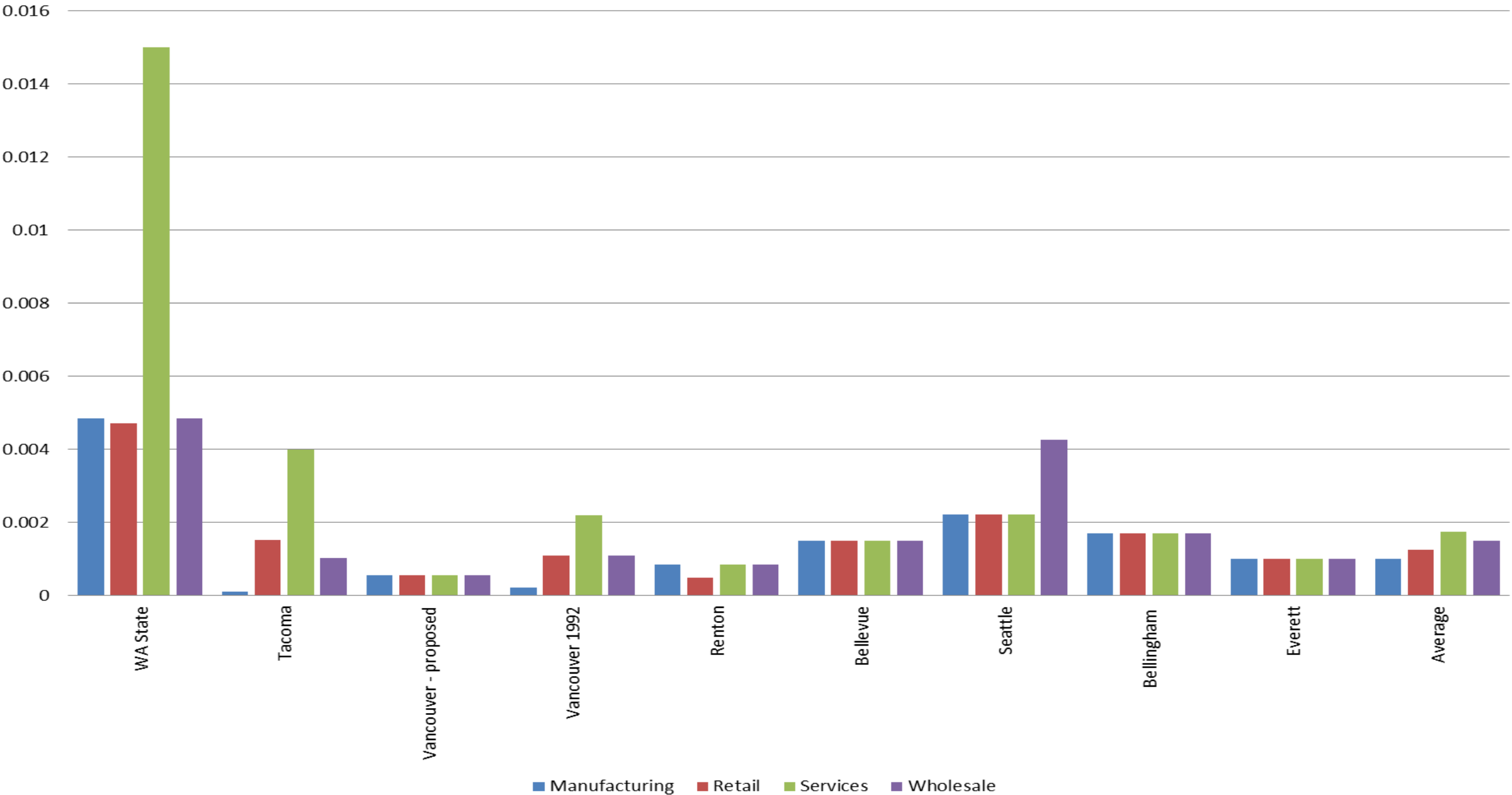
ESC Revenue Recommendations: Business Taxes

Business Taxes	Rate	Annual Revenue	Use
Business & Occupancy (B&O)	\$0.55 per \$1,000 of annual gross revenue	\$5.5 m	• Commercial district improvements • Subarea/district plans • Problem-Oriented Police Unit • Homelessness services and response
Per Full-Time Equivalent (FTE) employee surcharge	\$70 increase to current rate	\$4.2 m	• Commercial district improvements • Traffic/bike/pedestrian safety programs • Fire prevention program • Summer Playground Program expansion • Multi-lingual outreach program • Expanded community events program • Underserved youth program • Expanded neighborhoods program
Total: \$9.7 million			

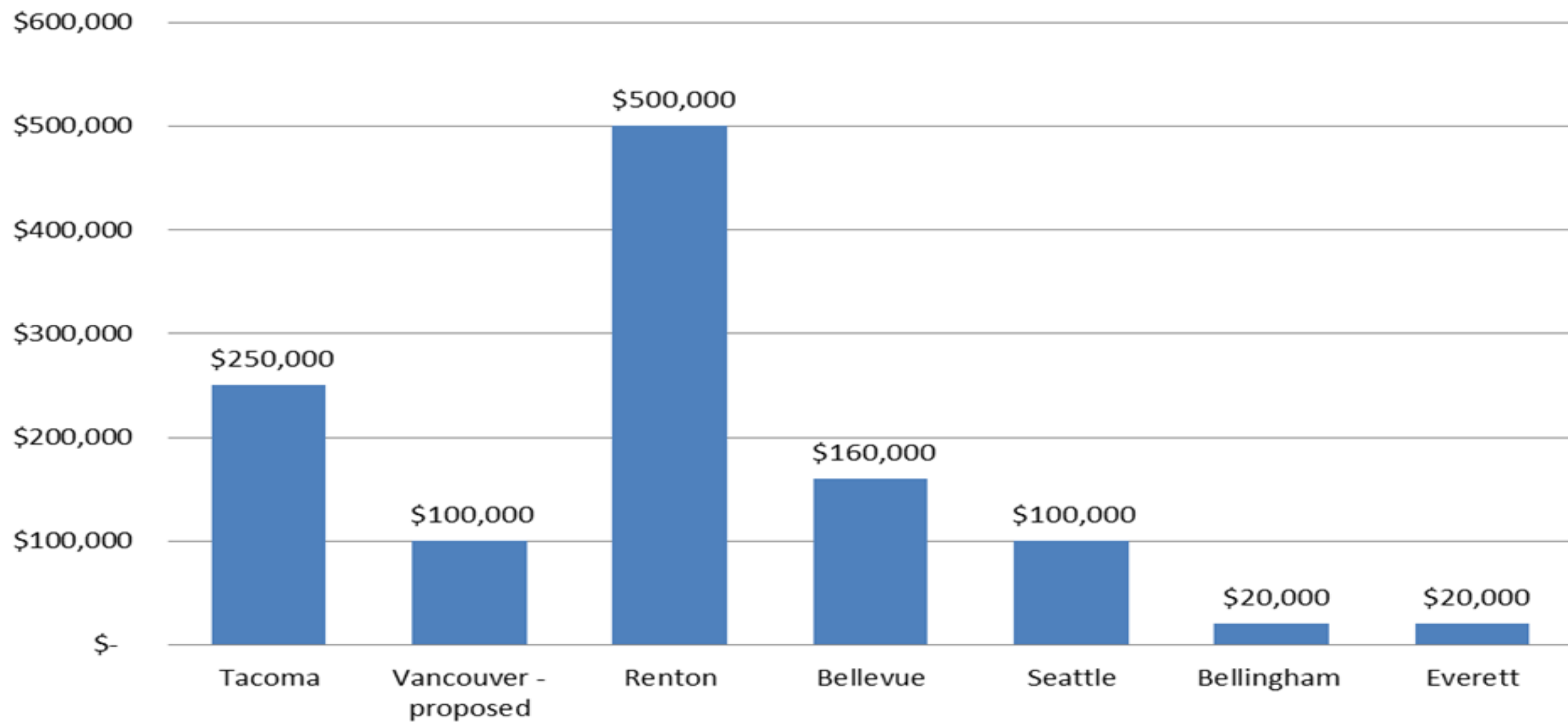
ESC Revenue Recommendations: B&O

- B&O is a gross receipts tax, generally measured on gross proceeds of sale, or gross income of the business. Maximum statutory local rate is \$2/1,000 in gross receipts
- Income is apportioned – only income generated in Vancouver would be taxed
- Tax usage across the state:
 - 43 of the 281 Washington cities (15%) have a local B&O tax
 - Seven of the 43 cities with B&O tax have a population greater than 75,000, of the other 36 cities, the average population is 14,300.
 - Currently the following larger cities in Washington do not have B&O tax: Spokane, Yakima, Kennewick, Kirkland, Vancouver

Comparison of B&O Rates for Cities With > 80,000 Population



Annual Income Threshold at Comparable Washington Cities, (in dollars)



ESC Revenue Recommendations: B&O Tax

- Target revenue: \$5.5 million annually
- Proposed: Exemption of businesses generating less than \$100,000 per year
- All required to report (even exempt)
- Phase-in over a three year time period, for both, the rate and the minimum threshold.
- Fairly intensive administrative costs – will take 3 FTEs to administer
- ESC Recommendations suggested to consider credits and exemptions that foster growth and expansion
- Will need a separate council work session to understand the credit, apportionment, exemptions, etc.

ESC Revenue Recommendations: Business License Surcharge

- Current rate: \$90/ employee for all company employees
- Proposal:
 - Increase by additional \$70/employee to a total of \$160/employee to generate \$4.2 million in new revenue annually
 - Index to inflation (CPI-U)

ESC Revenue Recommendations: Business Taxes

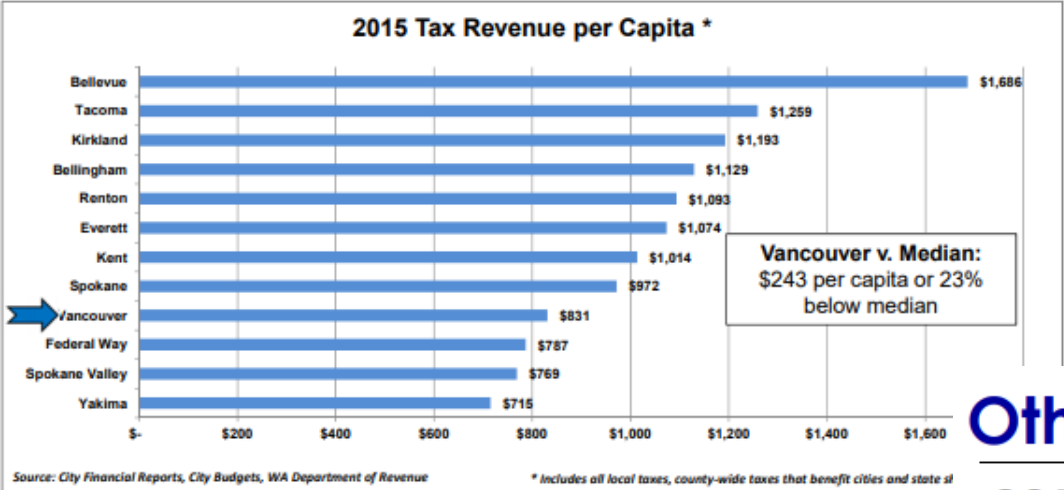
- Additional Considerations -- The most challenging element of the Stronger Vancouver Initiative:
 - Only two major tools available: BLS and B&O
 - B&O taxes gross receipts, rather than bottom line
 - Adding B&O broadens and diversifies the business taxpayer base
 - B&O tax is the main source of business tax revenue statutorily available in WA State
- Additional Analysis:
 - Fiscal Benchmarking
 - Impact on City Competitiveness

ESC Revenue Recommendations: Benchmarking

Other Observations

2015 Tax Revenue Per Capita

- Much of the difference in Vancouver is due to a smaller tax base, fewer voter approved taxes and limited business taxes

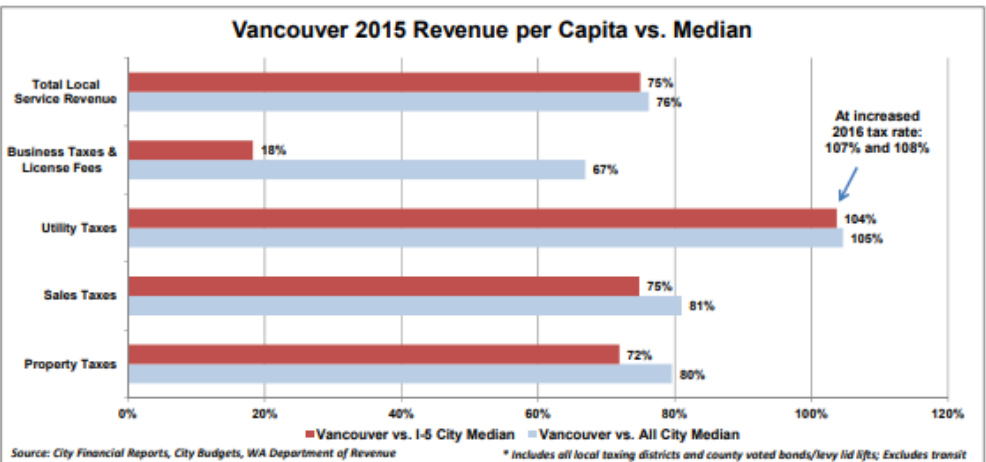


March 8, 2018

Residential & Business Taxes in Vancouver
Vancouver Strong Executive Sponsors Council

Other Observations

2015 Tax Revenue Sources v. Peer City Median



March 8, 2018

Residential & Business Taxes in Vancouver
Vancouver Strong Executive Sponsors Council



ESC Revenue Recommendations: Competitiveness

KEY FINDING: Vancouver still has a competitive tax environment with the Executive Sponsors Council recommended tax changes, compared to other cities in the greater region.

Taxes fund public goods and services from which businesses benefit. While taxes are one of the many important factors that businesses consider, they are not likely a deciding factor. Businesses tend to prioritize productivity first and costs second.

Vancouver's Tax Competitiveness

- The City of **Vancouver's current tax policy is competitive among comparison cities**. In fact, the City of Vancouver's tax impact is consistent with that of Camas' and generally lower than Tacoma, Portland, and Beaverton's environments.
- Upon an assessment of the proposed tax changes, ECONorthwest finds that tax/rate increases included in the **recommendations will increase rates/taxes** for existing Vancouver businesses only marginally. Using six, *typical* business prototypes to gauge change, ECONorthwest finds that on average, and as a percent of gross income, **tax impact will increase by about 0.2% or less**.
- Using the same six, average business prototypes, if proposed tax/rate changes were to be implemented in Vancouver, **Vancouver's tax environment will remain more competitive than that in Tacoma, Portland, and Beaverton, which are cities that provide an array of comparable urban services**.
- While Battle Ground and Camas have a lower total overall tax impact, **they also have fewer urban services that many businesses rely on and expect**.

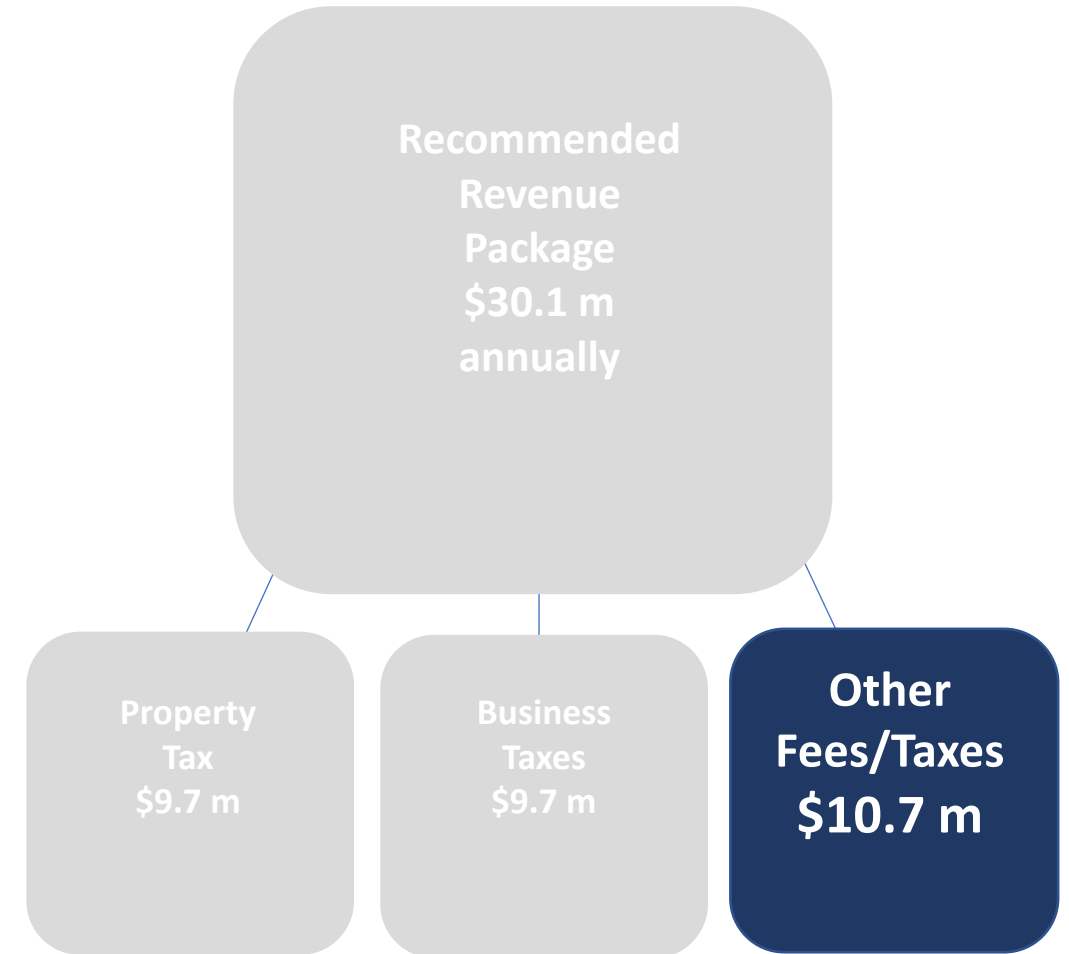
Business Taxes: What Works Best for Vancouver?

Questions and direction on composition and rate?



ESC Revenue Recommendations: Other Taxes/Fees

- Utility tax
- Internet sales tax revenue
- Park Impact Fees
- Downtown Improvement Area
- Admissions tax
- Vehicle license tab



ESC Revenue Recommendations: Other Taxes/Fees

Tool	Rate	Annual Revenue	Use
Utility tax/rate	2.50% increase to current rate	\$2.7 m	• Fire sprinkler program • Recreation program fee reductions • Operations Center replacement (utility portion)
Sales tax/internet sales	n/a	\$3.0 m	• Operations Center replacement
Park Impact Fees	Increase PIFs to reflect current real estate and construction costs	\$2.6 m	• Parks renovations
Downtown Improvement Area	\$0.42 per \$1000 assessed value of business property downtown	\$0.70 m	• Downtown improvements: additional police and clean-up services
Admissions tax	5% of ticket price	\$0.50 m	• Culture, Arts & Heritage Program
Vehicle license tab	\$10 increase to current rate	\$1.2 m	• Commercial district infrastructure improvements
Total: \$10.7 m			

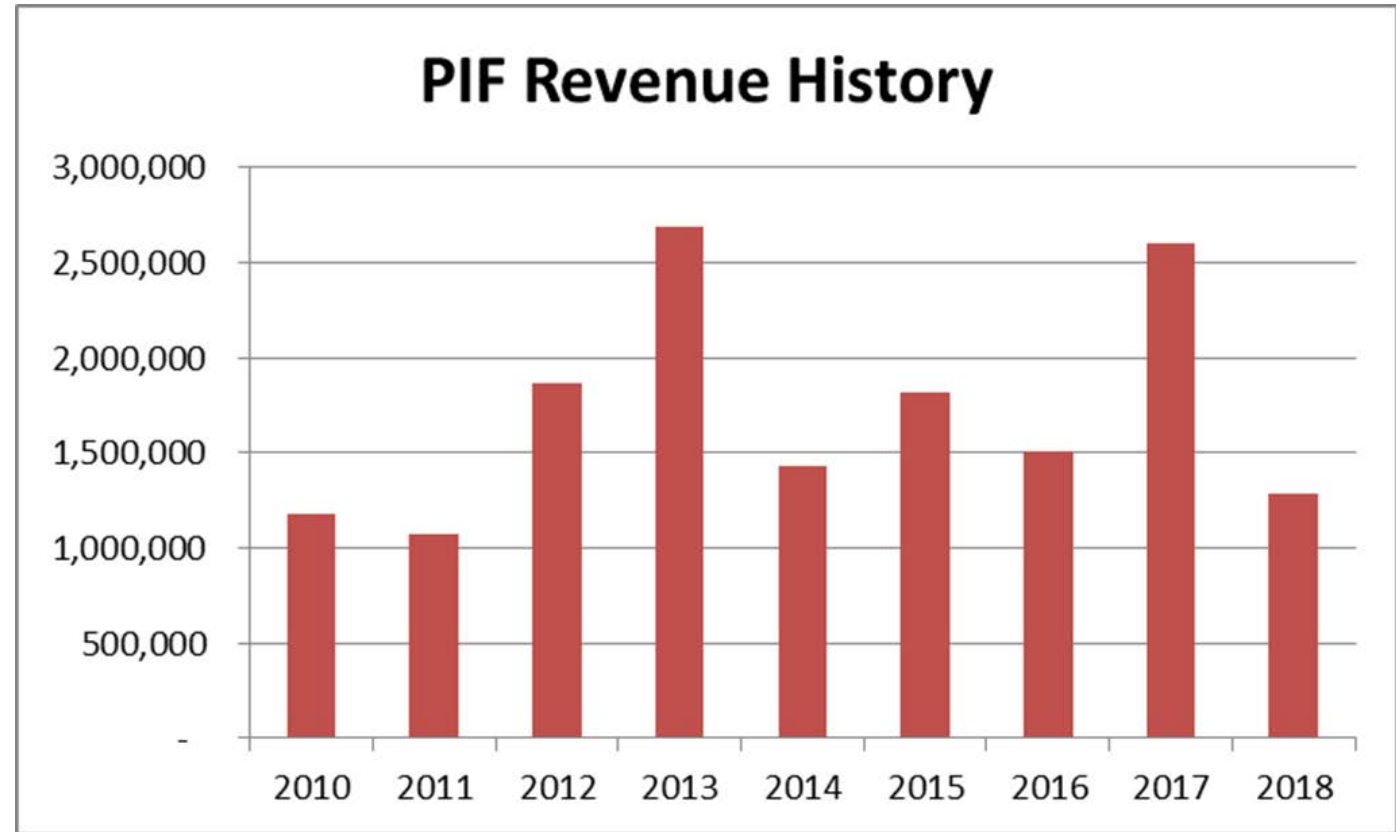
ESC Revenue Recommendations: Other Taxes/Fees

- Utility tax revenue increases with customer base and rate increases
- City's utility rates remain competitive compared to those at surrounding jurisdictions and major municipalities of the state of Washington
- > 68% of the utility tax revenue comes from residential customers
- Utilities will need to issue debt to fund the Utility portion (60%) of the cost of the replacement Operations Center. The rate increase will generate new Utility tax. The Utility tax imposed for the ASV could be set to go down once the rates are increased for utility debt service.

ESC Revenue Recommendations: Other Taxes/Fees

Park Impact Fees:

- The City has not raised PIF rates since 2004
- Anticipates \$2.6 mil annual new PIF revenue for Parks (for community parks and undeveloped parks)



ESC Revenue Recommendations: Other Taxes/Fees

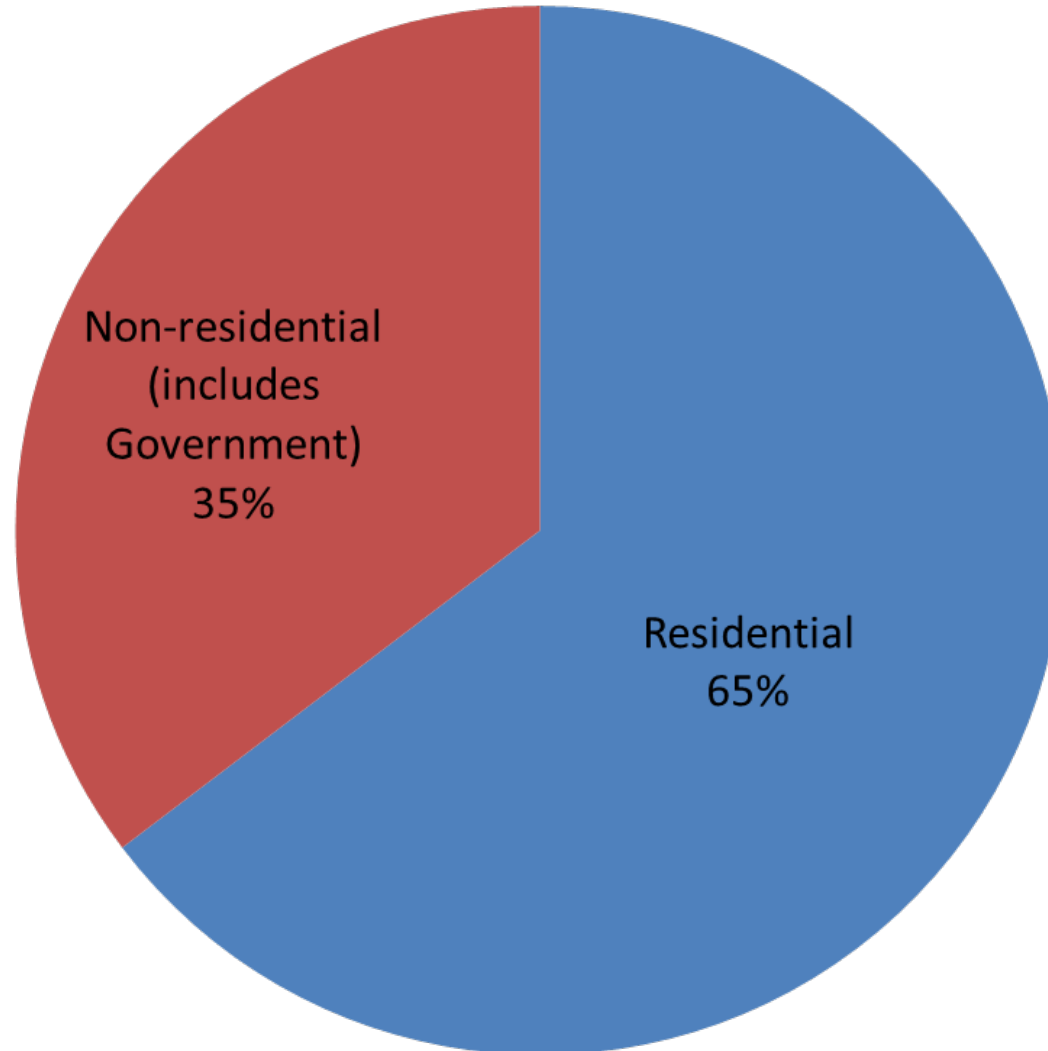
Admissions Tax

- Proposed -- 5% tax on movie tickets in multi-screen venues.
 - Other potential taxable events: any venues providing public entertainment: golf carts, theaters, golf courses, laser tag, etc.
- Estimated to generate \$0.5 - 0.6 million annually (from movie theaters alone)
- Identified by the Culture, Arts and Heritage Plan (2018) as a primary funding source for the City's cultural program

ESC Revenue Recommendations: Impact

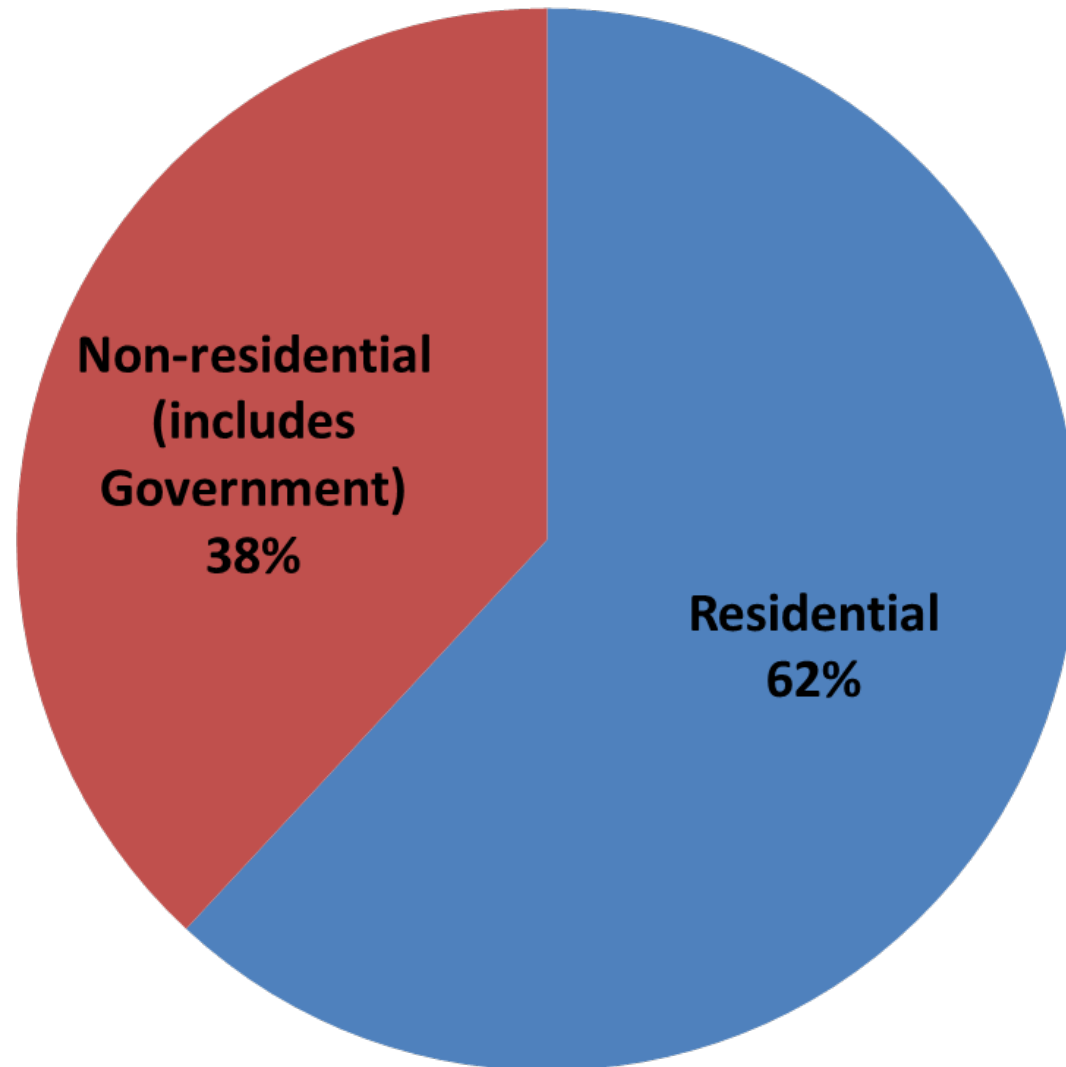
Who Pays?

Prior to Impact of the ESC Recommended Revenue Package



ESC Revenue Recommendations: Impact

Aggregate – with Stronger Vancouver



Community Feedback on Revenue Options

1. Preference for use of a combination of revenue sources
2. Concern about impact of increased taxes on low-income residents and small businesses
3. Ensure a high-level of accountability and annual progress reports on projects
4. The business community has expressed opposition to a local B&O tax.

Council Feedback on ESC Recommendations

Feedback received from Council to date:

- Eliminate BID as a funding source and the related costs
- Move forward with Sprinkler grants program ordinance, but exclude the program from the Stronger Vancouver package – a reduction of \$1 mil/year
- Concerns surrounding B&O tax

Council Feedback on ESC Recommendations

Key questions (from revenue primer memo):

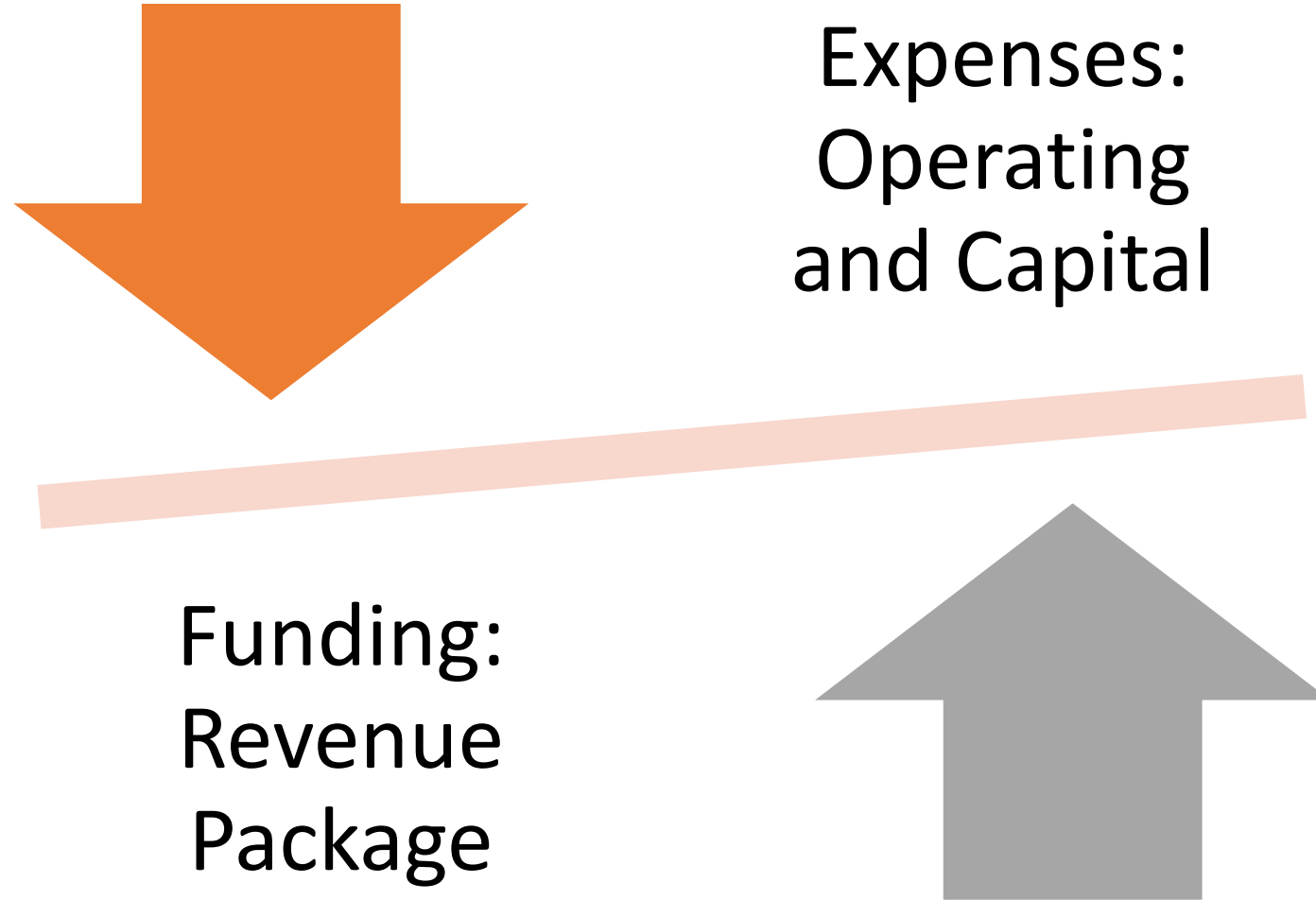
- Should the capital project program (excluding the operations center) be delivered on a pay-as-you-go basis or with the use of some debt?
- Will business and occupation tax be included as part of the final package?
- Will an admissions tax be included as part of the package?
- What should the voted property tax component be (levy lid lift/excess bond levy)?
- Should the voted property tax be single-year or multi-year?
- If multi-year, will a levy include making permanent the affordable housing fund?

Council Feedback on ESC Recommendations

Related questions:

- Size and composition of the Capital program
- Size and composition of the Operating program
- Implications from changes to the Revenue or Expenditure sides?

Council Feedback on ESC Recommendations



Questions & Discussion



A STRONGER
VANCOUVER

October 7, 2019
Vancouver City Council Workshop



**A STRONGER
VANCOUVER**
Investing in our future

DATE: September 16, 2019

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager

RE: **A Stronger Vancouver – revenue discussion primer**

Executive Summary

With the Council's in-depth review of the Stronger Vancouver package and the current phase of community engagement nearly complete, the Council's discussions are ripe to transition from review to decision making.

To date, Council's review of the capital projects package has produced minor modifications; a complete review of the programs package is pending the September 16 work session.

The City has conducted further community outreach and engagement over the summer in the form of tabling events, open houses, discussion forums, focus groups and surveys.

Following confirmation of the projects and services, direction on revenues in October will be essential to finalizing decisions on the overall package by the end of 2019.

Staff is prepared to develop alternatives for Council's consideration based on deliberations.

Background

The Stronger Vancouver initiative originated in 2017 as a strategy to develop a comprehensive long term solution to supporting and sustaining City services. The effort is built around Vancouver's vision of becoming a safer, welcoming vibrant and prosperous community. The City convened an Executive Sponsors Council (ESC) comprised of a broad cross-section of business, non-profit and community leaders to play a central role in synthesizing input from a wide range of sources into a recommendation for Council's consideration. This required narrowing an infinite universe of possible project and program investments and resourcing approaches to a manageable collection for the Council to consider.

Members of the ESC relied on direct engagement with their respective constituencies as well as feedback received from community outreach over the 22 months of their work. Their recommendation was delivered to the City Council in April of this year. Since then, the City Council has held six work sessions, including one half-day retreat as well as a tour of representative capital projects, to review in depth the recommendation elements, and the City has conducted further community outreach and engagement in the form of tabling events, open houses, discussion forums, focus groups and surveys.

Current Status

At the September 16 work session, City Council is anticipated to complete its review of the project and service package recommended by the ESC. In addition, the Council will receive an update on themes that have emerged so far from community engagement that occurred over the summer. With the convergence of these two tracks (Council review and community engagement), the Council's discussions are ripe to transition from review to decision making.

To date, the Council has generally confirmed the project elements recommended by the ESC. Refinements identified by the Council include:

- The potential addition of "Portland loo" style public restrooms in strategic areas throughout the City, particularly in downtown and at regional multi-use facilities like parks and trails.
- The potential of adding trail investments to the capital package.
- Demotion of the Lower Grand Employment Area as a priority investment area targeted for infrastructure investment in support of economic development.

Potential refinements to the service package are pending Council discussion on September 16.

While the Council has made substantial progress in review of the recommended project and service package, the balance of the Council's deliberations that bring in the revenue discussion are anticipated to be iterative, and include opportunity for further refinements.

Revenues

The revenue recommendation from the ESC identifies ten funding sources including a mix of dedicating current revenues as well as using council manic and voted options. These were all included in the recommendation to assure a complete depiction of the comprehensive revenue scenario, and are as follows:

- | | |
|--|--|
| • Property Tax | • Park Impact Fees |
| • Business & Occupation Tax | • Utility Rates |
| • Utility tax | • Business Improvement District |
| • Business License Surcharge | • Vehicle License Tabs |
| | • Internet sales tax |

Of these revenues, the **internet sales tax** is a new revenue (2018) resulting from a change in the way existing sales tax rates are applied to internet sales. No action was or is required by the Council to realize this revenue.¹ Consequently, they are omitted from the balance of discussion in this memo.

With that narrowing, the discussion regarding revenues can still appear complex. However, when the individual elements are considered, the overall revenue package can be simplified. This memo offers some context, consideration and discussion framework for the Council's reference.

Revenue Types Revenues generally fall into four types of categories: general purpose, special purpose, voted and councilmanic.

- **General Purpose:** These types of revenues can be used for any municipal purpose as directed by the City Council. Examples include property taxes, business license surcharge and utility taxes.
- **Special purpose:** These types of revenues can be used only for statutorily authorized purposes. Examples include Park Impact Fees, which may only be used for park acquisition and construction, or vehicle license tab fees, which may only be used for improvements to the transportation system.
- **Councilmanic:** These are revenues that can be enacted under the direct authority of the City Council
- **Voted:** These revenues may only be enacted by a vote of the people.

The revenues contemplated in Stronger Vancouver fall into these categories as follows:

Action	General Purpose	Special Purpose
Voted	• Property Tax	
Councilmanic	• Business & Occupation Tax • Utility tax • Business License Surcharge • Admissions tax	• Park Impact Fees • Utility Rates • Business Improvement District • Vehicle License Tabs

Of the above revenues, the proposed method for establishment of a **Business Improvement District** relies on a petition signed by property owners representing 60% of the assessed value in the district. Earlier this year, it became clear that there is reluctance from downtown property owners to sign a petition achieving this sufficiency. This reluctance was, in part, based on concern about the unique "layering" effect of the multiple revenue sources (property tax, BID, B & O, etc.) contemplated as part of

¹ These revenues are already being collected in the current biennium and placed into a facility reserved for the general fund portion of the Operations Center project.

the Stronger Vancouver package specifically on downtown if it were fully implemented. While it is within the authority of the City Council to enact a BID without a sufficient petition, the model is most successful when it enjoys the broad support of property owners involved in the District. Based on this, no Council action is contemplated to establish a BID in downtown until a sufficient petition is received. Concurrent with the determination that there was insufficient interest to form a BID was the determination that the Library Square LIFT project would not be moving forward³. While disappointing, this LIFT project not moving forward presents an opportunity to meet the BID objectives without establishing a new tax structure. With the current biennium, in anticipation of issuing debt to support construction of a garage on the Library Square site under the LIFT program, the City appropriated \$0.5 million annually which would have been matched with the state tax increment contribution to support the debt. This budgeted capacity could be redeployed in support of the purposes of the BID without levying a new assessment on downtown properties. While the amount is less than what is contemplated in the Stronger Vancouver initiative, it would still represent substantial resources in support of the BID objectives.

Based on the above, one revenue elements can be removed from the discussion:

	General Purpose	Special Purpose
Voted	Property Tax	
Councilmanic	- Business & Occupation Tax - Utility tax - Business License Surcharge	- Park Impact Fees - Utility Rates Business Improvement District - Vehicle License Tabs - Admissions Tax

Of the remaining revenue elements, only two – Business and Occupation Tax and Admissions Tax - would be new. All other revenue components are already enacted by the City and are currently being collected and used to support delivery of projects or services; a Stronger Vancouver only contemplates changing their respective rates.

Some key direction will be needed from the Council in early October that will inform the structure of the ultimate package to be adopted later this fall. Previous discussions included a mix of voted and council manic funding for both the capital program included in the Stronger Vancouver proposal and the on-going programs.

The feedback received since the recommendations were published seems to indicate that there are several modifications to the proposal that would make it more understandable to the community and the business sectors alike. Those modifications include:

³ City Council confirmed at a March 1 retreat to pursue other potential uses at the Library Square site, such as surface parking.

- Using the voted property tax to fund the capital portion of the proposal and the related on-going operating and maintenance expenditures.
- Consider making certain project timing modifications to allow for funding of the capital program using mostly a pay-as-you-go approach and minimizing debt. This also is consistent with City staff concerns and the City's financial policies.
- Reinforce strong accountability elements in the proposal, preventing significant changes to the program once approved and including annual reports to the community, linking the dollars generated through this initiative with the projects built.

With the feedback in mind, there are several questions that will be helpful to get feedback from Council on. These include:

Issue	Considerations
Should the capital project program be delivered on a pay-as-you-go basis or with the use of some debt?	In general, the capital program could be delivered on a pay-as-you-go basis, depending on revenue sources ultimately adopted. The use of debt could accelerate completion of projects, with some additional costs. The exception is the operations center, which will require the use of debt that would be supported via adjustments to utility rates and existing current resources in the general fund.
Will business and occupation tax be included as part of the final package?	If the package does not include this revenue, a range of other options will be invoked, including re-scoping the on-going programs component of the Stronger Vancouver package and/or adjusting other potential revenue sources.
Will an admissions tax be included as part of the package?	The admissions tax was identified in the adopted Arts, Culture and heritage Plan as the recommended method to fund the arts and culture program. The current biennium included "start up" funding in the general fund for the cultural program in anticipation of Council action on a permanent revenue stream. The current one-time funding of the initiatives will expire at the end of the biennium. If the package does not include adoption of this revenue source, another source would need to be identified, or the

What should the voted property tax component be (levy lid lift/excess bond levy)?	program eliminated. A levy lid lift provides more flexibility, can be used for construction as well as operations and maintenance, has lower passage requirements, and plays a more significant role in long term structural sustainability for the City
Should the voted property tax be single-year or multi-year?	An excess capital bond has higher accountability and voter familiarity as a tool to fund construction, along with a higher passage requirement. Bond proceeds may not be used for operations and maintenance. “Single-year” levy will allow for one increase in the rate, subject to a 1% annual increase thereafter. (Any election.) “Multi-year” levy will allow a phased-in levy increase over a period of time, then subject to a 1% annual increase. (Primary or general election only).
Will a levy include making permanent the affordable housing fund?	This is an option recommended for consideration by the ESC, though not included in the detail of their recommended package.

Depending on the direction of Council’s deliberations, staff is prepared to develop alternate package scenarios for further review.

Election considerations

Conventional wisdom suggests that when placing a measure on the ballot, simpler is better. Assuming there is a ballot measure that emerges as a part of the Stronger Vancouver initiative, the Council will need to consider a few key decisions: levy type, number of items, and timing.

- Levy type: Though the simplest voted property tax tool is the one-time permanent levy lid lift, there are multiple other options, including:
 - Excess Levies (Operations & Maintenance)
 - G.O. Bond Excess Levies (Capital Purposes)
 - Single-Year Levy Lid Lifts (Operating and Capital)
 - Multi-Year Levy Lid Lifts (Operating and Capital)
- Define the program to be funded, any potential phasing and define the rate (s).

- Number of ballot items: Depending on what voted tool the Council chooses, multiple items may be appropriate for the ballot. For example, if the Council chose to place a bond on the ballot to pay for capital, no bond proceeds may be used to maintain the projects that would be built; a second levy may be a companion to the bond to provide maintenance. If there are multiple items on the ballot, there is risk of one passing and the other not, creating potential complications for delivery of the “promise”.
- Election timing: Multiple elements factor into election timing. Certain levy tools can only be placed on certain election dates. Presidential elections in 2020 should be considered, as well as potential other local elections. Seasonal service levels, such as summer parks use coincident with a primary election, may also be a factor to consider.

Attached for Council’s reference are excerpts from the MRSC Revenue Guide regarding voted property tax levies.

Fiscal Analysis

The City has conducted or commissioned several analytical efforts to examine:

- How Vancouver benchmarks fiscally against other cities
- The relative competitiveness of Vancouver’s tax climate for business
- The payer balance in Vancouver revenue system.
- The marginal increased tax expense as a result of the recommended Stronger Vancouver package
- Prototypical tax incidence scenarios for residential and businesses
- Long term trends in property tax payer balance

These will be provided for council's reference in the detailed revenue deliberations. Staff will seek guidance from Council as to additional analysis needed to inform Councils decision.

Process considerations

The comprehensive nature of the Stronger Vancouver package anticipates multiple actions by the Council. Resolving some of key directions highlighted above will dictate the number and complexity of the actions the Council will need to take. For example, if the package ultimately includes a B & O tax, there are several fairly complex policy issues specific to that revenue source to review with Council and translate into ordinance form. In order to deliver fully vetted ordinances and resolutions to the Council for final action in November-December, direction is needed in October.

Attachments: Excerpts from MRSC Revenue Guide

Excess Levies (Operations & Maintenance)

Quick Summary

- Property tax – additional levy with no specific levy rate cap.
- Revenues may be used for any lawful governmental purpose, but must be spent in accordance with the purpose(s) specified in the ballot measure.
- Requires voter approval.

RCW: [84.52.052](#), [84.52.054](#)

“Excess” or “special” levies, frequently referred to as “maintenance and operations” or “O&M” levies, are one-year levies²¹ that impose property taxes over and above the \$5.90 and \$10 constitutional property tax limits. Excess levies are authorized by [RCW 84.52.052](#) and [RCW 84.52.054](#), as well as article VII, section 2(a) of the state constitution. Any city may impose a one-year excess levy with voter approval. There is no restriction on the levy rate or levy amount for an excess O&M levy.

Use of Revenues

Excess O&M levies may be used for any lawful governmental purpose; however, the revenues must be spent in accordance with the purpose(s) specified in the ballot measure.

Because each levy is only for one year, excess O&M levies are often best suited for temporary purposes, such as a short-term project, a one-time expense or purchase, or bridging a temporary revenue shortfall or similar funding emergency. They have also been used effectively to fund gaps created when the timing of an annexation, formation of a special purpose district (such as a metropolitan park district or a regional fire authority), or other boundary change does not match with the assessors' schedules for adjusting boundaries, leaving a one-year delay before the new property taxes can be levied and collected within the new annexation area or newly formed special purpose district.

Excess O&M levies are generally not ideal for recurring expenses or critical governmental services such as public safety due to the 60% supermajority requirement (see next page) and the fact that the city must go before the voters every single year. If you are relying on excess levies and more than 40% of your voters say “no” one year, your city could face significant fiscal challenges.

However, there are a number of smaller, primarily rural cities and towns with limited revenue options that use excess O&M levies to fund basic general fund services such as public safety and transportation.

If your city is levying its statutory maximum rates and your revenue sources are still not sufficient to fund your ongoing maintenance and operations costs, salaries, etc., it may be prudent to consider other, more permanent revenue sources instead of annual excess O&M levies. However, for some cities

²¹ For cities, counties, and almost all other taxing districts, excess levies may only be imposed for one year at a time. However, school districts and fire protection districts have separate statutes allowing for multi-year excess levies.

with supportive voters, excess levies may still be an option for recurring expenses.

Ballot Measure Requirements

An excess O&M levy may be submitted at any special, primary,²² or general election and requires 60% supermajority approval, subject to validation/minimum voter turnout requirements (see [page 55](#)).

According to MRSC's [Local Ballot Measure Database](#), about 80% of excess O&M levies submitted by cities have passed in recent years. However, these results are significantly skewed by the small number of cities that are responsible for the vast majority of these levies, as well as the historical custom of the voters in those cities and towns.

1% Annual Levy Limit

Because excess levies may only be imposed for one year at a time, the 1% annual levy lid limit (see [page 36](#)) does not apply. To impose an excess levy in subsequent years, the city would have to submit a new excess levy to voters every year.

Prorating

Excess O&M levies are not subject to the \$5.90 or \$10 limits (see [page 12](#)), so they are not subject to prorating and will not be affected if either limit is exceeded.

22 [RCW 84.52.052](#) states that the levy must be submitted at "a special or general election," which at first glance might seem to rule out the August primary election. However, [RCW 29A.04.321\(2\)](#), which establishes the election schedule for local governments, authorizes the county to call up to four "special elections" each year, including the primary election. So for these purposes, "special election" includes the primary election.

G.O. Bond Excess Levies (Capital Purposes)

Quick Summary

- Property tax – excess levy to repay unlimited tax general obligation (G.O.) bonds.
- Revenues are restricted to capital purposes.
- Requires voter approval.

RCW: [84.52.056](#)

Any city, with voter approval, may issue unlimited tax general obligation (G.O.) bonds – also known as U.T.G.O. bonds – for capital purposes (see [RCW 84.52.056](#) and article VII, section 2(b) of the state constitution). Once the bond has been approved and issued, it is repaid through annual excess levies for the duration of the bond.

G.O. bond excess levies provide a stable revenue stream to repay debt and are automatically sized to pay the principal and interest on the bonds due each year (unlike other revenue sources such as levy lid lifts or sales taxes). As soon as the debt has been repaid, the excess levies cease.

If you are considering issuing G.O. bonds for a capital project, it is extremely important to consult your city's bond counsel early in the planning process.

Use of Revenues

U.T.G.O. bonds may only be used for capital purposes, which does *not* include the replacement of equipment.

Ballot Measure Requirements

A U.T.G.O. bond may be submitted at any special, primary, or general election and requires 60% supermajority approval, subject to validation/minimum voter turnout requirements (see [page 55](#)). Such an election may not be held more often than twice per calendar year.

The ballot measure should typically be drafted by your city's bond counsel, since it has peculiar requirements and must authorize both the issuance of the bonds *and* the excess property tax levies.

1% Annual Levy Limit

G.O. bond excess levies are not subject to the 1% annual levy lid limit. The levy amount for each year is calculated according to the length of the obligation and the associated amortization schedule prepared at the time of the bond sale. The annual levy amounts are "right-sized" so that they will repay the exact amount of the debt, including both the principal and the interest.

Prorationing

G.O. bond excess levies are not subject to the \$5.90 or \$10 limits (see [page 12](#)), so they are not subject to prorationing and will not be affected if either limit is exceeded.

Levy Lid Lifts

Quick Summary

- Allows cities to exceed the 1% annual levy lid for any of their levies.
- Two basic options:
 - o “Single-year” lid lifts allow you to exceed the 1% annual lid for one year only.
 - o “Multi-year” lid lifts allow you to exceed the 1% annual lid for up to six years.
- Cannot use a levy lid lift if city is levying its statutory maximum rate.
- Must use all of your banked capacity before seeking a levy lid lift.
- Revenues are either unrestricted or restricted depending upon the levy lid being increased.
- Requires voter approval.

RCW: [84.55.050](#)

If your city does not have banked capacity available, the only way to increase your levy amount more than 1% is through a voter-approved “levy lid lift.” (See [RCW 84.55.050](#) and [WAC 458-19-045](#), which provides a better understanding of the process than the statute.) According to the Department of Revenue, if you *do* have banked capacity available, you must use all of your banked capacity before seeking a levy lid lift. You cannot “save” banked capacity by doing a levy lid lift.

A levy lid lift is not a separate property tax, but rather a way of increasing an existing property tax, such as your general fund levy or EMS levy, above the 1% increase limit. Any city levying a tax rate below its statutory maximum rate may ask the voters to “lift” the levy lid by increasing the tax rate to some amount less than or equal to its statutory maximum rate. If your city is already levying its maximum rate, you cannot use a levy lid lift.

Your city would need to do a separate levy lid lift for each of its respective levies. For instance, you could submit one ballot measure for your general fund levy, but you would have to submit a separate ballot measure for your EMS levy.

Beginning in 2018, cities can exempt senior citizens, disabled veterans, and other people with disabilities (as defined in [RCW 84.36.381](#)) from the tax increase resulting from a levy lid lift if desired. This exemption is optional, and if your jurisdiction is planning a levy lid lift and you want to exempt these individuals, you must state the exemption in the ballot measure placed before the voters. If you choose this option, this will result in two separate assessed valuations for your levy – one that applies to the levy amount below the lid lift, and a somewhat smaller assessed valuation that applies to the levy lid lift portion only.

Levy lid lifts can be quite confusing. Cities have two main options: “single-year” and “multi-year” lid lifts. However, these names can be confusing too, since “single-year” lid lifts typically last for multiple years and can be made permanent.

A good way to think of the difference between “single-year” and “multi-year” lid lifts is: How many years can your total levy increase by more than 1 percent? With a single-year lid lift, you can exceed the 1% annual limit for one year only, and then future increases are limited to 1% (or inflation) for the remainder of the levy. With a multi-year lid lift, you can exceed the 1% annual limit for up to 6 consecutive years.

Which Option is Better?

The answer, of course, is “it depends.” There are a number of key differences between single-year and multi-year lid lifts. A brief summary is below, with more details on the following pages.

Comparison of Levy Lid Lift Options

	“Single-Year” Option	“Multi-Year” Option
Number of years you can exceed the 1% annual levy limit	1	Up to 6
Temporary option	After Year 1, levy amount increases up to 1% annually for specified number of years. After measure expires, levy reverts as if lid lift never occurred.	Lid lift lasts up to 6 years, with annual limit factor specified by city. After measure expires, levy reverts as if lid lift never occurred.
Permanent option	Year 1 levy is used to calculate all future 1% levy increases	Levy amount in final year is used to calculate all future 1% levy increases
May be used for	Any lawful governmental purpose	Any limited purpose stated in the ballot measure
Supplanting restrictions?	None	Cities within King County may not supplant funds
Election date	Any special, primary, or general election	Primary or general election only
Voter approval required	Simple majority	Simple majority

Setting a specific time period (a temporary lid lift) may make the ballot measure more attractive to the voters. But, making it permanent means you can use the funds for ongoing operating expenditures without having to be concerned that you will have to go back to the voters for another lid lift.

When selecting the right levy lid lift option for your city, here are a few key factors to consider:

- How much money you need to raise;
- What you need the revenue for, and for how long (for instance, continued operating costs versus a capital project that will only last a few years);
- How quickly your costs, and property values, are increasing;
- Your desired election date (special, primary, or general); and
- How you think voters will respond to the different alternatives (for instance, a permanent versus temporary tax).

Using Levy Lid Lifts to Repay Debt

Both single-year and multi-year levy lid lifts can be used to repay debt. However, if the levy lid lift is used to repay debt, it may not exceed nine years.

Many cities consider whether they can use a levy lid lift to circumvent the supermajority voter approval and minimum turnout requirements of a voted general obligation (G.O.) bond. It is important to understand that a voted G.O. bond, repaid by an excess levy (see [page 33](#)), will provide several advantages over a levy lid lift:

- First, because the excess levy is automatically sized to be sufficient to pay the principal and interest on the bonds due in each year, it is a more stable revenue stream. The amount of revenue generated by a levy lid lift, by comparison, is subject to fluctuation based on the interplay of assessed valuation and levy rate limits or the 1% levy lid (see [page 36](#)).
- Second, because an excess levy is a dedicated revenue stream that cannot be used for other purposes, it will likely be seen as more secure by the bond market and may result in a better rating, and thus lower interest rates for your city to pay.
- Third, the excess levy will be collected as long as necessary to repay the bonds, which is often 20 years or more. If you plan to use a levy lid lift to repay bonds, the levy lid lift cannot last for more than nine years.

Single-Year Levy Lid Lifts

Quick Summary

- Allows cities to exceed the 1% annual levy lid for any of their levies for one year only.
 - If lid lift is temporary, all subsequent levies are limited to a 1% annual increase until the measure expires, at which point the maximum allowable levy reverts to what it would have been without the lid lift.
 - If lid lift is permanent, all subsequent levies are limited to a 1% annual increase and the levy increase never expires or reverts.
- Cannot use a levy lid lift if city is levying its statutory maximum rate.
- Must use all of your banked capacity before seeking a levy lid lift.
- Revenues are unrestricted and may be used for any lawful governmental purpose, but must be spent in accordance with the purpose(s) specified in the ballot measure (if any).
- Requires voter approval.

RCW: 84.55.050(1)

The single-year levy lid lift is the original version, created in 2001 by Initiative 747 (which lowered the annual levy limit from 6% to 1%). Some people refer to it with a variety of other names, such as “one-bump,” “one-year,” “basic,” “original flavor,” or “plain vanilla.”

The single-year lid lift allows your city to increase its maximum levy by more than 1% for one year only. The resulting amount is then used as a base to calculate all subsequent 1% levy limitations for the duration of the levy.

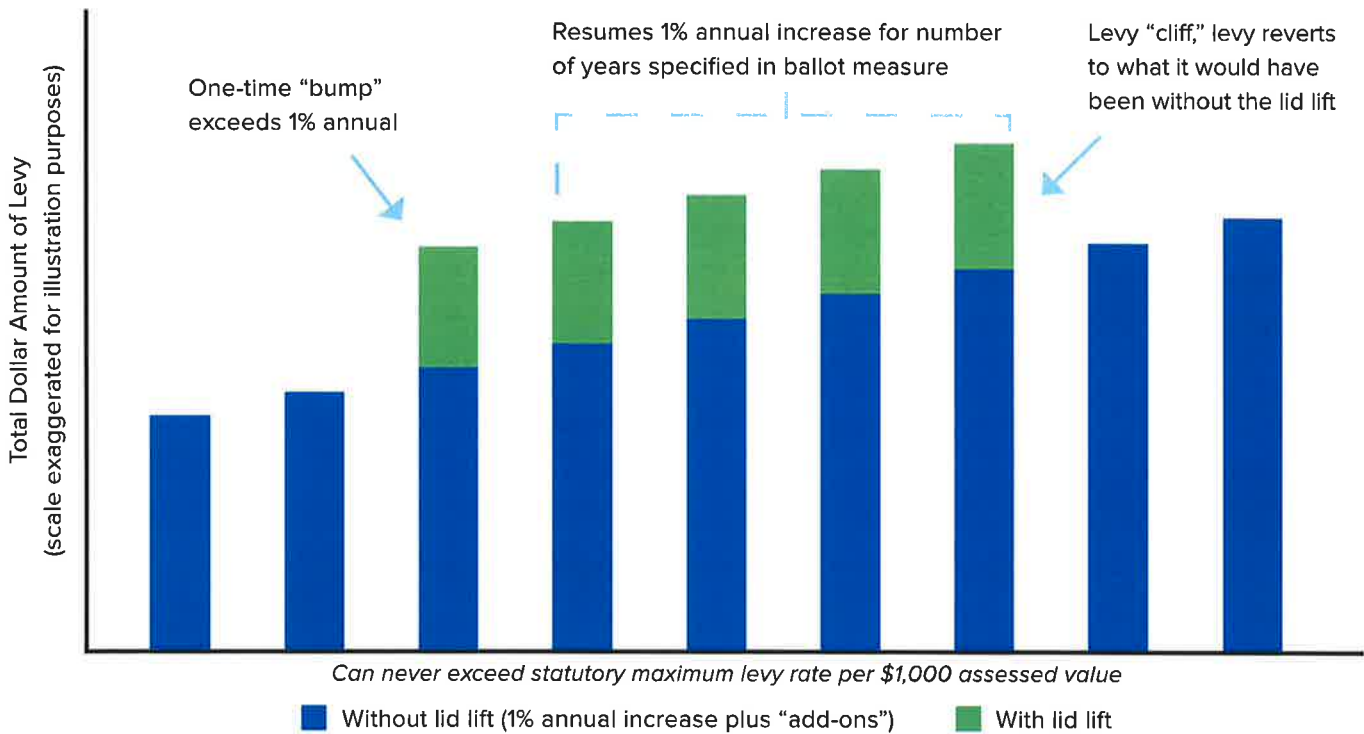
Single-year levy lid lifts can be temporary or permanent. With a temporary single-year lid lift, the city sets an expiration date for the levy. The temporary lid lift can last for any number of years, but if used to repay debt service it may not exceed nine years.²⁴ The levy lid bumps up more than 1% in the first year, and then that amount is used to calculate all subsequent 1% levy limitations until the measure expires. When the lid lift expires, the levy lid reverts to what it *would have been* if the levy lid lift never existed and the city had increased its levy by the maximum allowable amount each year in the meantime.

With a permanent single-year levy lid lift, the levy lid bumps up more than 1% in the first year, and then that amount is used to calculate all future 1% levy limitations. The measure never expires and the levy lid never reverts. However, future annual increases may not exceed 1% without going to the voters for another lid lift.

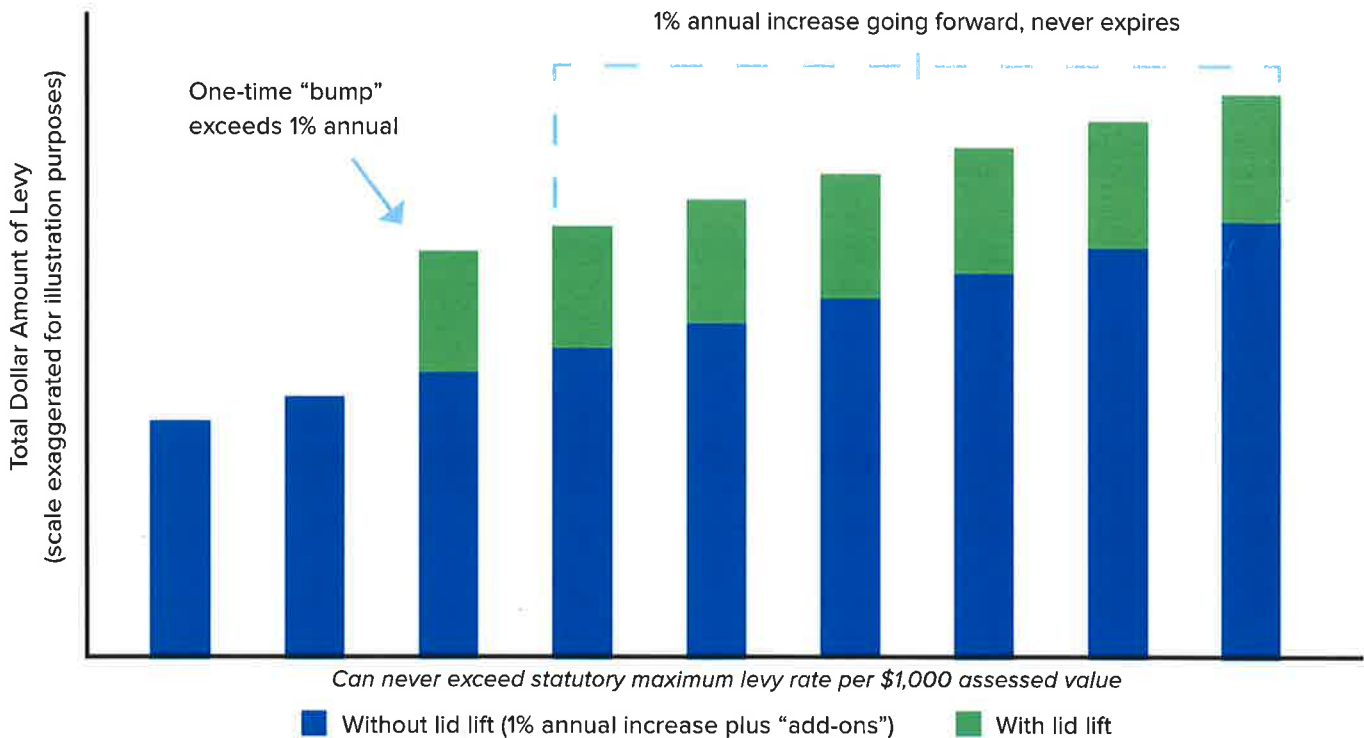
See the examples on the next page.

²⁴ Except Thurston County, which may use a levy lid lift up to 25 years for debt service. This exception only applies to the county itself and not to any cities within Thurston County.

SINGLE-YEAR TEMPORARY LEVY LID LIFT



SINGLE-YEAR PERMANENT LEVY LID LIFT



Use of Revenues

Single-year lid lifts may be used for any of the city's levies, including the general fund levy, and there are no restrictions on supplanting funds. For instance, you could say a general fund levy lid lift would be for public health programs or for additional money for general government purposes, or you could say nothing at all. In the latter case, by default, it would be for general government purposes. Stating a particular purpose, however, may improve your chances of getting the voters to approve it. If you do state a purpose, the revenues must be spent in accordance with that purpose.

If the single-year levy lid lift is used for debt service, it may not exceed 9 years. However, note that the amount of revenue generated by a levy lid lift is not guaranteed to provide the precise amount of revenue needed to repay the debt, since the revenues generated by the levy lid lift depend upon assessed valuation, levy rate limitations, and the 1% annual levy lid.

Ballot Measure Requirements

Single-year lid lifts may be submitted at any special, primary, or general election and require a simple majority approval. There are no validation (minimum voter turnout) requirements.

A single-year lid lift ballot measure must:

- State the *maximum tax rate* to be imposed in the first year (for instance, \$1.50 per \$1,000 AV).
- If temporary, state the total duration of the levy (number of years).
- If permanent, state that it is permanent or that the dollar amount of the levy will be used for the purpose of computing the limitations for subsequent levies.
- State the exemption for senior citizens and persons with disabilities under [RCW 84.36.381](#), if the city wishes to exempt these individuals

The ballot measure also must comply with [RCW 29A.36.071](#), which limits the ballot title to 75 words or less.

The ballot measure does not have to state the purpose (although doing so is a good idea), the *increase* in the levy rate (for instance, an increase of \$0.20 per \$1,000 AV), or the maximum total levy (for instance, a total levy amount of \$300,000), although some jurisdictions have chosen to include this information. For examples of levy lid lift resolutions and supporting materials, see our [Levy Lid Lifts webpage](#).

According to MRSC's [Local Ballot Measure Database](#), most levy lid lifts submitted by cities in recent years have been single-year levy lid lifts, and about 75% of them have been successful. However, the results may vary significantly between jurisdictions depending upon what the revenue will be used for, local political factors, economic conditions, and other dynamics.

Multi-Year Levy Lid Lifts

Quick Summary

- Allows cities to exceed the 1% annual levy lid for any of their levies for up to 6 years.
 - If lid lift is temporary, all subsequent levies are limited to a 1% annual increase until the measure expires, at which point the maximum allowable levy reverts to what it would have been without the lid lift.
 - If lid lift is permanent, all subsequent levies are limited to a 1% annual increase and the levy increase never expires or reverts.
- Cannot use a levy lid lift if city is levying its statutory maximum rate.
- Must use all of your banked capacity before seeking a levy lid lift.
- Revenues are must be used for any limited purpose.
- Requires voter approval.

RCW: 84.55.050(2)

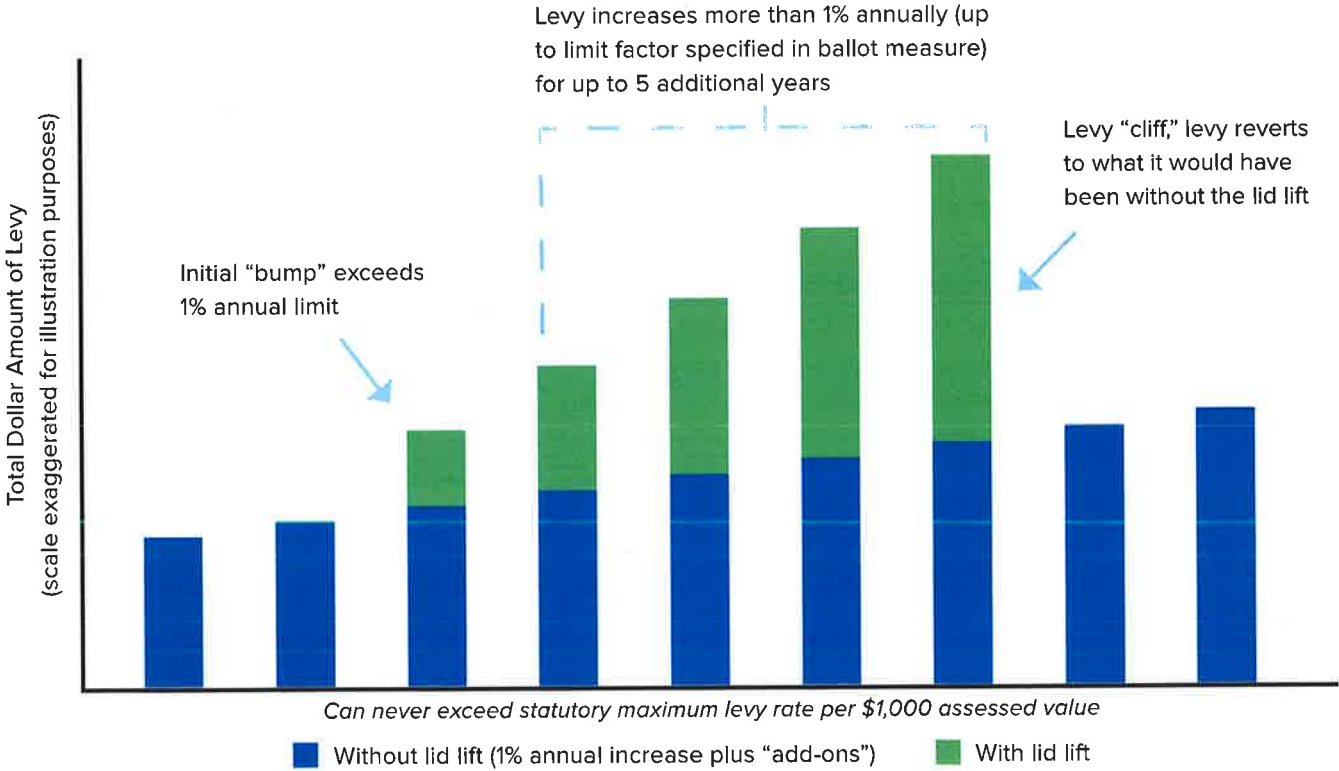
The state legislature added the “multi-year” levy lid lift option in 2003. Unlike the single-year (“one-bump”) levy lid lift, which bumps up once and is then used to calculate the 1% limitation for the remainder of the levy, a multi-year levy lid lift authorizes a jurisdiction to bump up or exceed the 1% limitation *each year* for up to six consecutive years.

Multi-year lid lifts may be temporary or permanent. With a temporary multi-year lid lift, the levy lid bumps up more than 1% each year (up to the limit factor specified in the ballot measure) for up to six years. When the lid lift expires, the levy lid reverts to what it *would have been* if the levy lid lift never existed and the city had increased its levy by the maximum allowable amount each year in the meantime (**RCW 84.55.050(5)**).

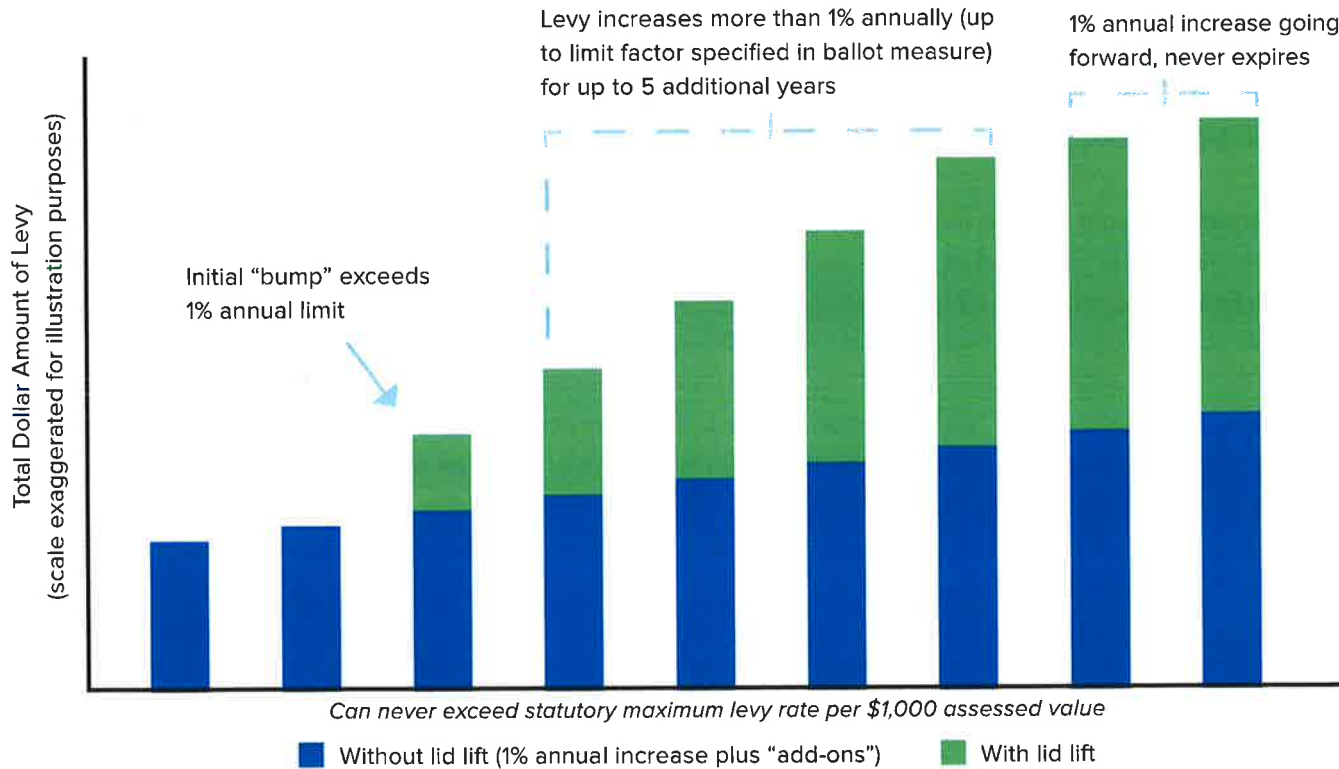
With a permanent multi-year lid lift, the levy lid bumps up more than 1% each year (up to the limit factor specified in the ballot measure) for up to six years. However, the lid lift does not revert and the maximum levy in the final year of the lid lift is then used as the base to calculate all future 1% levy limitations.

See the examples on the next page. Occasionally, a jurisdiction may adopt a “hybrid” approach, in which the levy amount increases more than 1% for up to six years, followed by several years of 1% increases, and then the levy lid lift expires and reverts to what it would have been without the lid lift.

MULTI-YEAR TEMPORARY LEVY LID LIFT



MULTI-YEAR PERMANENT LEVY LID LIFT



Use of Revenues

A multi-year levy lid lift may be used for any *limited* purpose, and the ballot must state the limited purposes for which the increased levy will be used. Both requirements are more restrictive than a single-year lid lift, which can be used for any lawful governmental purpose with no requirement to state the purpose. The statute does not define how limited a “limited purpose” must be, but some attempt should be made to identify a purpose that is narrower than “any general fund purpose” or “general governmental purposes.”

Multi-year lid lifts may also be used for debt service for up to nine years, in which case they may fall somewhere in between “temporary” and “permanent.” If a multi-year lid lift is used to pay debt service, the increased levy may not last for more than 9 years total. The multi-year lid lift would exceed the 1% limit for up to 6 years, and then the lid would increase up to 1% annually for the remaining years. After no more than nine years, the levy would expire and the levy lid would revert to what it would have been without the lid lift.

However, note that the amount of revenue generated by a levy lid lift is not guaranteed to provide the precise amount of revenue needed to repay the debt, since the revenues generated by the levy lid lift depend upon assessed valuation, levy rate limitations, and the 1% annual levy lid.

Cities within King County may not use a multi-year levy lid lift to supplant or replace existing funding. For supplanting purposes, “existing funds” means the actual operating expenditures for the calendar year in which the ballot measure is approved by voters. However, it is not considered supplanting if you use the levy lid lift to replace lost funding due to lost federal funds, lost or expired state grants or loans, extraordinary events not likely to reoccur, changes in contract provisions beyond the jurisdiction's control, and major nonrecurring capital expenditures ([RCW 84.55.050\(2\)\(b\)\(i\)](#)). There is no supplanting restriction for cities located in any other county.

Choosing a Limit Factor

The lift must state the total tax rate *for the first year only* – it *cannot* state the maximum rate in future years. For all subsequent years, the measure must identify a maximum “limit factor” which the total levy amount cannot exceed, which temporarily overrides the normal 1% annual levy lid. If the amount of the increase for a particular year would require a levy rate that is above the city's maximum levy rate, the assessor will levy only the maximum amount allowed by law.

The limit factor can be stated as an annual percent increase or the rate of change in a specific inflation index, and it does not have to be the same each year. For instance, the limit factor might be 3% annually, or 6% annually for the first two years and 4% annually after that, or the annual inflation increase as measured by an index such as the Consumer Price Index (CPI). However, the ballot title may only have 75 words, so you do not have much space to get too creative or provide too much detail.

Practice Tip: If you are using an inflation index such as the CPI for your limit factor, make sure to specify exactly which inflation index (CPI-U, CPI-W, etc.) you are using. The federal Bureau of Labor Statistics recommends using a national CPI index for measuring inflation, rather than a regional CPI index such as Seattle-Tacoma-Bellevue. Not only is the Seattle-Tacoma-Bellevue index published less frequently (every two months instead of every month), but it is based on a smaller sample and is therefore more volatile and subject to more measurement error. However, some local jurisdictions within Washington do use the Seattle CPI index for inflation.

In addition, you may want to consider including a provision to the effect of, “the percentage change in the [CPI-U, CPI-W, etc.] or 1%, whichever is greater,” which would allow you to take the normal 1% increase even if inflation falls below 1%. Otherwise, you could be limiting your jurisdiction’s ability to increase its levy if inflation drops below 1% during the multi-year lid lift timeframe. For instance, if the CPI only increases by 0.5% in the second year of your lid lift, you may be limited to a 0.5% increase in your levy amount, which would also reduce your maximum allowable levies in future years.

Ballot Measure Requirements

Multi-year lid lifts may be submitted at any primary or general election, but they may not be submitted at a February or April special election. Multi-year lid lifts require a simple majority vote, and there are no validation (minimum voter turnout) requirements.

A multi-year lid lift ballot measure must:

- State the total levy duration (number of years).
- If permanent, state that it is permanent or that the dollar amount of the levy will be used for the purpose of computing the limitations for subsequent levies.
- State the maximum tax *rate* to be collected in the first year (for instance, \$1.50 per \$1,000 AV)
- State the *limit factor* to be used for all subsequent years (stated as an annual percent increase or inflation index). The amounts do not need to be the same for each year.
- State the exemption for senior citizens and persons with disabilities under [RCW 84.36.381](#), if the city wishes to exempt these individuals

The ballot measure also must comply with [RCW 29A.36.071](#), which limits the ballot title to 75 words or less. For examples of levy lid lift resolutions and supporting materials, see our [Levy Lid Lifts webpage](#).

The ballot measure *cannot* state the maximum levy *rate* for subsequent years after the first year, since future rates cannot be calculated without first knowing the levy amount and the assessed valuation for each year. For instance, the ballot measure can state that it will increase the first year levy to \$3.10 per \$1,000 AV, but it *cannot* state that it will maintain the \$3.10 rate for the next five years.²⁵

²⁵ If the intention were to maintain the same levy rate over the lid lift period, the closest you could come would be to choose a “limit factor” in the ballot measure that would be equal to the year-over-year rate of increase in assessed value for your jurisdiction, excluding new construction and other “add-ons.” However, in jurisdictions with rapidly increasing assessed values, the rate could be so high that it might be politically unpalatable to voters.

Below are examples of correct and incorrect ballot measure language for multi-year levy lid lifts. These are examples only, based on real-life instances we have seen. Cities have some flexibility in how they phrase a levy lid lift ballot measure and do not have to follow this exact wording.

CORRECT

This proposition would restore the city's regular property tax levy rate to \$3.00 per \$1,000 of assessed valuation for collection in 2020 and authorizes annual increases up to 6% for each of the succeeding five years...

This proposition would authorize a maximum regular property tax levy rate of \$2.10 per \$1,000 of assessed valuation for collection in 2020 and sets the limit factor for the five succeeding years at 100% plus the annual percentage change in the CPI-W or 1%, whichever is greater...

Both of these ballot measures correctly establish a levy rate for the first year, with a limit factor (percentage increase) for the next 5 years.

INCORRECT

This proposition would increase the city's regular property tax levy rate to \$2.25 per \$1,000 of assessed valuation for collection in 2020, 2021, and 2022...

This measure incorrectly establishes a levy rate for three years.

This proposition would authorize a regular property tax levy rate of \$2.00 per \$1,000 assessed value for collection in 2020, increase the 2021-2023 maximum levies by \$0.30 per \$1,000 assessed value, and increase the 2024-2025 maximum levies by \$0.20 per \$1,000 assessed value...

This measure correctly establishes a levy rate for the first year but then incorrectly increases the levy rate for the next 5 years, instead of establishing a limit factor (percentage increase).

According to MRSC's **Local Ballot Measure Database**, most of the levy lid lifts that cities have submitted in recent years have been single-year lid lifts, rather than multi-year lid lifts. According to our data, about 75% of those single-year levy lid lifts have been successful, compared to just half of the multi-year levy lid lifts. However, it is difficult to do a direct comparison between the success rates of single-year and multi-year levy lid lifts. Not only is the sample size for multi-year levy lid lifts much smaller and prone to greater fluctuation, but the results also may vary significantly between jurisdictions depending upon what the revenue will be used for, local political factors, economic conditions, and other dynamics.

VALIDATION/VOTER TURNOUT REQUIREMENTS

Voted bond measures, and certain voted property taxes, require a 60% supermajority *and* a minimum level of voter turnout, known as “validation.” If voter turnout is too low and a ballot measure does not meet its validation requirements, it will fail.

The only city revenue options requiring validation are bond measures, excess O&M levies, permanent EMS levies, or the initial imposition of a 6-year or 10-year EMS levy. (There are also some other county and special purpose district levies that require validation.) Levy lid lifts, sales taxes, and other voted revenue sources have no minimum turnout requirements and do not require validation.

Validation is calculated by comparing the voter turnout in the current election to the most recent general election, which means the validation requirements change from year to year depending on voter turnout the preceding November. Following each general election, the county auditor must determine the number of voters participating in the election for each taxing district (including each city or town) and provide that number to each taxing district (see [WAC 434-262-017](#)).

However, it is up to each taxing district to determine the validation requirements for any of its upcoming ballot measures and to determine whether the measure passed. The county auditor’s office counts the number of “yes” and “no” votes for each ballot measure but is *not* responsible for determining the minimum validation requirements or determining whether the measure passed. Consult your legal counsel and make sure you know whether your ballot measure requires validation and, if it does, what the minimum approval thresholds are.

Practice Tip: Validation is not a problem for most jurisdictions in most years, but it can occasionally create difficulties, particularly in low-turnout special elections (February and April) or in years immediately following high-turnout general elections. The highest turnout general elections, invariably, are those corresponding to the United States presidential election and Washington gubernatorial election, which occur on the same cycle every four years. So, pay particular attention to validation if your city is planning to run a bond measure or 60% voted property tax in February or April, or at any time in the year following a presidential election!

Validation Requirements for 60% Voted Property Taxes (Except Bonds)

The validation requirements for EMS levies ([RCW 82.52.069\(2\)](#)) and excess O&M levies ([Washington State Constitution](#), Article VII, Section 2(a)) are spelled out separately, but the requirements are the same. Note that validation is required for permanent EMS levies or the initial imposition of a 6-year or 10-year EMS levy, but not for an EMS levy lid lift or the “subsequent renewal” of an EMS levy at a rate previously approved by voters.

For excess O&M levies and EMS levies requiring validation, the measure must meet one of the following requirements:

- **40% minimum turnout:** The number of voters voting on the proposition must be at least 40% of the number of voters who cast ballots in the taxing district in the most recent state general election,

AND the measure must receive at least a 60% “yes” vote.

- **“Backdoor” provision if turnout is under 40%:** If the number of voters voting on the proposition is less than 40% of the number of voters who cast ballots in the taxing district in the most recent state general election, the number of “yes” votes must be at least 60% of 40% (or, in plain English, 24%) of the number of votes cast in the most recent state general election. This means that the measure can still pass with less than 40% turnout, but the required “yes” percentage starts climbing above 60%. Theoretically, a property tax measure could pass with as little as 24% turnout using the “backdoor” method, but that would require the support of 100% of the voters. (This backdoor provision does *not* apply to bond measures.)

For an illustration of how validation works for 60% voted property taxes, see the examples below. In these examples, the number of voters who cast ballots in the city in the most recent general election is 1,000. If the number of voters voting on the proposition is at least 400 (40% of 1,000), the measure requires a 60% supermajority to pass. If the number of voters voting on the proposition is *less* than 400, the “backdoor” provision kicks in and the measure requires at least 2,400 “yes” votes (24% of 1,000) for passage.

Examples of Validation for 60% Voted Property Taxes (Except Bonds)				
Number of voters casting ballots in most recent general election = 1,000				
Number of voters voting on proposition	“Yes” votes	“No” votes	Election result	
800	480 (60%)	320 (40%)	PASSED received 60% yes vote	
600	354 (59%)	246 (41%)	FAILED did not receive 60% yes vote	
400	260 (65%)	140 (35%)	PASSED received 60% yes vote	Turnout ≥ 40% of last general election
350	210 (60%)	140 (40%)	FAILED did not receive 240 yes votes	Turnout < 40% of last general election
350	245 (70%)	105 (30%)	PASSED received 240 yes votes	“Backdoor” method

Validation Requirements for Bond Measures

The validation requirements for bond measures are stricter. Every voted bond measure requires a 60% supermajority in favor *and* minimum turnout of 40% compared to the most recent general election. There is no “backdoor” provision for bond measures. If turnout is below the 40% threshold, the bond measure will fail no matter how many “yes” votes it receives.

However, there is a slight discrepancy between the statutory and constitutional requirements for bonds, which creates some uncertainty as to exactly how to calculate bond measure turnout. The [Washington State Constitution](#), Article VII, Section 2(b) states that “the total number of voters *voting on the proposition* shall constitute not less than forty percent of the total number of voters voting in such

taxing district at the last preceding general election” [emphasis added].

But **RCW 84.52.056**(1) states that “the total number of persons *voting at the election* must constitute not less than forty percent of the voters in the municipal corporation who voted at the last preceding general state election” [emphasis added].

The statutory requirement is slightly less stringent than the constitutional requirement, as the number of people *voting at the election* may be slightly greater than the number of people *voting on the proposition*. This is because ballot propositions sometimes have a small number of “undervotes” (voters who cast a ballot in the election but left that particular measure blank) or “overvotes” (voters selecting more than one choice, in which case the vote is not counted). The difference between the two standards is slight, but to be prudent we recommend using the more restrictive constitutional standard and counting the number of voters *voting on the proposition*.

For an illustration of how bond measure validation works, see the examples below, using the exact same numbers as in the property tax example on the previous page. Again, the number of voters who cast ballots within the city in the most recent general election is 1,000. If the number of voters voting on the proposition is at least 400 (40% of 1,000), the measure requires a 60% supermajority to pass. But this time there is no “backdoor” provision. If the number of voters voting on the proposition is *less* than 400, the bond measure fails no matter how many “yes” votes it receives.

Examples of Validation for Voted Bond Measures

Number of voters casting ballots in most recent general election = 1,000

Number of voters voting on proposition	“Yes” votes	“No” votes	Election result	
800	480 (60%)	320 (40%)	PASSED received 60% yes vote	
600	354 (59%)	246 (41%)	FAILED did not receive 60% yes vote	
400	260 (65%)	140 (35%)	PASSED received 60% yes vote	<i>Turnout ≥ 40% of last general election</i>
350	210 (60%)	140 (40%)	FAILED did not receive 40% turnout	<i>Turnout < 40% of last general election</i>
350	245 (70%)	105 (30%)	FAILED did not receive 40% turnout	<i>Measure fails</i>

ECONorthwest was hired by the City of Vancouver to evaluate the impact of a tax/rate increase proposal, considered in the context of the Stronger Vancouver Initiative, on competitiveness of the business environment at the City in comparison with other communities in the greater region. The purpose of the analysis was to answer two central questions:

- 1) Is the City of Vancouver's current tax policy competitive with those at comparable cities in the region?
- 2) Would the proposed rate/tax increases make Vancouver less competitive for business starts, retention, expansions with respect to taxes?

Vancouver's Tax Competitiveness

- The City of **Vancouver's current tax policy is competitive among comparison cities**. In fact, the City of Vancouver's tax impact is consistent with that of Camas' and generally lower than Tacoma, Portland, and Beaverton's environments.
- Upon an assessment of the proposed tax changes, ECONorthwest finds that tax/rate increases included in the **recommendations will increase rates/taxes** for existing Vancouver businesses only marginally. Using six, *typical* business prototypes to gauge change, ECONorthwest finds that on average, and as a percent of gross income, **tax impact will increase by about 0.2% or less**.
- Using the same six, average business prototypes, if proposed tax/rate changes were to be implemented in Vancouver, **Vancouver's tax environment will remain more competitive than that in Tacoma, Portland, and Beaverton, which are cities that provide an array of comparable urban services**.
- While Battle Ground and Camas have a lower total overall tax impact, **they also have fewer urban services that many businesses rely on and expect**.

KEY FINDING: Vancouver still has a competitive tax environment with the Executive Sponsors Council recommended tax changes, compared to other cities in the greater region.

Taxes fund public goods and services from which businesses benefit. While taxes are one of the many important factors that businesses consider, they are not likely a deciding factor. Businesses tend to prioritize productivity first and costs second.

What Matters Most

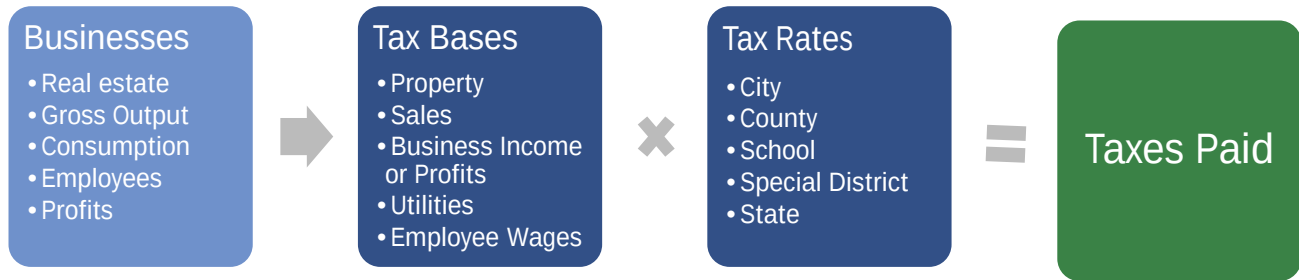
Most Important Location Criteria?

1. Workforce Skills
2. Transportation Infrastructure
3. Utilities (cost, reliability)
4. State and local tax scheme
5. Land / building prices and supply
6. Quality of Life
7. Workforce development
8. Ease of permitting and regulatory procedures
9. Incentives
10. Higher education resources

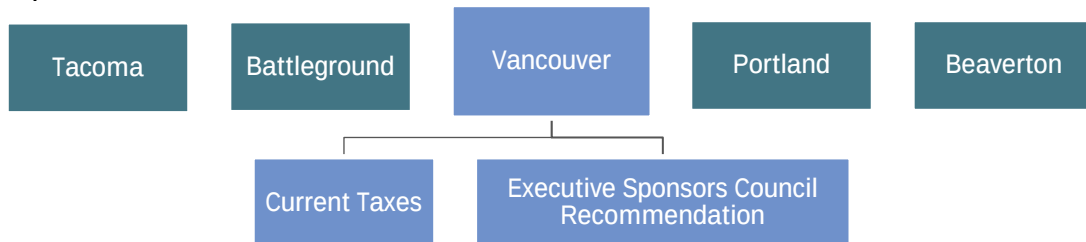
Source: Site Selection Survey of Corporate Real Estate Executives, October 2017.

Our Approach

How are business taxes estimated?



What tax comparisons are made?



Tax Payment Results

Taxes paid by businesses vary. The first chart below compares the types of taxes enacted in the jurisdictions included in this tax comparability evaluation. We evaluated the six prototypical companies operating in different business sectors to determine how the total amount of taxes paid would compare if the companies were located in each of the jurisdictions. We further evaluated how the proposed increases in rates/fees considered in the context of the Stronger Vancouver initiative would impact the same prototypes of companies. Our results are displayed below. Red cells represent higher tax payments than the current ones in Vancouver; green cells represent lower tax payments.

TAXATION SUMMARY: Who pays what?

	Property	Sales	Utility	B&O ¹	Business License	Head Tax	Transit Payroll
Vancouver (Current)	x	x	x	x	x	x	
Vancouver (Proposed)	x	x	x	x	x	x	
Tacoma	x	x	x	x	x		
Camas	x	x	x	x	x		
B. Ground	x	x	x	x	x		
Portland	x		x	x			x
Beaverton	x			x	x		x

**Includes state and county imposed taxes.*

¹Effective in 2020, Oregon will have a new Gross Receipts Tax. A business in Oregon will pay an additional 6.6% on their first \$10m (in excess of \$1m), and 7.6% on receipts over \$10m. This will affect business competitiveness for jurisdictions in Oregon.

Business Prototypes	Total Cost of Taxes						
	Vancouver Baseline	Executive Council Recommendation	Tacoma	Portland	Battle Ground	Beaverton	Camas
Restaurants	\$11,300	\$13,000	\$12,500	\$19,500	\$9,100	\$14,200	\$9,200
Manufacturing	\$158,500	\$174,700	\$180,500	\$296,200	\$141,200	\$258,800	\$142,100
Computer systems design	\$65,100	\$67,900	\$81,100	\$89,500	\$59,500	\$76,000	\$66,500
Retail	\$49,700	\$55,500	\$60,500	\$72,400	\$45,000	\$60,200	\$46,500
Health care & social assistance	\$78,400	\$82,500	\$96,800	\$93,100	\$71,700	\$96,500	\$78,900
Wholesale Trade	\$110,600	\$115,400	\$129,100	\$161,500	\$103,500	\$144,600	\$104,300

Business Prototypes	Cost of Taxes as a Percent of Gross Income						
	Vancouver Baseline	Executive Council Recommendation	Tacoma	Portland	Battle Ground	Beaverton	
Restaurants	1.4%	1.6%	1.5%	2.4%	1.1%	1.7%	1.1%
Manufacturing	1.0%	1.1%	1.1%	1.9%	0.9%	1.6%	0.9%
Computer systems design	3.0%	3.1%	3.7%	4.1%	2.7%	3.5%	3.0%
Retail	0.9%	1.0%	1.1%	1.3%	0.8%	1.1%	0.8%
Health care & social assistance	2.7%	2.9%	3.4%	3.2%	2.5%	3.4%	2.7%
Wholesale Trade	0.7%	0.7%	0.8%	1.0%	0.7%	0.9%	0.7%

Legend

Lower than Current Vancouver Taxes



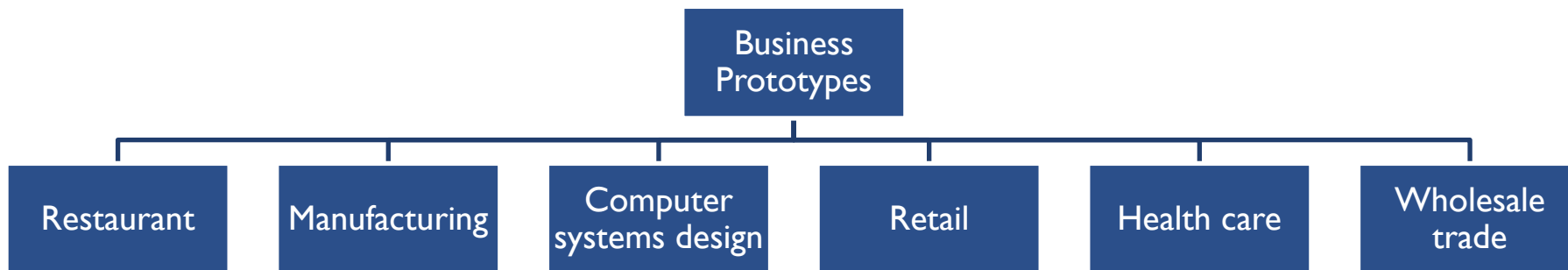
Higher than Current Vancouver Taxes



Two Central Questions

- How would proposed tax changes impact businesses in Vancouver?
- Would those change make Vancouver less competitive for business starts, retention, expansions with respect to taxes?

Taxes paid by businesses vary.

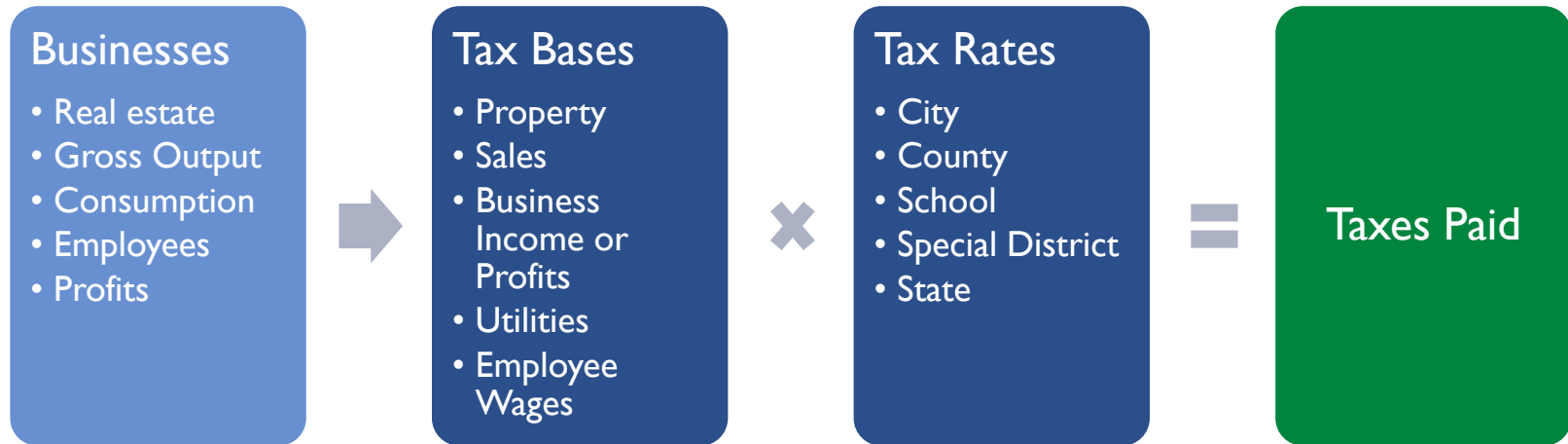


Firm Type	Restaurants	Manufacturing	Computer System Design	Retail	Health Care/Social Assistance	Wholesale Trade
NAICS	7225	31-33	5415	44-45	62	42
Vancouver Business Income	\$826,895	\$15,768,166	\$2,200,316	\$5,727,726	\$2,871,399	\$15,485,124
Net Income	\$81,780	\$1,304,027	\$314,205	\$132,883	\$245,217	\$475,393
Payroll Estimate	\$254,145	\$2,133,916	\$742,480	\$419,417	\$941,761	\$944,441
Employees (FTE Adjusted)	12	32	9	13	16	14
Taxable Assessed Value per Building Sq. Ft.	\$81	\$53	\$166	\$77	\$160	\$58
Space Utilization Estimate	4,065	70,577	13,000	13,905	14,304	27,027

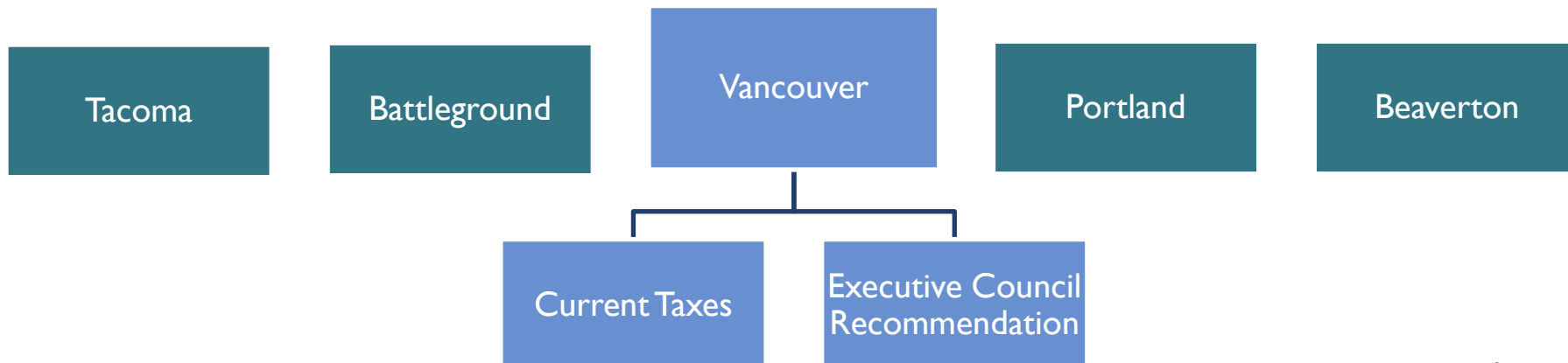
Some things to keep in mind on tax estimates...

- A “Typical” business is used – but business vary greatly even within sector.
- Caution should be used when making broader generalizations.
- Utility consumption can be difficult to estimate.
- Most WA businesses pay into almost major tax tools
- OR has personal income tax
- OR has some new business taxes

How are business taxes estimated?



What tax comparisons are made?



A Few Considerations...

- Taxes fund public goods and services – businesses benefit from them.
- Business prioritize productivity first, costs second.
- Taxes are one of many important factors.

What Matters Most

Most Important Location Criteria?

- 1 Workforce skills
- 2 Transportation infrastructure
- 3 Utilities (cost, reliability)
- 4 State and local tax scheme
- 5 Land/building prices and supply
- 6 Quality of life
- 7 Workforce development
- 8 Ease of permitting and regulatory procedures
- 9 Incentives
- 10 Higher education resources

Source: Site Selection survey of corporate real estate executives, October 2017

Vancouver still has a competitive tax environment with the Executive Council Recommendation compared to other cities.

Business Prototypes	Total Cost of Taxes						
	Vancouver Baseline	Executive Council Recommendation	Tacoma	Portland	Battle Ground	Beaverton	Camas
Restaurants	\$11,300	\$13,000	\$12,500	\$19,500	\$9,100	\$14,200	\$9,200
Manufacturing	\$158,500	\$174,700	\$180,500	\$296,200	\$141,200	\$258,800	\$142,100
Computer systems design	\$65,100	\$67,900	\$81,100	\$89,500	\$59,500	\$76,000	\$66,500
Retail	\$49,700	\$55,500	\$60,500	\$72,400	\$45,000	\$60,200	\$46,500
Health care & social assistance	\$78,400	\$82,500	\$96,800	\$93,100	\$71,700	\$96,500	\$78,900
Wholesale Trade	\$110,600	\$115,400	\$129,100	\$161,500	\$103,500	\$144,600	\$104,300

Business Prototypes	Cost of Taxes as a Percent of Gross Income						
	Vancouver Baseline	Executive Council Recommendation	Tacoma	Portland	Battle Ground	Beaverton	
Restaurants	1.4%	1.6%	1.5%	2.4%	1.1%	1.7%	1.1%
Manufacturing	1.0%	1.1%	1.1%	1.9%	0.9%	1.6%	0.9%
Computer systems design	3.0%	3.1%	3.7%	4.1%	2.7%	3.5%	3.0%
Retail	0.9%	1.0%	1.1%	1.3%	0.8%	1.1%	0.8%
Health care & social assistance	2.7%	2.9%	3.4%	3.2%	2.5%	3.4%	2.7%
Wholesale Trade	0.7%	0.7%	0.8%	1.0%	0.7%	0.9%	0.7%

Legend

Lower than Current Vancouver Taxes

Higher than Current Vancouver Taxes

Summary Take-Aways

- Current city tax policy is competitive among comparison cities (generally lower).
- Small spreads in taxes paid across scenarios. B&O tax accounts for most of the differences.
- The 2019 Oregon Gross Receipts Tax makes Vancouver more competitive for several sectors in Beaverton and more so for Portland.
- The Executive Councils recommendation marginally increases taxes and reduces differentials, but generally does not exceed other comparison cities.
- Of the cities with lower business taxes
 - Battleground has lower rates, but issues of business productivity are likely.
 - Camas, much higher property taxes, lower utility taxes.
- Taxes are not likely a deciding factor, other location factors are still more important.

DATE: September 25, 2018
TO: Natasha Ramras, City of Vancouver
FROM: Morgan Shook, Lorelei Juntunen, and Sadie DiNatale, ECONorthwest
SUBJECT: DRAFT VANCOUVER STRONG IMPACT ANALYSIS: ASSUMPTIONS AND METHODS

This memorandum outlines assumptions and ECONorthwest's methodology for analyzing the fiscal impact of businesses in the City of Vancouver, in the City of Vancouver's three alternative taxing scenarios, and four comparison cities. The goal of the tax impact analysis is to:

- 1) Estimate the taxes currently paid by generalized versions of different types of businesses in Vancouver
- 2) Estimate the changes in taxes paid based on contemplated new taxes
- 3) Serve as a comparison point for a discussion on how policymakers should consider the city's incremental tax burden relative to the location and expansion decisions of businesses.

This methods document provides a summary of the assumptions used to generate these estimates. The methods to create these estimates if straightforward.

- First, business prototypes are conceptualized
- Second, tax bases from the businesses are developed
- Third, tax rates and calculation methods are collected
- Lastly, tax rates are applied to the tax bases from businesses, and a tax payment is estimated.

Assumptions

This section discusses the key assumptions used in the analysis. Assumptions are based on the best available data as well as data that could be derived within the planned project timeline.

Business Prototypes

We use six business prototypes in the analysis. Business prototypes are proxies to real businesses – they help illustrate and communicate fiscal impact across communities, primarily in the Portland-Vancouver metro region. Each of the six business prototypes is comprised of general characteristics meant to be representative of a typical or average business in a specific industry sector. Industry sectors are defined by NAICS code. The six business prototypes are:

- § Restaurants (NAICS 7225)
- § Manufacturing (NAICS 31-33)
- § Computer systems design (NAICS 5415)

-
- § Retail (NAICS 44-45, ex: 441&443)
 - § Health care and social assistance (NAICS 62)
 - § Wholesale Trade (NAICS 42)

Tax Base Estimation

Business prototypes encompass six characteristics which are informed by data from the U.S. Economic Census,¹ RMA², and CoStar³. The following section outlines the characteristics (assumptions). Notes accompany each characteristic providing more context for the assumptions.

Basis for Business & Occupation Taxes

Business Income is used as the most direct proxy for gross receipts as the basis for the value of products, gross proceeds, or gross income that a tax would be measured on. This analysis uses the U.S. Economic Census (2012) data for the economic place: Vancouver, WA. The Business Income characteristic is the Total Sales attribute for the applicable business prototype NAICS code. For example, Business Income for the “restaurant prototype” is Total Sales in Vancouver, WA in 2012 for NAICS code 7225 (“Restaurants and other eating places”).

Because 2012 data is the most recent census year available, we converted Business Income to 2018 dollars using the U.S. CPI inflation factor from July 2018. It is assumed that all business income would be taxable since we are not making any further assumptions about local area exemptions or deductions that might apply.

Net income is used as the critical basis for local business taxes charged in Oregon. Industry averages from the Risk Management Association supplement firm data from the Economic Census to estimate a net income figure for the business prototypes. The Oregon taxes are the Multnomah County Business Income Tax and the Portland Business License Tax.

Payroll estimate is used as the basis for payroll taxes. It uses U.S. Economic Census (2012) data for the economic place: Vancouver, WA. The payroll characteristic is the Annual Payroll attribute divided by the Number of Establishment's attribute for the applicable business prototype NAICS code. We converted this average to 2018 dollars using the U.S. CPI forecast from July 2018.

Basis for Head/Employee Taxes

Employees are the basis for employee hours or employee taxes. The analysis uses U.S. Economic Census (2012) data for the economic place: Vancouver, WA. Employees are reported

¹ U.S. Economic Census (2012), NAICS codes 7225, 31-33, 5415, 44-45, 62, and 42.

² Risk Management Association.

³ CoStar (September 2018).

as the average number of employees for the applicable business prototype NAICS code. They are a measure of total employment and not full-time equivalents.

To adjust to full-time equivalents, many cities that have a head tax adjust to a full-time equivalent (FTE) basis to account for variations in hours worked). The analysis uses an adjustment factor for each sector that relates total employment to FTEs. The adjustment factor is sourced from IMPLAN, an economic impact analysis tool, and the underlying data are derived from information published by the Bureau of Labor Statistics that relate hours worked to FTE employment.

Basis for Property Taxes

Taxable Assessed Value is the value of real property of an occupied site/structure. The analysis does not estimate any personal property due to data limitations on the business prototypes. The analysis assumes no exemptions or special valuations on land occupied by businesses. Total assessed value of the business occupation to calculate property taxes is the product of two separate independent components described below.

- § **Assessed Value per Square Foot of Building Space** is a valuation per building space metric. It uses Clark County assessor data to determine an average of taxable assessed values per square foot of a small selection of commercial buildings in Vancouver per business type to arrive at an average assessed value per commercial space. We have used a visual sample of four different properties per business type to come to a reasonable estimate of assessed value per square foot. Rather than vary the assessed value based on location in different cities, we have decided to hold assessed valuation constant across cities to highlight the rate differentials that exist in the property tax (rather than differences in property valuation).
- § **Space Utilization** is the amount of space an average business user rent/occupy. It uses CoStar data, a commercial real estate data company to estimate the average rentable square feet across all businesses of the same business type in the Vancouver area.

Basis for Taxable Retail Sales

Taxable retail sales are the basis for the sales tax. Most businesses consume goods and services that are subject to the sales tax (in Washington State). These are typically on purchases for supplies, consumables, some services, and construction activities that businesses generally consume as part of their operations. Unfortunately, there is no empirically tested factor, or basis, that can readily guide the assumption for how different types of business consume taxable goods/services.

Previous ECONW research (unpublished) found that a small sample of professional services/office firms have approximately 0.5 to 1.5% of their gross revenue spent on expenses that would be subject to the sales tax. This figure is likely to vary considerably by business/sector, but it is difficult to determine the appropriate rate without a great deal more data – data that is unfortunately not available. As a default, the analysis assumes a rate of 0.5% of gross revenues as the basis for expenses subject to the sales tax.

Basis for Utility Taxes

Utility expenditures are the basis for a series of utility taxes and fees. While technically these are taxes paid by the utility provider, practically they are paid by consumers as a pass-through by the utility company. Currently, there is no robust source of utility expenditures by business type available to support precise estimation of utility expenditures. While commercial rates are typically published, there is consumption data by business available. For water, sewer, natural gas, solid waste, and electricity utilities, the analysis culls estimates of utility expenses per square foot from a range of sources and take the product of that figure by space utilization (square feet) for each business prototype. The analysis sourced estimates by different classes of business users from information contained in rate studies from Seattle Public Utilities and Seattle City Light; and, the Building Owners and Managers Association summary of building costs. Clark Public Utilities does not publish this type of data.

- § For telephone utility taxes, it is assumed that a \$300 per employee is a competitive rate for most VOIP line services that is increasingly common telephony service businesses use. An adjustment on lines per employees is made since not all employees may have a phone line across all business types.
- § For cable franchise fees, it is assumed a business will pay \$200 a month (\$2400 a year) for cable/internet service. This amount is the prevailing rate for Comcast high speed “business class” internet.

Basis for BIA

BIA stands for Business Improvement Areas. Some businesses fall within a particular district, such as a BIA, and will pay an additional assessment via property tax. To analyze the impact of BIA assessments on each business prototype and across comparison cities, we multiply space utilization (square feet) by the BIA assessment rate, by the assessed value per square foot, divided by \$1,000. Space utilization and the taxable assessed value per square foot is normalized across business prototype while the BIA assessment rate varies by municipality.

Tax Rates

The analysis used multiple categories of business taxes and fees to analyze the business impact. Because it is looking across municipalities (five total) and across state lines (Washington and Oregon), the type of taxes levied on businesses or fees imposed on businesses will vary by city.

The analysis does not adjust across cities for the types of services that are provided; for example, one city may have library service while another may not. While it is reasonable to suggest those costs be adjusted to get an "apples to apples" comparison, a similar deduction of the benefit of those services must also be made. The services and goods delivered by government accrue to businesses and household alike, and it is not possible to accurately deduct the value of these services (such as potentially lower business productivity). Therefore, those taxes that fund those services are not deducted.

The following sections outline the tax rate data and sources for Vancouver and the comparison cities that businesses would pay to the respective

Vancouver, WA Tax Rates

In Vancouver, businesses pay (or may pay) the property tax, sales tax, utility taxes, B&O tax, business license fee, head tax, and a BIA Assessment (for downtown properties).

Property Tax

Property tax data for Washington and Clark County derive from Clark County's 2018 Levy Rates Report.⁴ We use tax code 037000 which encompasses industrial real estate as well as real estate in a downtown area. These rates are inclusive of city, county, special purpose district, and state property tax rates.

Sales Tax

All government levied sales tax data derive from the Washington State Department of Revenue's Local Sales and Use Tax Rate summary table, effective through December 31, 2018.⁵ A total rate of 8.4% inclusive of the state rate of 6.5% and the local rate of 1.9%.

Utility Taxes and Fees

City and state utility tax rates are compiled from the city and State of Washington Department of Revenue. Potential tax changes are sourced from the city directly.

B&O and Other Business Taxes

Vancouver businesses also pay the State B&O tax with varying rates by business type.⁶ Potential tax changes are sourced from the city directly. The city has proposed a head tax based on a FTE basis.

BIA Assessment

Potential BIA rates are sourced from the city directly.

Tacoma, WA Tax Rates

In Tacoma, businesses pay property tax, sales tax, utility taxes, B&O tax, and a business license fee.

Property Tax

Property tax data, including property taxes levied by the State of Washington and Pierce County, derive from Pierce County's 2018 Tax Rates summary table.⁷ We use Tax Code Area 005 to account for industrial real estate and real estate in a downtown area.

⁴ <https://www.clark.wa.gov/sites/default/files/dept/files/treasurer/tax-levies/levy-rates-2018.pdf>

⁵ https://dor.wa.gov/sites/default/files/legacy/Docs/forms/Excstx/LocSalUseTx/LocalSlsUseFlyer_18_Q4.pdf

⁶ <https://dor.wa.gov/find-taxes-rates/business-occupation-tax/business-occupation-tax-classifications>

Sales Tax

All government levied sales tax data derive from the Washington State Department of Revenue's Local Sales and Use Tax Rate summary table, effective through December 31, 2018.⁸ A total rate of 10.1% inclusive of the state rate of 6.5% and the local rate of 3.6%. It includes sales tax levied by for the Regional Transit Authority (RTA).

Utility Taxes and Fees

City and state utility tax rates are compiled from the city and State of Washington Department of Revenue.

B&O and Other Business Taxes

B&O tax rates derived from the City of Tacoma Tax Classification summary table.⁹ Tacoma businesses also pay the State B&O tax with varying rates by business type.¹⁰ Business license fee data derives from the City of Tacoma's Annual Business License Summary Table, the year 2018.¹¹ We use \$250 as each business prototype possess an annual gross income of more than \$250,000.

Battle Ground, WA Tax Rates

Businesses in Battle Ground pay property taxes, sales taxes, utility taxes, and a business license fee.

Property Tax

Property tax data, including property taxes levied by the state, Clark County, and other taxing districts (school, library, cemetery), derive from Clark County's 2018 Levy Rates Report.¹² We use tax code 119034 to account for industrial real estate and tax code 119000 to account for real estate in a downtown area. Each tax code equated to a different total, so we use 119034 to estimate taxes for the manufacturing prototype and wholesale trade prototype and 119000 to estimate taxes for the restaurant, computer system design firm (office), retail establishment, and health care establishment prototypes.

⁷ <https://piercecounitywa.org/DocumentCenter/View/66800/2018-Tax-Rates-for-Incorporated-and-Unincorporated-Areas?bidId=>

⁸ https://dor.wa.gov/sites/default/files/legacy/Docs/forms/ExcsTx/LocSalUseTx/LocalSlisUseFlyer_18_Q4.pdf

⁹ <http://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=144569>

¹⁰ <https://dor.wa.gov/find-taxes-rates/business-occupation-tax/business-occupation-tax-classifications>

¹¹ https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/-business_license/other_license_information/business_license_fees

¹² <https://www.clark.wa.gov/sites/default/files/dept/files/treasurer/tax-levies/levy-rates-2018.pdf>

Sales Tax

All government levied sales tax data derive from the Washington State Department of Revenue's Local Sales and Use Tax Rate summary table, effective through December 31, 2018.¹³ A total rate of 8.4% inclusive of the state rate of 6.5% and the local rate of 1.9%.

Utility Taxes and Fees

Utility tax rates for the City of Battle Ground.¹⁴ State utility tax rates are compiled from the State of Washington Department of Revenue.

B&O and Other Business Taxes

Business License fee data derives from the City of Battle Ground's Business Licensing Fees summary table.¹⁵ Businesses in Battle Ground also pay a State B&O tax with varying rates by business type.¹⁶

Portland, OR Tax Rates

Portland businesses pay property taxes and business taxes.

Property Tax

Property tax data derives from Multnomah County Table of Consolidated Tax Rates for Levy Code Areas, 2017-2018.¹⁷ We use levy code area 889 and 001 to account for industrial real estate and real estate in a downtown area, although the total property tax rates are the same however.

B&O and Other Business Taxes

Business license tax rates for the City of Portland derives from its Adopted Budget for the Fiscal Year 2018-2019 (page 47)¹⁸ moreover, Multnomah County business license tax rates derive from the Portland/Multnomah Business Tax Summary Sheet.¹⁹ Businesses in Portland also pay a State business tax of 6.6 percent on the first \$10 million of taxable income and 7.6 percent for taxable income more than \$10 million.²⁰ Additionally, 2019 legislation is expected to implement a "Gross Receipts Tax" across the state of Oregon. House Bill 3427-15 will apply to all taxable commercial activity for those business and person who have a significant presence in Oregon and have more than \$1 million of taxable commercial activity per year. The proposed tax will be

¹³ https://dor.wa.gov/sites/default/files/legacy/Docs/forms/ExcsTx/LocSalUseTx/LocalSlsUseFlyer_18_Q4.pdf

¹⁴ <http://www.cityofbg.org/171/Taxpayer-Information>

¹⁵ <http://www.cityofbg.org/491/Business-Licensing>

¹⁶ <https://dor.wa.gov/find-taxes-rates/business-occupation-tax/business-occupation-tax-classifications>

¹⁷ <https://multco.us/file/66595/download>

¹⁸ <https://www.portlandoregon.gov/cbo/article/694030>

¹⁹ https://www.osbplf.org/assets/in_briefs_issues/Portland%20Multnomah%20Business%20Tax%20April%202016%20In%20Brief.pdf

²⁰ <https://www.oregon.gov/DOR/programs/gov-research/Documents/oregon-taxes-summary-150-800-401.pdf>

\$250 plus the total taxable receipts with a 35% deduction of the greater of either cost of goods or labor costs multiplied by 0.57%.²¹

Payroll Tax

Portland-based businesses also pay a payroll tax assessed by TriMet.

Beaverton, OR Tax Rates

Beaverton businesses pay property taxes, a business tax, and a business license fee.

Property Tax

Property tax data use Washington County's Department of Assessment and Taxation Summary of Assessment and Tax Roll report for 2017-2018.²² We use tax code 051.91 and 051.58 to be inclusive of the industrial real estate and real estate in a downtown area. Ultimately, the total property tax rates are the same, however.

B&O and Other Business Taxes

Business License fee data derives from the City of Beaverton's Business License Fact Sheet.²³ Businesses in Beaverton also pay a State business tax of 6.6 percent on the first \$10 million of taxable income and 7.6 percent for taxable income more than \$10 million.²⁴ We estimate the City of Beaverton's business license fee slightly differently because they impose a flat rate per business plus an \$8.50 per employee fee after four employees. Thus, for Beaverton, we add the flat rate to the factor of employees (less four employees) multiplied by \$8.50. Additionally, the gross receipts tax introduced by the Oregon Legislature also applies to the City of Beaverton. An additional tax of \$250 plus the total taxable receipts with a 35% deduction of the greater of either cost of goods or labor costs multiplied by 0.57% was assessed.²⁵

Payroll Tax

Beaverton based businesses also pay a payroll tax assessed by TriMet.

²¹ <https://www.bizjournals.com/portland/news/2019/05/13/oregon-legislature-passes-1-billion-tax-package.html>

²² <https://www.co.washington.or.us/AssessmentTaxation/PaymentProcedures/upload/2017-18-Summary-Book.pdf>

²³ <https://www.beavertonoregon.gov/DocumentCenter/View/10142/Business-License-Fact-Sheet?bidId=>

²⁴ <https://www.oregon.gov/DOR/programs/gov-research/Documents/oregon-taxes-summary-150-800-401.pdf>

²⁵ <https://www.bizjournals.com/portland/news/2019/05/13/oregon-legislature-passes-1-billion-tax-package.html>



Staff Report 137-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT SE Evergreen Hwy - Ellsworth to 112th Ave Water and Sewer - Final Construction Acceptance (Bid#18-25)

Key Points

- Accepts construction improvements in order to facilitate the release of the contractor's retainage.
- A new water main was installed to replace an old high maintenance main, improving water system infrastructure. Sanitary sewer was extended to serve an unsewered area.
- Interdepartmental coordination resulted in an improved road surface after the utility construction.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

C & R Tractor and Landscaping, Incorporated of Kelso, Washington, completed the construction of water and sewer utility improvements in Southeast Evergreen Highway between Ellsworth Avenue and 112th Avenue. The water utility improvements extended a new 12-inch water main 1,075 feet replacing an old high maintenance water main. The sewer utility improvements extended the sewer system 948 feet bringing sanitary sewer to the area. The existing roadway was in very poor condition and coordination between the City's Water, Sewer, and Transportation Groups lead to full reconstruction of the street. After the utility construction the entire width of Southeast Evergreen Highway between Ellsworth Avenue and 112th Avenue was repaved for an improved driving surface.

The work was satisfactorily completed in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$490,106.80
Sales Tax	\$28,168.77
Total	\$518,275.57
Retainage	\$24,505.34

The original bid amount was \$507,155.25 compared to a final amount of \$518,275.57, an approximate 2% increase. The increase can be primarily attributed to the placement of additional rock used to stabilize loose soils found during the excavation for the utilities.

Apprenticeship utilization goals of 3% were not fully met. The contractor met 2% and paid a penalty on the 1% of unmet hours in the amount of \$973.24.

Advantage(s)

1. Increased water system integrity and reliability.
2. Provides sanitary sewer to an unsewered area.
3. Improves street surfaces and pavement longevity.
4. Completes the City's contractual and statutory process for accepting the project.
5. Formal project acceptance allows for closure on third-party claims and facilitates release of the contractor's retainage.

Disadvantage(s)

None.

Budget Impact

The funds for this project had been budgeted in the 2019-2020 Water Capital Improvement Budget, 2019-2020 Sewer Capital Improvement Budget, and 2019-2020 Pavement Management Budget.

Prior Council Review

1. Staff Report 003-19, Award of Bid, January 7, 2019.
2. Approved capital water project #083698 in the approved 2019-2020 Water Capital Improvement Budget.

Action Requested

Authorize the City Manager or designee to accept the SE Evergreen Hwy – Ellsworth to 112th Avenue, Water and Sewer project as constructed by C & R Tractor and Landscaping, Incorporated of Kelso, Washington, and authorize release of retainage in the amount of \$24,505.34, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, 487-7155



Staff Report 138-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT NE 152nd Ave and 43rd Street Sewer Realignment - Construction Acceptance

Key Points

- The project installed 1,017 linear feet of gravity sewer and abandoned 745 of existing sewer.
- Ongoing maintenance issues have been resolved.
- Staff proposes awarding construction acceptance and release of the retainage.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Folden Corporation of Vancouver, Washington, has completed construction of the NE 152nd Ave Sewer Realignment project. The project will provide reliable sewer service to the adjacent properties as well as eliminate ongoing maintenance issues.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$363,011.49
Sales Tax	\$21,443.96
Total	\$384,455.45
Retainage	\$18,150.57

The original contract amount, including sales tax, was \$366,066.00. The final project cost was \$384,455.45, which was \$18,389.45 (just under 5%) greater than the original contracted amount. The difference between original contract amount and final contract amount can be attributed to the typical variances in unit prices and/or quantities commonly encountered during construction.

The project cost was below the threshold of \$500,000 that would have required apprenticeship utilization.

Advantage(s)

- Provides reliable sanitary sewer service to residents.
- Reduces the need for ongoing maintenance.
- Formal project acceptance allows for closure on third-party bond claims and facilitates release of the Contractor's retainage bond.

Disadvantage(s)

None.

Budget Impact

None. Funds for this project are appropriated in the Sewer Construction Fund, in the 2019-2020 Budget.

Prior Council Review

- Approval of the 2019-2020 Capital Improvement Budget
- Award of contract at the May 15, 2019, Vancouver City Council Meeting

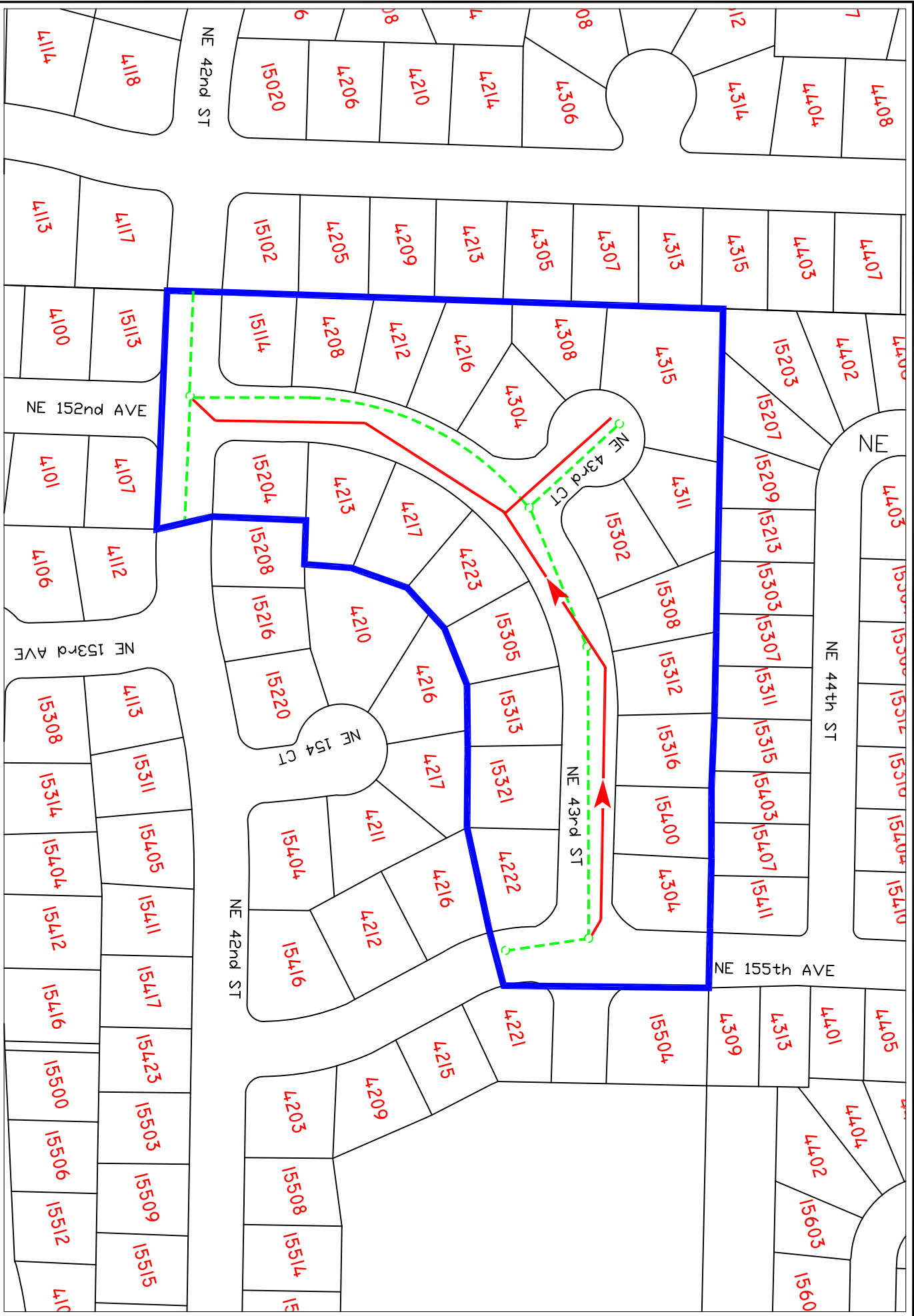
Action Requested

Authorize the City Manager or designee to accept the facilities as constructed by Folden Corporation of Vancouver, Washington, and authorize release of the retainage in the amount of \$18,150.57 subject to receipt of all documentation required by law.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

ATTACHMENTS:

- Project Boundary Map - NE 152nd Ave and 43rd St Sewer Realignment



NE 152nd Ave & 43rd St Sanitary Sewer Re-Alignment

SCALE NONE

PROPOSED SANITARY SEWER

EXISTING SANITARY SEWER

SEWER PROJECT BOUNDARY



Staff Report 139-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT Approval of Purchasing Authority for Software and Related Services from SHI International

Key Points

- The City utilizes cooperative purchasing to procure software and related services from the Washington State Master Contract with SHI International Corp.
- Purchases from this contract will exceed \$300,000 by the end of 2019 primarily due to the City's migration from Windows 7 to Windows 10, and Microsoft Office 2010 to Microsoft Office 365.
- The largest expenditure on this contract is with Microsoft, which includes Windows 10, Office 365, Microsoft Server, SQL Server licenses and related support, which were approved in the 2019-2020 biennial budget. The SHI contract is also used to purchase software and annual maintenance from non-Microsoft companies, such as: Adobe, VMware, Citrix, and others.
- The City is requesting authorization to spend \$1,800,000 with SHI over the life of the contract.

Strategic Plan Alignment

The software and related services procured through this contract, such as Microsoft Exchange email and the Microsoft Office productivity suite (Word, Excel, PowerPoint), are foundational to City operations and used by employees in support of all City goals.

Present Situation

The City of Vancouver currently piggy-backs on the Washington State contract with SHI for software and related services. The City is able to use the SHI contract to purchase software from multiple vendors, including Microsoft, Adobe, Avolve, Barracuda, Citrix, Infor, Kronos, NetMotion Wireless, OpenText, Pitney-Bowes, Qualys, RSA Security, VMware, and others. Using the Washington State contract provides the City with greater volume discounts than it could achieve independently.

Advantage(s)

Allows the City to continue piggy-backing on the Washington State contract to purchase software and related services from Microsoft and other vendors.

Disadvantage(s)

None

Budget Impact

None. Appropriations for software, systems, and related services exist within the current 2019-2020 budget. No additional appropriations are requested.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to approve purchases from SHI International Corp. on NASPO ValuePoint Master Agreement No: ADSP016-130651, Washington State Master Contract No: 06016, in an amount not to exceed \$1,800,000 over the life of the contract

Patrick Gilbride, Information Technology Director, 487-7650

ATTACHMENTS:

- ▣ Washington State Contract 06016
- ▣ Second Amendment to Contract 06016
- ▣ SHI Master Contract

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES

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

MASTER AGREEMENT

Master Agreement No: **ADSP016-130651**

SHI International Corp.
(hereinafter "Contractor")

And

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: **06016**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2016.

1. **SCOPE:** This Participating Addendum covers the Software Value-Added Reseller (SVAR) Services led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **EXCLUSIONS:** The following software publishers are excluded from this Participating Addendum:
 - ESRI
 - Microsoft EA
 - Autodesk
 - SAS
3. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
 - (a) **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

- (b) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.
- [Oregon Cooperative Purchasing Program \(ORCPP\)](#)

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 4.1. **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas ‘Reseller Cost’ is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State. If Purchasing Entities use a credit card as a method of payment for an order over ten thousand dollars (\$10,000), prices may be subject to payment processing fees, as agreed to in the applicable Purchase Order. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 4.2. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM.** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.3. **WASHINGTON’S STATEWIDE PAYEE DESK.** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 4.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
- (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of

this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

- (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 4.5. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74% on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

- (d) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.

- (e) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until an electronic invoice from Enterprise Services becomes available in [Contract Sales Reporting System](#). Contractor's VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract No.: 06016
 - The NASPO Master Agreement No.: ADSP016-130651
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (g) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

- 4.6. **CONTRACT REVIEWS.** Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Costs.

- 4.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION.** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 4.8. **RECORDS ADMINISTRATION AND AUDIT.** Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 4.9. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the Participating State and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
- 4.10. **PURCHASE ORDERS.** To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to SHI International Corp.:
- (j) Order is subject to NASPO ValuePoint Master Agreement No. ADSP016-130651 and Washington Master Contract No. 06016;
 - (k) Purchase Order amount; and
 - (l) Purchaser's contact information (i.e., name, address, telephone number, email).
5. **LEASE AGREEMENTS:** Leasing or renting equipment is not allowed throughout the term of the Master Agreement.
6. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

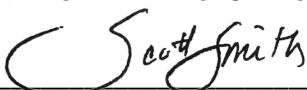
7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. GENERAL:

- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Participating Addendum shall survive and remain in effect following the expiration or termination of this Participating Addendum, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- (d) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (e) **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Its: Washington State IT Contract MGR

SHI INTERNATIONAL CORP.
A NEW JERSEY CORPORATION

By: 
Cassie Skelton

Its: Sr. Contracts Specialist

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	PARTICIPATING ADDENDUM AMENDMENT	
	Contract No.:	06016
	NASPO No.:	ADSO16-130651
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	Amendment No.:	2
	Effective Date:	October 1, 2017

**SECOND AMENDMENT
TO
PARTICIPATING ADDENDUM
FOR
NASPO VALUEPOINT MASTER AGREEMENT No. ADSO16-130651
STATE OF WASHINGTON CONTRACT No. 06016
SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES**

This Second Amendment ("Amendment") to the State of Washington's Participating Addendum for NASPO ValuePoint Master Agreement No. ADSO16-130651 and State of Washington Contract No. 06016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and SHI International Corp., a New Jersey corporation ("Contractor") and is effective as of October 1, 2017.

R E C I T A L S

- A. Master Agreement No. ADSO16-130651 is a NASPO ValuePoint cooperative contract led by the State of Arizona.
- B. On or about November 1, 2016, the State and Contractor (collectively the "Parties") entered into that certain Participating Addendum pursuant to which the State of Washington and its authorized purchasers could use the above referenced NASPO ValuePoint Master Agreement and State Contract.
- C. The Parties previously amended the Participating Addendum to increase the applicable Vendor Management Fee effective April 1, 2017.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. EXCLUSIONS. Section 2 of the Participating Addendum is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

EXCLUSIONS. The following software publishers are excluded from this Participating Addendum:

- SAS

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

SHI INTERNATIONAL CORP.
A NEW JERSEY CORPORATION

By: 
Name: Cassie Skelton
Title: Contracts Manager
Date: 09-13-17

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Mike Dombrowsky
Title: IT Contract Consultant
Date: 9/14/14



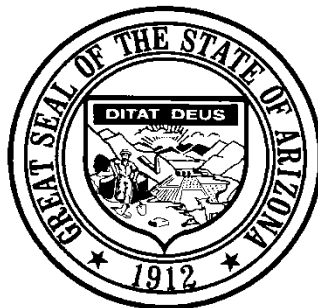
Software Value-Added Reseller (SVAR) Services
MASTER PRICE AGREEMENT

with

SHI INTERNATIONAL, CORP.
Contract No. ADSPO16-130651

State of Arizona
Lead State

Effective: April 8, 2016 to April 7, 2018



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

OFFER

TO THE STATE OF ARIZONA:

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

SHI International Corp.

Company Name

290 Davidson Ave.

Address

Somerset

NJ

08873

City

State

Zip

Natalie Slowik

Signature of Person Authorized to Sign Offer

Natalie Slowik

Printed Name

Sr. Manager, Contracts & RFPs

Title

Phone: 888-764-8888

Fax: 732-764-8889

E-Mail: Alison_Turner@shi.com

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

The effective date of the Contract is April 8, 2016

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

State of Arizona
Awarded this

5th

day of

April

2016

Procurement Officer

Alison Turner



Master Agreement Table of Contents

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

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

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Master Agreement

Section 1: General Information

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

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

1.1 Purpose

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

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

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

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

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

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

1.3 NASPO ValuePoint Background Information

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



Master Agreement

Section 1: General Information

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

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

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

1.4 Participating States

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

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

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

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

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

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

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

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

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

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



Master Agreement

Section 1: General Information

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

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Master Agreement

Section 2: Scope of Work

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

Contract No: ADSP016-130651
Description: Software Value-Added Reseller (SVAR) Services

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

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

2.1.2 SVAR shall do the following:

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

2.1.2.2 Honor existing Volume or Enterprise license agreements.

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

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

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

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

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

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

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

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

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

2.1.1.6.3 Examples of such advice would be:

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

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



Master Agreement

Section 2: Scope of Work

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

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

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



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



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

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



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2.2 COTS Products

2.2.1 Software which requires little or no services

	IN SCOPE Offerings		OUT OF SCOPE Offerings
LICENSING TYPE	COTS	Individual Licensing Volume Licensing Enterprise Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	<i>none</i>
Delivery	Shrink-Wrap	Download	<i>none</i>
HOSTING as part of delivery & use.	On Premise	Off Premise	Managed Service <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



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

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

2.2.1.3 Software Maintenance and Support Agreements.

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

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

2.2.1.3.2 *Software Updates.*

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

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

2.2.1.3.3 *License Confirmations*

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



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

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

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

2.2.1.4 Leases

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

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

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



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

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

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

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



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



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	SUNGUARD	
	SYBASE	
	TECHSMITH	
	TREND MICRO	
	TRUSTWARE	
	ULTRABAC	
	VORMETRIC	
	WEBSense	

2.2.1.6 Software Publishers, General Representation.

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

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

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

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

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

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



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

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

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

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

2.2.1.8 Product Delivery and Returns

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

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



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

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

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

2.3 Services

	IN SCOPE		OUT OF SCOPE
SOFTWARE & LICENSING TYPE	COTS	Volume Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	Not Applicable
Delivery	Shrink-Wrap	Download	Not Applicable
Hosting as part of delivery & use	On-Premise	Off-Premise	Managed Services
SERVICES	Basic Installation, Training and Maintenance <i>Means that activity which 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



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2.3.2 (RESERVED)

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

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

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

2.4 Training.

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

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

2.5 Customer Service and Representation.

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

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

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

2.5.4 *Contract Reviews.*

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

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

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

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



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

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

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

2.6. Interactions with Software Publishers

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

2.7 Reporting

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



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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: ADSP016-130651
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.



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

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

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

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

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

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

3. Term of the Master Agreement

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

4. Amendments

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

5. Assignment/Subcontracts

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

6. Price and Rate Guarantee Period

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



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rates will be allowed.

7. Cancellation

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

8. Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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



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

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

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

9. Right to Publish

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

10. Defaults and Remedies

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

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

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

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



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

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

11. Shipping and Delivery.

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

12. Changes in Contractor Representation

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

13. Force Majeure

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

14. Indemnification

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

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



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

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

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

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

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

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

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

15. Independent Contractor

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

16. Individual Customers

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



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17. Insurance

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

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

1) Commercial General Liability (CGL) – Occurrence Form

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

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$1,000,000

Damage to Rented Premises \$50,0000

Each Occurrence \$1,000,000

2) Business Automobile Liability

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

3) Technology Errors & Omissions Insurance

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

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

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



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

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

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

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

18. Laws and Regulations

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

19. License of Pre-Existing Intellectual Property

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

20. No Waiver of Sovereign Immunity

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

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



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

21. Ordering

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



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

22. Participants

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

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

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

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

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

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

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



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

23. Payment

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

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

24. Public Information.

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

25. Records Administration and Audit.

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

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

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

26. Administrative Fees

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



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

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

27. NASPO ValuePoint Summary and Detailed Usage Reports

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

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



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calendar quarter.

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

28. Standard of Performance and Acceptance.

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

29. Warranty

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

30. (RESERVED)

31. Title of Product

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

32. Waiver of Breach

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



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33. Assignment of Antitrust Rights

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

34. Debarment

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

35. Governing Law and Venue

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

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

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

36. NASPO ValuePoint eMarket Center

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

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



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

37. Contract Provisions for Orders Utilizing Federal Funds.

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

38. State Government Support

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

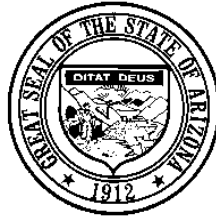


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5.1 State of Arizona Special Terms and Conditions

A. Purpose

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

B. Term of Contract

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

C. Contract Extensions

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

D. Contract Type – Fixed Price

E. Eligible Agencies (STATEWIDE)

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

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

F. Licenses

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

G. Volume of Work

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



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H. Key Personnel

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

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

I. Changes

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

J. Price Adjustment

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

K. Payment Procedures

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

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

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

L. Information Disclosure

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



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

M. Employees of the Contractor

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

N. Warranty

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

O. Compliance with Applicable Laws

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

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

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

P. Non-Exclusive Contract

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

Q. Administrative Fee/Usage Reports

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

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

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



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

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

2. State of Arizona Fee Amount:

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

3. Method of Assessment

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

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

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

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

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



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

R. Acceptance

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

T. Performance

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

1. Failure to Perform

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

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



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failure; and

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

2. Root-Cause Analysis

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

U. Compensation

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

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

V. Contractor Performance Reports

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

W. Offshore Performance of Work Prohibited

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



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

X. Indemnification and Insurance

1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "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.



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1.3.1 Commercial General Liability (CGL) – Occurrence Form

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

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

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

1.3.2 Business Automobile Liability

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

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

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

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

1.3.3 Workers' Compensation and Employers' Liability

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

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



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

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

1.3.4 Technology Errors & Omissions Insurance

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

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

1.3.5 Media Liability Coverage

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

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

1.4 Additional Insurance Requirements

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

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



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

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

1.5 Notice of Cancellation

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

1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

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

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

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

1.8 Subcontractors

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



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

1.9 Approval and Modifications

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

1.10 Exceptions

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

Y. **Data Privacy and Security**

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

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

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

1. Threat of Security Breach

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

2. Discovery of Security Breach

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



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for the State CIO, the CISO and key personnel.

AA. Security Requirements for Contractor Personnel

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

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

BB. Access Constraints and Requirements

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

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

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

CC. Health Insurance Portability and Accountability Act of 1996

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



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

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

Suggested References:

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

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

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

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

5.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

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

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



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

2. Contract Interpretation

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



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

3. Contract Administration and Operation

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



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

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



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

4. Costs and Payments

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

5. Contract Changes

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



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

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

6. Risk and Liability

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



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Section 4: Lead State (ARIZONA) Terms and Conditions

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

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

7. Warranties

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

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

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

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

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



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

8. State's Contractual Remedies

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



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the Contract shall be amended in writing accordingly.

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

9. Contract Termination

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



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

9.5. Termination for Default.

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

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

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

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

10. **Contract Claims**

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

11. **Arbitration**

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

12. **Comments Welcome**

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

ATTACHMENT A - RESPONSE TO SCOPE OF WORK – QUALIFICATIONS

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

Instructions:

- a. All materials must be in electronic format that can be received in ProcureAZ (<https://procure.az.gov>), the State of Arizona's electronic procurement system.
- b. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.
- c. Response to all questions, even if you answer is "Not Applicable".
- d. Label your response "ATTACHMENT A_Qualifications_*companyname*" and state the question number being addressed.
- e. Additional attached information shall indicate the item number and heading being referenced as it appears below.
- f. The above additional attached information should also include a header labeled, "ATTACHMENT A_Qualifications_*companyname_name of additional information*"

1. Overall Company Information

1.1. Business Operations

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

SHI Response:

SHI International Corp., headquartered in Somerset, New Jersey, has transformed itself from a \$1 million "software-only" regional reseller into a \$5.8 billion global, full lifecycle provider of technology, services and solutions.

SHI is positioned as the fastest growing VAR in the market globally, boasting a growth rate of 15% in revenue and reaching \$5.8 billion in 2014. Providing world class support to more than 14,000 customers, SHI continues to grow our customer base and maintain our customer loyalty with 99% retention, as some of our largest competitors are experiencing no or negative growth. Providing a compelling value to our entire customer base, SHI is able to offer the lowest gross margin of our top 4 competitors, while at the same time maintaining our profitability with the lowest overhead cost structure in the industry.

We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. We do this by understanding our customers' complete project lifecycle. We address customer business needs, help them acquire the appropriate technology, and follow through to make sure that the technology we provided is adopted or consumed correctly, and is meeting business needs as expected.

SHI's Approach

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their software needs. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide customer satisfaction. SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for both NASPO ValuePoint and the Participating States. To make this contract a success, we have included each of the following elements:

- **A dedicated Public Sector account and service team.** This team is empowered to commit all of SHI's resources to address the needs of our customers.
- **A flexible service approach** that allows SHI to adjust its processes, procedures, and offerings to meet the changing needs of our customers.
- **An innovation strategy** that ensures that NASPO ValuePoint and the Participating States are able to take advantage of additional opportunities to improve service, reduce costs, and improve the satisfaction of our end-user customers.

SHI's "Customer Needs" Process

SHI understands that in order to bring the right solution to the customer, we need to first understand the customer's vision. Once we understand what they are trying to accomplish, our sales team, licensing experts, and internal publisher-specific resources help design a strategy that is suitable to their environment today, and that will scale to meet their future needs. This approach might include conducting assessments of the customer's current environment or proof of concept for a potential solution. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring their software products using the most advantageous licensing programs and at the most aggressive possible cost. We then follow through with our customer to ensure that the software solution the customer procured is working as expected.

SHI's Manufacturer Relationships

SHI has a diversified product line that includes a broad range of IT products and services. All the leading manufacturers have established SHI as an authorized partner. Some of our largest partner relationships include:



Expertise with Software Licensing



When it comes to software in particular, SHI's expertise is second to none. Following are just a few examples of the benefits we bring to our customers for their software needs:

[Our Award Winning Licensing Team](#)—With the largest team of Software & Licensing Specialists in the industry, SHI has the expertise in managing the varied features of the Publisher Licensing Programs. Our award winning team of Software & Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

[Software Asset Management](#)—SHI understands how important it is for our customers to understand and manage their valuable software assets. Our expertise, reporting, and license tracking all work together to provide peace of mind. SHI customers have confidence that they are compliant with each software publisher's unique licensing requirements, without overspending for unnecessary licensing.

[Managing your Software Lifecycle](#)—SHI's expertise extends beyond the implementation and management of your license agreements and compliance. We offer comprehensive software lifecycle support, including regular Customer Business Reviews and our Polaris Renewal Organizer for the management and budgeting of your software and maintenance renewals.

What is Unique About SHI's Services as a Software Value Added Reseller?

SHI is a unique company in our industry, and there are many aspects of our business operations which translate into benefits for the customers with whom we partner for their software needs. Following are a few reasons to consider selecting SHI as your SVAR:

1. **Lowest overhead structure.** SHI is financially strong and stable, and we consistently demonstrate year over year growth without mergers or acquisitions. As a result, we offer our customers the most competitive pricing and we are able to sustain that value to our customers over the long term.
2. **Longest average tenure across our sales force.** NASPO ValuePoint can feel confident in SHI's tenured and knowledgeable staff. We experience very little turnover, and Participating States can continue to depend upon our consistency and continuity of service.
3. **Stable management and ownership structure for 26 years.** While other industry organizations have gone through multiple changes in ownership and operational structures, SHI has remained stable. SHI is a private company and certified as women and minority owned.
4. **Comprehensive software lifecycle support.** SHI does so much more than just facilitate a software transaction. We provide our customers with software asset management, software license management, and license renewal services. This minimizes our customers' risk of non-compliance and allows them to realize significant savings and cost avoidance by identifying surplus licenses and re-deploying within the enterprise.
5. **Management tools.** SHI provides the most comprehensive set of customer ready tools for management of spend and business with SHI. Our online reporting capabilities give customers visibility to and control over spend, and our PRO (Polaris Renewal Organizer) tool provides a timeline of the customer's upcoming maintenance and contract renewals.

6. **Our people and our culture.** SHI's employees are empowered to remain flexible to support our customers' individual needs. With an entrepreneurial mindset and spirit, SHI is proud to provide our customers with autonomous account teams with the authority to make all decisions relative to account support.
7. **Licensing expertise.** SHI is ranked within the top 3 resellers for all of the major software publishers. We are consistently recognized by our software publisher partners for our quality, and our licensing team is unsurpassed in the industry.
8. **Procurement.** SHI's procurement options are flexible and customizable. We offer customizable options for catalogs and E-Commerce. We also offer options and tracking for diversity spend.
9. **Proven success as a Software Value Added Reseller.** SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.
10. **Proven success as a NASPO ValuePoint Software Value Added Reseller.** SHI has had the privilege to work with WSCA/NASPO ValuePoint throughout the term of the current SVAR contract, and our transition to the new contract will be seamless. During the current contract, SHI has partnered closely with WSCA/NASPO ValuePoint and the Participating States. As evidenced by our number of current SVAR Participating Addenda and the total contract spend through SHI, we have helped more customers under the current contract than any other SVAR.

In summary, SHI is the most technologically advanced and flexible software reseller and service provider in the industry today. Our success has been realized as a result of continued customer satisfaction and continuous improvement of our systems infrastructure to accommodate the changes in software acquisition, as well as changes in the procurement and acquisition process for our customers. We've grown and evolved along with the Participating States under the current NASPO ValuePoint SVAR contract, and we look forward to continuing that strong partnership under the new agreement term as well.

1.1.2. Provide the following information using the format below.

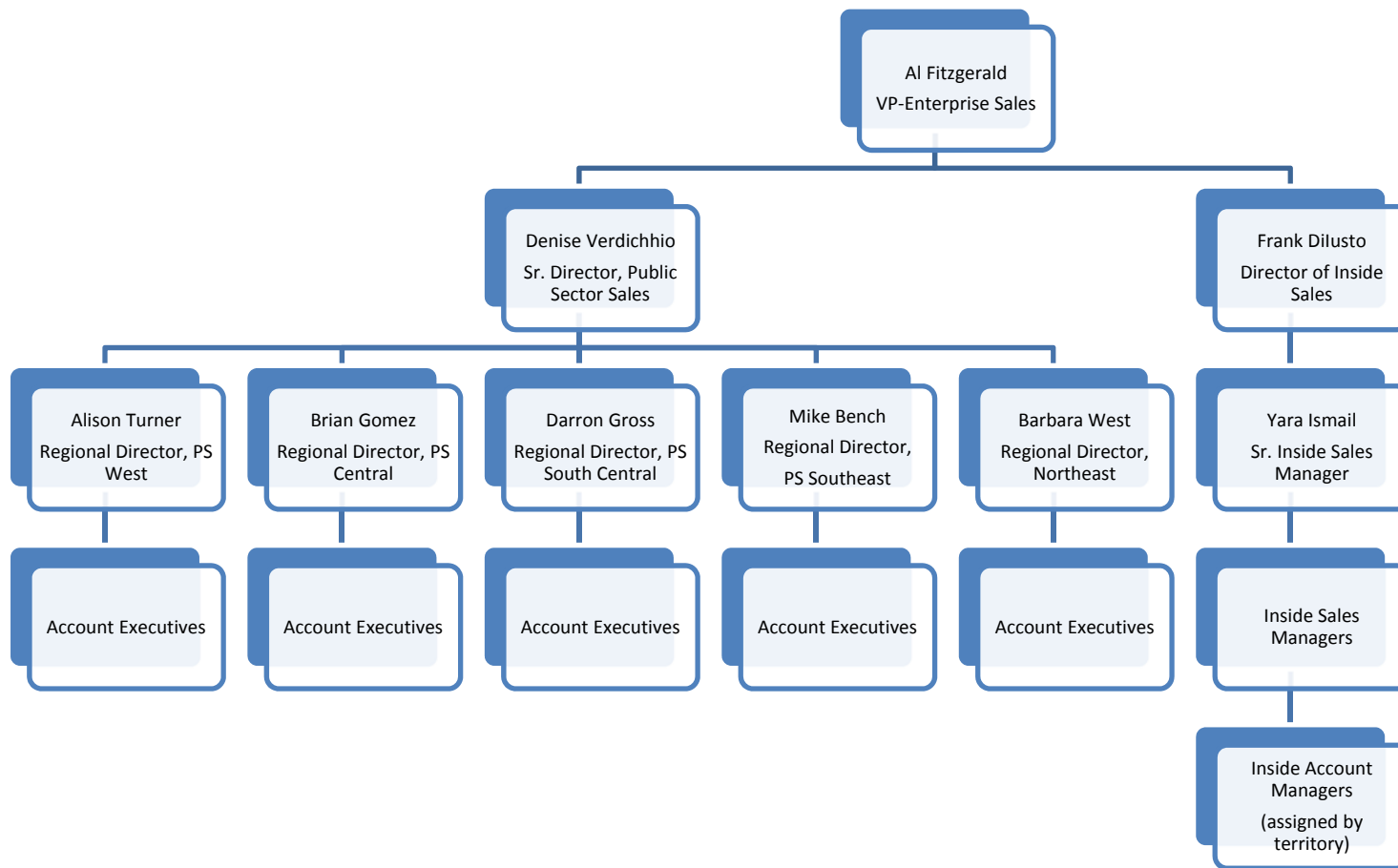
SHI Response: SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

- 1.1.2.1. Offeror's full legal name
- 1.1.2.2. Primary business contact information (name, address, phone number, email address, website)
- 1.1.2.3. Date Company was established;
- 1.1.2.4. Location where the Offeror is incorporated
- 1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)
- 1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information.
- 1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.
- 1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.

Format to be used to respond to Item 1.1.2.1 through 1.1.2.8 below

Required Information	Offeror's Response
1.1.2.1. Offeror's full legal name	SHI International Corp.
1.1.2.2. Primary business contact information (name, address, phone number, email address, website)	SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 Primary Business Contact for this RFP: Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com www.shi.com
1.1.2.3. Date Company was established	With more than 3,000 employees globally, SHI has been in business for 26 years (established in 1989).
1.1.2.4. Location where the Offeror is incorporated	290 Davidson Ave. Somerset, NJ 09973
1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.)	SHI International Corp. is a privately owned Corporation, incorporated in New Jersey 52% owned by Thai Lee 40% owned by KoGuan Leo 8% held in trust
1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information.	SHI has sales offices and sales teams across the country which will actively support this contract. The location responsible for the performance of the contract is our headquarters location in New Jersey: SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873 Following are contacts from our Sales

	Management team and our Public Sector Contracts team who will be responsible for the performance of the contract: Sales Management Contact: Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com Public Sector Contracts Team Contact: Nick Grappone Public Sector Sales Contract Specialist 732-537-7166 Nick_Grappone@SHI.com
1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.	SHI is pleased to provide an organizational chart; however it would be too small to be legible in this format, so we are including it directly beneath this table. This organizational chart demonstrates the structure for the Field Sales Management and Account Teams that will support each Participating State. There is not sufficient space to include the names of every Account Executive in the organizational chart, but we do provide more details for each region in response to question 1.3.
1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response.	Alison Turner Director, Public Sector West 425-974-5997 Alison_Turner@SHI.com



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

1.2.1 Name;

1.2.2 Position/Title and reporting responsibilities;

1.2.3 Years of industry experience

1.2.4 Years in current position

1.2.5 Proposed role relative to Offered services. Include the functions and tasks for which they will have prime responsibilities.

SHI Response:

SHI has Key Personnel across the country who have had the privilege of working with Participating States under the current NASPO ValuePoint SVAR contract, and who look forward to supporting the resultant contract. Since we do have many representatives who will play a key role in performance of this contract, we are providing a brief overview of our Public Sector coverage model. Immediately following, SHI is pleased to provide the responses to sections 1.1.2.1 through 1.1.2.8 within the requested format below.

To give you an idea of our scope of coverage, SHI is proud to support our Public Sector customers with the following team members who work *exclusively with Public Sector*:

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

As you can see, SHI has many representatives who will support the NASPO ValuePoint SVAR contract across the country. Using the requested format, we are supplying information for those Key Personnel who we believe will be most heavily involved in the resultant contract, based upon SHI's past experience with the States that have participated under the SVAR contract and/or have indicated their intent to participate in the next SVAR contract. Again, this is just a representative sample of the SHI team who will be supporting this agreement.

Required Information	Offeror's Response
1.2.1. Name	Denise Verdicchio
1.2.2. Position/Title	Senior Director, Public Sector
1.2.3. Years of industry experience	20 years in industry, 20 years with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	• Senior Director for SHI's Public Sector field sales team across the country • Responsible for all SHI Public Sector contracts • Dedicated to excellence and continuous improvement in offerings and customer service

Required Information	Offeror's Response
1.2.1. Name	Alison Turner
1.2.2. Position/Title	Director, Public Sector West
1.2.3. Years of industry experience	21 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	- Coordinates SHI efforts in support of the NASPO ValuePoint SVAR contract across the country - Manages the SHI SLED field sales team in the Western US - Maintains strong relationships with NASPO ValuePoint and each Participating State in the West - Attends annual NASPO ValuePoint meetings, conducts regular status checks with Participating States, guarantees service under the contract, point of contact for contract questions, etc.

Required Information	Offeror's Response
1.2.1. Name	Amelia Jakubczyk
1.2.2. Position/Title	Account Executive, State and Local Government in Arizona and Nevada
1.2.3. Years of industry experience	16 years in industry, 5 years with SHI
1.2.4. Years in current position	5
1.2.5. Proposed role relative to Offered services	- Amelia has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) and the State of Nevada throughout the current contract term - Amelia has been instrumental in executing under the current agreement, and she has the knowledge, customer and publisher relationships, and desire to make the new contract a success as well

Required Information	Offeror's Response
1.2.1. Name	Lynn Farmer
1.2.2. Position/Title	Account Executive, Education in Arizona and State, Local & Education in New Mexico and Wyoming
1.2.3. Years of industry experience	20 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	- Lynn has been a Field Account Executive working with the State of Arizona (NASPO ValuePoint SVAR Lead State) Education customers, as well as the States of New Mexico and Wyoming, throughout the current SVAR contract term - Lynn's high energy, positive attitude, and customer-focused approach have helped her build long-term customer relationships

Required Information	Offeror's Response
1.2.1. Name	Andrea Keno
1.2.2. Position/Title	Account Executive, State and Local Government in Alaska, Hawaii, Montana, Idaho and Washington
1.2.3. Years of industry experience	8 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	- Andrea is a Field Account Executive who works closely with the States of Alaska, Hawaii, Montana, and Idaho under each State's SVAR Participating Addendum - Andrea is committed to showing up for her customers, both literally and figuratively. Her customers appreciate her dedication and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Brandon Barkley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Oregon
1.2.3. Years of industry experience	9 years in industry, 2 years with SHI
1.2.4. Years in current position	2
1.2.5. Proposed role relative to Offered services	- Brandon is a Field Account Executive who works closely with the State of Oregon under the State's SVAR Participating Addendum - Brandon regularly receives compliments from his customers on his detailed knowledge of software licensing and his excellent customer service

Required Information	Offeror's Response
1.2.1. Name	Heather Fritsche
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Colorado
1.2.3. Years of industry experience	13 years in industry, 1 year with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	- Heather is a Field Account Executive who works with State of Colorado entities under the State's current SVAR Participating Addendum - While newer to SHI, Heather brings a great deal of industry experience and has quickly made a strong impact for her customers - Heather's past experience includes managing a software licensing team, and her knowledge of licensing programs and attention to detail are second to none

Required Information	Offeror's Response
1.2.1. Name	Dan Pressley
1.2.2. Position/Title	Account Executive, State and Local Government & Education in Utah and Education in Nevada, Montana and Idaho
1.2.3. Years of industry experience	11 years in industry, 4 years with SHI
1.2.4. Years in current position	4
1.2.5. Proposed role relative to Offered services	- Dan is a Field Account Executive who works closely with the State of Utah, as well as Education accounts in Nevada, Montana and Idaho, under these States' SVAR Participating Addenda - Dan is known for his integrity, his hard work, and his desire to understand his customers' missions as thoroughly as possible

Required Information	Offeror's Response
1.2.1. Name	Debbie Bieber
1.2.2. Position/Title	Account Executive, Local Government in Northern California
1.2.3. Years of industry experience	29 years in industry, 23 years with SHI
1.2.4. Years in current position	20
1.2.5. Proposed role relative to Offered services	- Debbie is a Field Account Executive who supports local government accounts in Northern California under the State's SVAR Participating Addendum - Debbie's long tenure in the industry and with SHI make her a wealth of knowledge for her customers

Required Information	Offeror's Response
1.2.1. Name	Guillermo Ortiz
1.2.2. Position/Title	Account Executive, Local Government in Southern California
1.2.3. Years of industry experience	10 years in industry, 6 years with SHI
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	- Guillermo is a Field Account Executive who supports local government accounts in Southern California under the State's SVAR Participating Addendum - Guillermo approaches his role with enthusiasm and enjoys helping his customers to craft IT solutions in new and more efficient ways

Required Information	Offeror's Response
1.2.1. Name	Martin Barrett
1.2.2. Position/Title	Account Executive, State and Local Government in Connecticut
1.2.3. Years of industry experience	17 years in industry, 1 year with SHI
1.2.4. Years in current position	1
1.2.5. Proposed role relative to Offered services	- Martin is a Field Account Executive who works closely with the State of Connecticut under the State's SVAR Participating Addendum - Martin combines his knowledge of products and programs with his passion for making his customers' lives easier

Required Information	Offeror's Response
1.2.1. Name	Kevin Farrell
1.2.2. Position/Title	Account Executive, State and Local Government & Education in North Dakota and South Dakota
1.2.3. Years of industry experience	20 years of industry experience, 16 years with SHI
1.2.4. Years in current position	16
1.2.5. Proposed role relative to Offered services	- Kevin is a Field Account Executive who supports the states of North Dakota and South Dakota under their SVAR Participating Addenda - Kevin has a great deal of tenure in the industry and in working with public sector customers

Required Information	Offeror's Response
1.2.1. Name	David Rounds
1.2.2. Position/Title	Account Executive / Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas
1.2.3. Years of industry experience	17 years in industry, all with SHI
1.2.4. Years in current position	3+
1.2.5. Proposed role relative to Offered services	- David personally supports, and manages a team who help support, the MOKA states under their current SVAR Participating Addenda - David's 17+ years in various roles for SHI provide him with the background and knowledge to get things done right for his customers - David is known for his responsiveness and positive attitude

Required Information	Offeror's Response
1.2.1. Name	Yara Ismail
1.2.2. Position/Title	Senior Inside Sales Manager, Public Sector
1.2.3. Years of industry experience	11 years in industry, with SHI this entire time
1.2.4. Years in current position	6
1.2.5. Proposed role relative to Offered services	• Senior Inside Sales Manager for SHI's Public Sector inside sales team across the country • All regional Public Sector Inside Sales Managers and their teams report up to Yara • Point of escalation for customers and Public Sector Directors to address urgent matters • Sets new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers

- 1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment.

SHI Response:

SHI is pleased to provide resumes for each of the Key Personnel referenced above.

As mentioned previously, SHI has Key Personnel across the country, and in many types of roles, who look forward to supporting the resultant contract. The resumes which follow represent just a sample of these Key Personnel, based upon SHI's past experience with the States that have participated actively under the current SVAR contract and/or have indicated their intent to participate in the next SVAR contract.

Denise Verdicchio

908.884.1389
denise_verdicchio@SHI.com

202 Gregory Lane
Branchburg, NJ 08876

Senior Sales Professional / Account Manager

Offering 20 years of experience and achievement in the sale of IT software, hardware, and professional services to diverse business, healthcare, and government entities.

- Top sales performer with remarkable talent for connecting with customers, influencing key decision makers, and matching buyer needs with the right products to ensure ongoing satisfaction and repeat business.
- Assertive and resolute in pursuing opportunities, closing deals, resolving issues, and collaborating with vendors and other partners on seamless, timely implementation of world-class solutions.
- Knowledgeable and articulate in interfacing with clients and in delivering high-impact presentations that drive audiences to desired action. Accustomed to communicating with CEOs, CIOs, CTOs and other senior staff.
- Inspirational, empowering leader able to guide sales teams to unprecedented results; exceptionally organized in multitasking, keeping accounts up to date, and giving proper attention to multiple, concurrent deals.
- Passionate, enthusiastic, and hardworking. Driven each day to advance company goals, grow market share, surpass revenue targets, and boost bottom line profits while consistently exceeding client expectations.
- 7-time President's Club recipient, 3-time Chairwoman's Club designation, and Bali Award winner.

Career History

SHI INTERNATIONAL, Somerset, NJ, 1995 to Present

In a series of increasingly responsible roles, develop new business, exceed sales targets, and provide outstanding service to customers of this \$6B global provider of innovative IT products and services.

Senior Director Public Sector, 7/1/2015-Present

SENIOR SALES EXECUTIVE WITH 20 YEAR ACCOMPLISHED CAREER KNOWN FOR DELIVERING AND SUSTAINING REVENUE AND PROFIT GAINS WITHIN HIGHLY COMPETITIVE MARKET. LEAD \$1.3B BUSINESS UNIT INCLUDING TEAM OF 6 REGIONAL DIRECTORS AND 100 ACCOUNT EXECUTIVES IN ALL ASPECTS OF SALES, SERVICE, BUSINESS DEVELOPMENT, ACCOUNT MANAGEMENT, SOLUTIONS IMPLEMENTATION, AND ISSUE RESOLUTION ACROSS NORTH AMERICA. COLLABORATIVE LEADERSHIP STYLE INCLUDING ONGOING PERSONALIZED COACHING TO OTHER TEAM MEMBERS, OPEN INFORMATION SHARING, AND NURTURING CULTURE RESULTING IN CREATIVE AND INNOVATIVE ENVIRONMENT. EXCEPTIONAL COMMUNICATOR WITH CONSULTATIVE SALES STYLE, STRONG NEGOTIATION SKILLS, EXCEPTIONAL, EXCEPTIONAL PROBLEM SOLVING ABILITIES, AND A KEEN CLIENT NEEDS ASSESSMENT APTITUDE.

- SKILLED IN SENIOR-LEVEL PRESENTATIONS, NEGOTIATIONS, AND RELATIONSHIP BUILDING
- MAINTAIN KNOWLEDGE AND EXPERTISE OF TECHNOLOGIES INCLUDING END USER COMPUTING, DATACENTER, AND SECURITY
- DEVELOP AND IMPLEMENT SHORT AND LONG TERM SALES AND BUSINESS PLANS
- PROVIDE LEADERSHIP AND INNOVATION IN KEY ACCOUNT DEVELOPMENT AND MANAGEMENT
- ACKNOWLEDGED FOR EXCEPTIONAL STAFF DEVELOPMENT, MOTIVATION, AND TEAM BUILDING

Director – East Region SLED, 8/2013 to 6/30/2015

Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory, SHI's largest region representing over \$200M in annual revenue. Oversee daily operations in assisting customers with software and hardware procurement and implementation, system configuration, data center optimization, cloud computing, IT asset management, and various other computing solutions—ultimately helping clients maximize their IT investments and run successful businesses. Aggressively pursue new business through cold calling and other strategies. Travel extensively to client sites to provide in-person client support or drive new business opportunities. Partner with IT vendors and strategic partners on solutions implementation and in planning strategies to increase business.

- Excel in delivery of informative, insightful sales presentations to CEOs, CIOs, CTOs, CFOs, and other IT and procurement staff to update on current business and / or explain what SHI can do for them.
- Consistently demonstrate tremendous organization in keeping accounts current, overseeing all deals from 12 Account Executives, and responding to up to 400 customer emails daily.
- Motivate teams each day to work to their full potential. Provide ongoing coaching and support.
- Promoted to Director after highly successful tenure as Account Executive.

SHI INTERNATIONAL, Somerset, NJ

Account Executive – NJ State and Local Government, 2010 to Present

Develop new business, service customer needs, and oversee daily account management for public sector clients in NJ State and Local Government. Interface daily with customers in providing information, resolving issues, communicating SHI offerings, and enabling them to secure quotes through their own procurement systems. Negotiate deals, support customer contracts, and deliver sales presentations. Onboard new vendors, enabling them to procure software on the NJ state contract. Collaborate with vendors on delivery of comprehensive IT solutions.

- Grew this new line of business from \$0 to \$40M in three years, establishing all new clients—including 19 NJ counties, more than 100 individual townships, and all state agencies.
- Delivered more than \$2M in cost savings to clients through successful price negotiations with vendors.
- Regularly exceed quarterly / annual sales targets.

SHI INTERNATIONAL, Somerset, NJ

Account Executive – North Carolina Commercial Accounts, 1998 to 2010

Orchestrated customized, total IT solutions for Duke Energy (30K employees), SAS Institute, Wake Forest University, and other commercial accounts throughout North Carolina. Aggressively pursued and developed new business through cold calling, networking, and other forms of outreach.

- Fostered and fortified strong, mutually beneficial relationships with Microsoft, Adobe, Symantec, McAfee, HP, VMware, Amazon Web Service, EMC, Lenovo, and other strategic partners.
- Demonstrated tremendous energy and unyielding commitment to being in front of customers as often as possible to create and expand relationships.

~ Earlier SHI experience as **Human Resources Assistant** (1997 to 1998), hiring employees to all SHI divisions; and as **Inside Account Manager** (1995 to 1997), answering customer calls, quoting product, placing orders, and providing support to North Carolina accounts. ~

Education

Bachelor of Arts Degree in Psychology and Sociology

RUTGERS COLLEGE, New Brunswick, NJ

Double Major; Honor's Graduate

Professional Development:

Microsoft Sales Professional Certification • VMWare Sales Specialist • McAfee Certified Sales Professional

Alison Turner

6535 102nd Place NE
Kirkland, WA 98033

425-974-5997
alison_turner@shi.com

Sales Leadership • Collaboration • Customer Focus

Technology sales leader with 20+ years of experience with Public Sector customers. Enjoy leading a team to establish long-term customer relationships and exceed customer expectations.

EMPLOYMENT OVERVIEW

Director West Region, State & Local Government and Education **September 2013-Present** **SHI, Seattle WA**

Manage a team of field-based Account Executives working with Public Sector accounts in SHI's West Region. Work closely with team, customers, and partners to craft and deliver custom IT solutions for all aspects of customers' environments, from software and hardware procurement to IT asset management and cloud computing. Coordinate resources within SHI and key partners to grow and maintain mutually beneficial customer relationships.

Senior Licensing Sales Specialist **October 2011 – September 2013** **Microsoft, Seattle WA**

Entrusted to drive complex software licensing solutions for key Academic customers in the Western U.S. to increase account penetration and exceed sales commitments in excess of \$90 million annually. Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts, and followed through with partners and customers to ensure successful implementation. Led special project on behalf of all Public Sector to close critical deals on time at end of each Half.

Senior Regional Sales Manager, Software, Major Public Accounts **November 2007 – October 2011** **Dell, Seattle WA**

Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts (state, local and education customers) across the country, representing over \$600 million annual revenue. Recruited, coached, evaluated, rewarded, and managed staff of up to 15 field Account Executives. Coordinated software proposals, including writing proposal content, which resulted in Dell statewide software contracts in 36 states and numerous additional purchasing agreements. Proactively aligned efforts with other departments within Dell, including core (hardware) sales teams, software inside sales teams, contracts, proposals, legal, finance, and marketing, as well as with external partners. Trusted advisor for state government and education IT and procurement initiatives. Exceeded revenue goals each year in the position.

Director, State & Local Government and Education **May 2007 – November 2007** **ASAP Software, Seattle WA**

And formerly

National Manager, State & Local Government and Education **April 2001 – May 2007** **ASAP Software, Seattle WA**

Responsible for segment of the company's business generating over \$100 million annual revenue. Developed and maintained strong key customer relationships, helped state and local government and education customers develop RFPs to determine suppliers, and acted as Project Manager for major software proposals, including writing the proposal content. Managed a team of up to 15 field sales professionals, successfully led this team through organizational change following the acquisition of ASAP Software by Dell, and maintained strong team loyalty and retention during this time. Also led efforts to acclimate customers to the changes following the acquisition and maintained strong customer loyalty and retention throughout changes in internal processes.

Senior Account Executive, State & Local Government and Education **September 1999 – March 2001** **ASAP Software, Seattle WA**

Field sales representative responsible for all state and local government and academic software sales in a 23-state region. Surpassed revenue goals in excess of \$25 million per year. Regularly met with key customers and prospects and developed long-standing relationships with lasting impact.

Inside Sales Manager, State & Local Government and Education

ASAP Software, Buffalo Grove IL

November 1997 – August 1999

Managed a team of 13 Inside Account Managers. Instrumental in identifying, winning, implementing and supporting long-term statewide software contracts and other purchasing agreements. Developed and implemented operational processes to support customers' needs, and trained sales representatives and managers on these operations.

Senior Inside Sales Representative

ASAP Software, Buffalo Grove IL

August 1996 – October 1997

And formerly

Inside Sales Representative

ASAP Software, Buffalo Grove IL

July 1994 – July 1996

Responsible for all government sales (federal, state, local and academic) in a 4-state territory. Won, implemented and personally managed new software Volume Licensing Agreements for major customers including State of Illinois, State of Indiana, and Wright-Patterson Air Force Base.

EDUCATION AND CERTIFICATIONS

Masters of Business Administration

Marketing Concentration, Washington University, St. Louis MO

Ranked in top 10% of class

May 1993

Bachelor of Arts

Marketing Major, Kansas State University, Manhattan KS

Graduated Summa Cum Laude, GPA 3.98/4.0

May 1991

Microsoft Certified Professional

June 2011



Volume Licensing Specialist, Large Organizations

RECOGNITION AND AWARDS

SHI Chairman Club

Achieved Chairman Club Award, 2015.

Microsoft Circle of Excellence

Recognized for pursuit of excellence with Microsoft's Gold Club Award 2013.

Dell Rewards & Recognition Program

Q2 FY11 Silver Award recipient, for outstanding achievement which positively affects the Business Unit's Fiscal Year Initiatives.

ASAP Software President's Club

Achieved President's Club Award, ASAP Software's highest sales recognition, in: 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2004, 2005, 2006 and 2007.

PROFESSIONAL EXPERIENCE**SHI International, Corp.****Denver, CO****2009 to Present**

Public Sector Account Executive

2010 - Present

- Responsible for maintaining the WSCA SVAR Contract in Arizona and Nevada for State Local Government.
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within the organization.
- Act as an advisor for customers to determine the best value for their needs.

Services Executive, West Region

2009 - 2010

SHI is a privately held reseller providing Software, Hardware and Integration to customers across the U.S., Asia-Pac, Western Europe, UK and Canada.

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Responsible for supporting Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

TEKsystems, Inc.**Westminster, CO****2004 to 2009**

Senior Technical Recruiter

TEKsystems is the largest staffing and services provider in the nation with over 90 offices across the U.S. and several offices in Canada and United Kingdom.

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

Natural Data**Denver, CO****2003 to 2004**

Account Manager/Recruiter

Natural Data, Inc. is a staffing firm specializing in meeting the needs of small, medium and Fortune 1000 companies.

ConsultNet**Denver, CO****1999 to 2003**

Technical Recruiter Account Manager

ConsultNet is an IT staffing company in the Denver area. The company has 5 locations in various states.

EDUCATION & ACTIVITIES

Community College of Denver**Denver, CO****1998**

Affiliations - Sponsor and member of Denver Java User Group, Boulder Java User Group

Professional Development - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified**2009/2014****McAfee Sales Professional Certified****2010**

Professional references provided upon request.

LYNN FARMER

7807 N. 4th Place • Phoenix, AZ 85020 • 602.692.6261 • LynnFarmerAZ@gmail.com

Account Executive

- Skilled at all levels of the Consultative/Solution Selling process; **strong** in building rapport and long-term relationships with customers.
- Experienced hunter with the **proven** ability to build/grow a territory, penetrate new customers and build market share. Track record of creating award-winning territories.
- Proven ability **cultivating** and maintaining long-term client relationships to grow revenue.
- Highly effective time manager with excellent organizational and **follow-through** abilities.
- Well-developed persuasive and communication skills; able to interact with individuals at all levels.

Qualification Highlights

- Territory Management
- Consultative Solution Selling
- Account Management
- Experienced with Channel Partner
- Business Development
- Time & Resource Management

PROFESSIONAL EXPERIENCE

Account Executive

10/2011 – Present

SHI International ✧ Phoenix, AZ

State, Local, and Education

- Responsible for developing relationships with new and existing customers in State, Local, and Educational markets in Arizona, New Mexico and Wyoming. Primary responsibilities are selling Software and Hardware solutions. Working with C Level Management and Technology Directors.

Senior Account Executive

11/2007 – 10/2011

Dell Inc. ✧ Phoenix, AZ

State, Local and Education

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, and Educational markets across Arizona, New Mexico, Nevada, and Colorado.

Account Executive

8/2001 – 11/2007

ASAP Software ✧ Phoenix, AZ

State, Local, Education and Healthcare

- Responsible for developing and maintaining relationships with new and existing customers in State, Local, Educational and Healthcare markets across Arizona, New Mexico, Nevada, Colorado and Utah.

Account Executive

11/1999 – 7/2001

WareForce Inc. ✧ Phoenix, AZ

State, Local, Education and Healthcare

- **Recruited by customer.** Employer hired me to build and expand the Arizona market selling a broad portfolio of hardware and software products. Called on senior-level decision makers including CIO's, IT Directors, and IT Managers.

Account Executive
MicroAge ✧ Phoenix, AZ

1/1995 – 11/1999

State, Local, and Education

- Cultivated and established long-term relationships with CIO's, IT Managers, and purchasing agents throughout the State of Arizona.
- Marketed and sold hardware and software products to government and education accounts.

Account Executive
Franklin Covey (formerly Time Systems, Inc.) ✧ Phoenix, AZ

5/1988 – 1/1995

- Sold a wide variety of time management solutions to business accounts located in Arizona and California.

EDUCATION / TRAINING / CERTIFICATIONS

Glendale Community College, Glendale, AZ

~ AA Degree in Applied Science, Banking, and Finance ~

Dale Carnegie Sales Training * Certified Software Manager * Microsoft Solution Selling * Salesforce.com

Andrea K. Keno

 **4344 South Craftsman Court, Spokane, Washington 99223** 
208.660.2715  **akkeno@gmail.com**

Solution Sales Specialist ▪ Account Executive ▪ Contract Manager ▪ Customer Relations Manager

QUALIFICATIONS PROFILE

Goal-driven, well-disciplined, and self-motivated professional with proven ability to effectively handle various tasks and responsibilities. Expert at managing and maintaining sales accounts, and multimillion-dollar contracts as well as providing exceptional customer service and public relations. Known for exceptional work ethic and great multitasking aptitudes; highly adept at working independently or as part of a team. Equipped with well-honed communication and interpersonal skills, with the ability to work with all levels of individuals.

PROFESSIONAL EXPERIENCE

- (Washington, Idaho, Montana, Alaska, and Hawaii)

SHI International Corp. • Spokane, WA

*Nov 2013- **Current***

- ◆ Representing one of the leading International Large Account Technology Resellers as the Regional Government Solution Sales Account Executive and Business Development Manager for over 250 customers across 5 states.
- ◆ Assist customers to meet their business strategies and government initiatives by assessing and adopting comprehensive technology solutions compiled from a variety of manufacturer partnerships and a managed portfolio of 200,000 vendors and integrators.
- ◆ Facilitate, negotiate, and manage multi-segmented statewide reseller contracts encompassing of hundreds of smaller underlying contracts for state and local entities, resulting in multimillion dollar business opportunities.

Key Highlight:

Prospecting to build new territories as well as expand opportunities within existing client database resulting in unprecedented growth numbers for the region.

(West Region)

Sogeti (Working as a Microsoft Contractor) • Spokane, WA

*Nov 2012- **June 2013***

- ◆ Drove new Microsoft business by negotiating and developing customized annuity plans and pricing proposals, as well as drafted and executed deal specific contract documents.
- ◆ Managed and grew existing Microsoft contracts within a client base consisting of cities, counties, municipalities, and public hospitals by collaborating with territory account managers, strategic engagement managers, and industry partners.

Key Highlight:

Microsoft Licensing Sales Specialist and primary contact responsible for providing subject matter expertise relative to program specific contract guidance, product education, and licensing consultation to clients, resellers, and sales teams.

(Washington, Idaho, Montana, North Dakota, South Dakota, Wyoming, and Nevada)

Dell Inc. • Spokane, WA

2007–2012

- ◆ Rendered consultative assistance to new and existing public clients comprised of state departments, large counties, and higher education institutions as a computer software consultant and large account reseller (LAR) across 7 states and 350 to 400 customer accounts.
- ◆ Gained sales and marketing skills by actively engaging in promotional activities such as tradeshow and industry conventions; organizing and facilitating consumer seminars and presentations.

- ◆ Developed a wide-ranging cost analysis and sales proposals to share knowledge and provide recommendations to customers on software products and licensing programs appropriate to their specific needs and assist them with adoption, deployment, and application of software solutions.
- ◆ Established a reputation of integrity, knowledge, and accountability to attract and preserve loyal clients while acting as their software solutions provider with a portfolio of over 2000 software publishers
- ◆ Generated accurate sales forecasts on weekly, monthly, and quarterly basis, while also consistently finishing within the top percentile of quota achievement.

Key Highlight:

Received *Dell Bronze Award* for exceeding job requirements in 2011.

EDUCATION

Western Washington University (WWU) • *Bellingham, WA*

Brandon Barkley
2180 Tuscana Ave S
Salem, OR 97306
503.510.4813
brandon_barkley@shi.com

Experienced technology sales professional with a long history of building relationships with and exceeding the expectations of both customers and partners alike.

PROFESSIONAL PROFILE:

- Self-motivated, results-oriented professional with strong problem solving skills
 - Proven record of consistent success in exceeding sales targets
 - Experienced in cultivating strong relationships with clients, business partners, and team members
 - Strong interpersonal, leadership, and organizational skills
 - Excellent verbal and written communication skills
-

PROFESSIONAL EXPERIENCE:

Jan 2014 to Current **SHI International Corp – Salem, OR**
Account Executive, Public Sector

Responsibilities Include:

- Engaging with both existing and prospective customers to create and maintain a position as a trusted advisor and partner
- Providing consultation and guidance to customers regarding their IT needs and helping to design and procure solutions to fulfill them
- Developing valued relationships with publishers to become their trusted channel partners while also ensuring best value, pricing, and support for customers
- Building up SHI market share by championing the expertise, knowledge, and value-add that the company and account team provide over the competition
- Navigate internal departments and processes to ensure that customers receive best in class service
- Visiting with customers both over the phone and in the field to advocate SHI's commitment to their success and our partnership
- Continuously refreshing product and industry knowledge in order to best serve the customers' needs
- Understanding and managing volume licensing and accompanying agreements, particularly in relation to Microsoft, and being able to make the information more digestible for customers
- Working with partners and internal resources on the development of solutions to propose in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into viable customer solutions

Feb 2013 to Dec 2013 **Dell - Buffalo Grove, IL**
Microsoft Licensing Specialist

Responsibilities Include:

- Engaging closely with customers and Microsoft representatives to effectively and efficiently manage all aspects of 230+ Enterprise Agreements held with State and Local government customers within a geographic territory
- Managing all licensing and agreements in Microsoft Volume Licensing for several Federal government agencies
- Thorough understanding of Microsoft licensing and agreements in the public space with an ability to effectively relate the information to clients
- Develop and deliver training on Microsoft volume licensing to sales teams both on the floor and in scheduled presentations
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Working with inside sales teams to develop leads into a new and actionable EA opportunities
- Retaining existing customers and capturing new ones by building relationships and reputation within a geographic territory

- Received the highest possible performance review rating for a fifth straight year

Apr 2006 to Feb 2013 **Dell - Buffalo Grove, IL**
Inside Product Specialist

Responsibilities Include:

- Attaining 125% of a \$37M sales goal through the business-to-Government and channel sales of software applications and services while increasing territory sales by 5.5% year over year
- Managing and maintaining over 300 Government Agencies within a geographic territory
- Thorough understanding of various publishers' products, licensing, and agreements in the public space with an ability to effectively relate the information to clients
- Working closely with customers and publisher representatives to effectively and efficiently manage all aspects of the customer's software environment
- Managing Client-Vendor relationships to increase client productivity and improve ROI
- Working with the development and delivery of written proposals in response to client RFI, RFP, RFQ, and project bids
- Driving sales through the development of strong relationships with IT Staff and purchasers
- Managing the requirements to deliver overall solutions based on client specifications and software upgrade plans
- Expanding current business through relationship building and competitive positioning within the industry
- Received MPA Rep of the Year, West Coast, for FY11 and MPA Rep of the Half, West Coast, for H1FY12

PROFESSIONAL EXPERIENCE:

Responsibilities from jobs held between 1999 and 2006 provided for a solid foundation on which my career could be built by providing continued experience and development in leadership, customer relations, sales, time management, and organizational skills.

Sep 2004 to Apr 2006	Fifth Third Bank - Barrington, IL Lead Teller
Mar 2001 to Oct 2004	Blockbuster Video - Barrington, IL Shift Leader
Feb 1999 to Feb 2002	Kerasotes Theatres – Lake in the Hills, IL Shift Leader

EDUCATION:

Dec 2005	McHenry County College – Crystal Lake, IL A.A. in Arts, English
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HEATHER FRITSCHÉ

60 Four T Ranch Road, Georgetown, TX 78633 ☎ (719) 645-9951 ✉ heather.fritsche@yahoo.com

ACCOUNT EXECUTIVE

Software Licensing Expert | Public Contracts Specialist | Certified Solution Sales Professional

Seasoned account executive with proven track record for success in the public sector. Extensive expertise in client needs analysis with consultative approach to software, IT hardware and services sales. Confident presenter, negotiator, and educator able to establish strong relationships with customer and strategic partners as a trusted advisor. Microsoft Certified Professional. Available for travel. Core Competencies include:

- Business Development & Expansion
- Multi-contract management
- Sales Team Building & Leadership
- Key Account Relationship Management
- New Product Technology Launches
- Executive Negotiations & Presentations
- Develop Professional Alliances & Partnerships
- Positive Attitude & Personally motivated

PROFESSIONAL EXPERIENCE

SOLUTIONS ACCOUNT EXECUTIVE for PUBLIC SECTOR COLORADO | FEB 2015 – PRESENT | SHI INTL, DENVER, CO

Trusted advisor to SHI Public Sector customers in Colorado on software products and volume licensing programs as well as hardware solutions and state contracts. Actively partner with manufacturers to support client needs and maintain product knowledge; focus on educating clients on the latest technologies to help them achieve project goals.

INSIDE SALES MANAGER for SOFTWARE LICENSING SPECIALISTS | AUG 2012 – JAN 2015 | DELL, ROUND ROCK, TX

Managed a team of Microsoft Software Licensing Specialists with customers in State and Local, Education, and Healthcare Life Sciences segments and then Technical Software Representatives supporting Enterprise customers. Worked with internal and external sales teams to creatively grow current or contracted business, strategically grow business with non-contracted customers, and proactively manage renewals. Partnered with Microsoft team & other publisher teams to promote key products and services to educate our internal teams on licensing options and our customers on new products. Maintained fluid contracts datasheet for public contracts held by Dell. Trained various teams on Microsoft programs, products licensing, state contracts, internal processes at both Dell & Microsoft. Most recent sales attainments: Q3FY14 119%, Q2FY14 116%

SOFTWARE ACCOUNT EXECUTIVE for PUBLIC SECTOR | DEC 2006 – AUG 2012 | DELL, SAN DIEGO, CA

Aggressively sought new opportunities to grow business by being a trusted advisor and partner to customers and publishers for \$90M territory. Successfully sold into state, local and education customers by being preferred reseller for third party software publishers like Microsoft, Adobe, VMWare, Symantec, and many others. Conducted face to face, consultative meetings to keep customer informed about software volume license programs and contracts, with a focus on helping customers implement cost effective and innovative IT solutions. Created numerous efficiencies to manage opportunities, sales objectives, and busy travel schedule through use of Salesforce.com, Outlook, OneNote, and other proprietary applications. Assembled and responded to RFP/Bids for new or renewal software business.

GOVERNMENT INSIDE SALES SOFTWARE SPECIALIST | JUN 2002 – AUG 2005 | ASAP SOFTWARE, BUFFALO GROVE, IL

Accomplished inside sales account manager for state, local, & education customers in a number of different states. High volume territories required extreme attention to detail, ability to multi task, organization, and independent decision making. Regularly increased sales in established territory year over year by building customer relationships, prospecting, and cross-selling complimentary solutions. Continually recognized by customers and publishers for outstanding customer service and knowledge of products/services. Daily use of MS Office, Lotus Notes, Saleslogix, internet, and reporting tools. Created curriculum & taught course for Effective Business Communication as ASAP University Instructor. Obtained industry specific certifications with Microsoft, Novell, CA and Adobe. Lead or was involved with independent projects: bids, product promotions, and customer call campaigns.

AWARDS & RECOGNITION

- “Software AE of the Half” H1 FY2012 (Feb 2011 – July 2011): Exceed sales goals by achieving 154% of revenue goal and 112% of margin goal which blended to a 138% quota attainment.
- Microsoft Public LAR Award for FY2013: Personally recognized by MS for exceeding goals and KPI’s for the year.

PROFESSIONAL CERTIFICATIONS:

- Microsoft Certified Professional (MCP) May 2012

Dan Pressley

Account Executive - SHI

Public Sector / Education / Government



299 W. 1100 S. Lehi, UT 84043
edpressley@gmail.com - (801) 735-2055

Dan Pressley is a full-time dedicated Account Rep for education in MT, ID, UT, and NV (as well as government for UT). He has been with SHI for over 4 years (2011-2015) supporting large and small education and government accounts (K12-High Ed, SLG). He is familiar with the particular needs of academic and government institutions, and understands how to effectively deliver their specific requirements. Dan has successful experience setting up and delivering statewide consortium licensing and is able to provide customer references accordingly. Dan has extensive experience successfully managing WSCA- NASPO business.

Prior to joining SHI in April 2011, Dan worked for other software publishers including Novell Inc. (2004-2008), Infor Global Solutions (2008-2010), and Access Technology Solutions (2010-2011) providing sales, customer service, and licensing support. Dan has an aggregate of 20 years of customer service experience, and 15 years of sales experience. Dan holds a bachelor's degree from Utah State University cum laude (graduated 2006). Dan resides in Lehi, Utah, with his wife and four daughters and is an avid outdoorsman.

Account Executive ~ Territory Management ~ Technology Sales

8 time winner of Presidents Club / Circle of Excellence / Chairman's Club Award for quota retirement. Proactive, driven self-starter with demonstrated experience finding and closing key deals. Proven ability to cultivate and maintain successful relationships with decision makers. Resourceful team player collaboratively finds ways to overcome obstacles to make a deal. Expertise includes:

Account Management
Customer Satisfaction
Sales Cycle Management
Contract Negotiation

Channel Partnership
Forecast Accuracy
Order Processing
Prospecting

Negotiation/Objection Resolution
Solution Sales Methodology
Internal Application Competence
Presentations

Professional Experience

SHI (Software House International), Somerset NJ, www.shi.com

Account Executive, State/Local/Education for software provider, 04/2011 to Present

- Managed 4 state territory, responsible for SLED with a multi-million dollar book of business. Uncovered and closed opportunities for software, hardware, and services by working with c-level management contacts and exclusively managing all deals through the entire sales cycle. Transformed the area by displacing competitors and consolidating virtually every possible account onto SHI. Cultivated an excellent reputation in the area and excellent critical mass of business volume by strategically differentiating in a highly competitive commodity sales environment.
 - o 100+% attainment 2011. Presidents Club qualifier. Added ~\$3.2M in net new business revenue and ~\$215K in net new GM.
 - o 100+% attainment 2012. Presidents Club qualifier. Added ~\$2.9M in net new business revenue and ~\$200K in net new GM.
 - o 100+% attainment 2013. Added ~\$2.8M in net new business revenue and ~\$160K in net new GM.

Access Technology Solutions., Provo, UT, www.corporateaccesssts.com

Account Executive, K12 and Higher Ed for software provider, 06/2010 to 04/2011

- New business exclusively, sold into C-Level commercial SMB mid-market accounts

INFOR, INC., South Jordan, UT, www.infor.com

Direct Account Manager, Named Accounts for software provider, 08/2008 to 06/2010

- Solely responsible for up-sell / cross-sell business among named accounts and former customers. Created business value by uncovering customer pains and proposing solutions to solve business problems. Quarter-backed RFP's, coordinated technical consultants, and performing detailed analysis for customers to provide technical / financial justification for acquisition spend.
 - o 117% attainment 2009 during industry downturn (Top 20 sales reps company-wide).

NOVELL, INC., Provo, UT, www.novell.com

Inside Sales Representative, Named Accounts for software provider, 06/2004 to 06/2008

- Managed new business and renewal business for STLG accounts in 9 states often without outside field help. Responsible for account development, customer satisfaction, channel satisfaction, channel partnerships, and support relationships.
 - o 101% attainment 2008 (top 10% of sales organization). Presidents Club qualifier.
 - o 108% attainment 2009 (top 10% of sales organization). Presidents Club qualifier.
 - o 114% attainment 2010 (top 10% of sales organization). Presidents Club qualifier.
 - o 103% attainment 2011 (top 10% of sales organization). Presidents Club qualifier.

Education

UTAH STATE UNIVERSITY, Logan, UT

BS, Cum Laude in Business, August 2006

- 3.5 Cumulative GPA
- Dean's List 4.0 GPA (2000, 2004)

Professional Awards

- SHI Presidents Club 2011, 2012
- Infor Sales Rep of the Quarter 2010
- Novell Breakaway Award 2007, 2008
- Novell President's Club 2005, 2006, 2007, 2008
- Infor President's Club (COE) 2009
- Novell Employee of the Month 2006, 2007
- Novell RACE Award 2006

DEBBIE BIEBER

5819 Chambertin Drive
San Jose, CA 95118

Phone: 408-232-0855
Fax: 408-232-0856
E-Mail: debbie_bieber@shi.com

Experience	1995–Present	SHI International Corp.	Somerset,NJ
	Account Executive		
	▪ Responsible for developing and maintaining a government accounts in Northern California. ▪ Selling computer software, hardware, and related services.		
	1993–1995	SHI International Corp.	Somerset, NJ
	Inside Sales Rep/Regional Office Manager		
	▪ Provided sales support to the Hewlett Packard account. ▪ Managed same day delivery program of software and peripherals. ▪ Responsible for other inside sales reps and support personnel in the regional office.		
	1989–1993	IBM Corporation	San Jose, CA
	Purchasing Expediter		
	▪ Liaison between IBM and outside vendors for order status inquiries. ▪ Support work for buyers and requestors.		
	1986–1989	IBM Corporation	San Jose, CA
	Stockroom Attendant		
	▪ Responsible for maintaining stock of parts and assisting users. ▪ Administrative support and data entry.		
Education	1990–1993	San Jose State University	San Jose, CA
	▪ M.S. Clinical Psychology.		
	1986-1990	Santa Clara University	Santa Clara, CA
	▪ B.S. Psychology.		
Interests	Ballet, gardening, cooking.		

G U I L L E R M O O R T I Z

PROFESSIONAL SUMMARY

Accomplished Technology sales professional with a proven track record of solving complex business problems, leading to successful stints in both inside and field based positions. History of positive collaboration with colleagues, partners, and clients.

Experience

2009-present SHI International Corporation San Diego, CA

Account Executive

SHI is a global provider of Information Technology product and services. Account Executives are charged with the growth and development of assigned territory through all forms of sales activity

- Manage major government entities in Southern California including Orange County, Los Angeles County and San Diego County
- Identify and Build relationships with all levels of customer personnel from purchaser to management/C level
- Engage with customers to uncover strategic business initiatives and collaborate with them to help achieve goals
- Develop business relationships by understanding customer challenges, recommending solutions and delivering on customer expectations.
- Manage licensing contracts, renewals, and overall business for 50+ buying customers

2005-2008 Softchoice Corporation Chicago, IL

Inside Sales Account Manager

Softchoice is a provider of Information Technology product and services. Inside Account Managers are tasked with managing the day to day relationship with customer base.

- Manage daily responsibilities including generating proposals, answering customer questions, introducing solutions, and developing new business
- Work with Field based reps to propose appropriate solutions to meet customer needs
- Supported three field based reps
- Appointed Team Lead of Government inside sales team in 2007. Responsibilities included providing coaching to new team members, and management of forecasts/metrics in partnership with management

Education

1998-2002 University of Iowa Iowa City, IA

- B.A. Economics
- Minors in Marketing and Sociology

Relevant Skills

Contract Negotiation/ Account Management/ Relationship Based Selling/Account Development/Solution Selling

Martin Barrett

202 Graham Street, Stratford, CT 06615 | barrettsisus@yahoo.com | 203-394-3264

Key Account Development & Management	Strategic Sales & Territory Planning	Customer Development & Retention
Entrepreneur: Owner/Operator of BarrettFam Creations	Logistical Coordination & Control	Contract Negotiation

History of Success - Work History:

SHI

Somerset, NJ

Dates: 1/2015 – Present

Position: Account Executive

- Support and grow customer base within assigned territory
- Provide consultation to customers regarding their IT solution needs
- Work with state agencies in promoting SHI's NASPO state contract offering
- Manage Connecticut and Rhode Island state and local business
- Develop strategies to grow SHI's footprint by providing world class IT solutions
- Put in place PSR (Public Sector Roundtable) events bringing IT and law enforcement together

GovConnection Inc

Merrimack, NH

Dates: 7/2003 – 1/2015

Position: Senior Account Executive

- During my tenure of success I have achieved Presidential Club status, recognition for growth in under-performing accounts and growing key partners, consecutive Lenovo Legends awards, HPN Networking Award, Xerox Growth Cruise, and Sales MVP based on company set goals and standards.
- Business Development: Developed and implemented personal sales campaigns within territory in partnership with manufacturer reps and internal departments.
- In addition to personal production, assist as a mentor to new associates within sales and activation environment. Play a key role as a critical liaison for internal departments in the RFP/Contract preparation, equipment rollout, and all matters of credit and service issues within territory.

TechDepot

Trumbull, CT

Dates: 1/2003 – 6/2003

Position: Strategic Account Manager

- Charged with the responsibility of the management of the newly acquired Homeland Security account. Managed, developed, and cultivated 10M in combined government sales confirmed and projected.
- Developed a sought after prospecting plan based on "Income Producing Activities": call activity, sales data, client review and retention, and creating marketing promotions.
- Sales Management: Developed a strong leadership role with all freshman and sophomore sales reps. My daily consistent action as a Sales Mentor, they mirrored, and achieved their own results along with the company desired results.

MicroWarehouse Inc

Norwalk, CT

Dates: 8/1999 – 1/2003**Position:** Senior Account Manager

- Chosen to be the "Brand" at industry trade events, while managing and growing a voluminous book of business well over 4.5M+ in revenue.
- Sales Management: Personally responsible for the management and growth of a vast sales territory for company. Micro-Managed client relationships in the matters of credit and post-sales service to ensure customer retention and development.

Konica Minolta

Waterbury, CT

Dates: 5/1998 – 4/1999**Position:** Field Sales Representative

- Achieved a new product placement within one of Connecticut's largest transit authorities.
- Developed new ground that company was not previously engaged within.
- Established the first color peripheral placement within assigned territory.

EDUCATION:

Housatonic Community College – Business Associate Degree in Pursuit

Basho Strategies Sales Training 2008

Kevin Farrell

Kevin_Farrell@shi.com; 512-739-5476

SHI: Account Executive & Sales Manager

March 1999-present. Acted in Sales and Sales Management roles during 16 year history with SHI. Currently the Field Account Executive for State and Local Government and Education customers in North Dakota and South Dakota.

MicroWarehouse: Account Manager & Sales Manager

July 1997-March 1999. Worked with State and Local Government and Education customers in various areas of the country, in both Sales and Sales Management positions.

Pitney-Bowes: Sales Representative

January 1997-July 1997. Small Business door-to-door sales of mailing machines in CT.

Dell: Sales Representative

January 1996-September 1996. Personal sales rep for four months, then SMB.

Kaplan: Instructor, Sales Manager

January 1994-May 1997. Taught GMAT, SAT, GRE, and LSAT courses in Texas and CT. Co-Managed a call center for the Southwest region selling all Kaplan courses.

Education:

University of Texas BA in English 1990, BS in Speech Communication 1993

Awards:

Various awards and certifications from Microsoft, Adobe, McAfee, Symantec, Dell, HP, Kaplan, and a couple other manufacturers.

David Rounds

Account Executive/Regional Manager for MOKA – Missouri, Oklahoma, Kansas & Arkansas

Education:

- o Attended Middlesex Community College 93-95

Skills:

- o Strong Software Volume Licensing Knowledge
- o Successful Experience with Public Sector RFP's, Contracts and Proposals
- o Account Management

Certifications:

- o IBM Curam Solutions Sales Mastery
- o Microsoft Design & Providing Microsoft Volume Licensing to Large Organizations
- o Microsoft Designing, Assessing, and Optimizing Software Asset mgmt. (SAM)
- o HP ESSN
- o VMWare VSP
- o McAfee Sales Professional

Experience:

- o SHI International Corp. 7/13/98 – Present (17+ years)
 - Order Entry for State of Texas Government and Academic accounts 7/13/98 – 7/21/99
 - Inside Sales for State of Texas Government and Academic accounts 7/22/99 – 10/26/99
 - Inside and Outside Sales Rep for Arkansas, Oklahoma, Kansas and New Mexico 10/27/99 – 4/27/00
 - Outside Sales Account Executive for Arkansas, Oklahoma, Kansas and New Mexico 4/27/00 – 12/31/2011
 - Account Executive/Regional Manager for Missouri, Oklahoma, Kansas and Arkansas (MOKA) 1/1/2012 to present.
 - 15 years field experience managing \$60M+ in IT spend on average. Adding and negotiating statewide contracts yearly. Currently managing a team of 4 Account Executives, 6 Inside reps and 2 sales support.

Activities/Hobbies:

- o Golf, Motorcycles, biking, hiking, anything outdoors. Spending time with family.

PROFESSIONAL PROFILE:

A results oriented sales and operations management professional, with over 10 years of expertise in supporting customers and employees in the Information Technology industry. Qualifications include:

- Team Leadership
- Training & Communications
- Management & Development
- Customer Service
- Account Management
- Project Management
- Solutions focused
- Account Management
- System enhancements

EXPERIENCE:**SHI International Corp. – Somerset, NJ****June 2004 – Present****Senior Inside Sales Manager – Public Sector (April 2009 – Present)**

- Management of SHI's growing Public Sector Inside Sales Division
- Setting new initiatives for Inside Sales while maintaining World Class Support for Public Sector customers
- Responsible for the division of territories as needed to maintain inside support and coverage
- Point of escalation for customers and Public Sector Directors to address support issues
- Management of Internal projects and providing status and updates to completion
- Collaborate with internal teams to create new tools with added functionality for customers
- Meeting deadlines and consistently setting goals and expectations for Public Sector Inside Sales Division

Inside Sales Manager/ GSA Administrator (October 2005 –April 2009)

- Promoted to dual role - Inside Sales Manager & GSA Administrator
- Managed and trained six Public Sector Inside Sales Teams
- Maintained high morale among the team, by creating a healthy work environment and incentive programs
- Point of escalation for Customers and Account Executives to address support issues
- Managed and grew SHI's existing GSA Contract
- Created proposals and modifications to the SHI's GSA Schedule
- Passed annual GSA Audits for continued contract renewal
- Met and reviewed products with prospective vendors to consider for addition on SHI's GSA Schedule

Inside Account Manager – Federal Accounts (June 2004 – October 2005)

- Created quote proposals for Information Technology products & services
- Solicited business through follow up calls and competitive pricing
- Effectively communicated with customers, providing World Class Support
- Processed customer orders and provided consistent updates for status and tracking
- Escalated issues to management for assistance when required

Ekornes, Inc. – Somerset, NJ**March 2001 – May 2004****Customer Service Representative & Lead Trainer**

- Managed a group of accounts, while providing clients with excellent service
- Completed order entry and provided customers with order status and tracking
- Ensured accuracy of shipped products and filed claims with insurance companies
- Promoted to Lead Trainer for Customer Service Representative (CSR's)
- Created training material and documentation for newly hired CSR's
- Assisted new CSR's with questions regarding Ekornes products and resources

Madison Suites Hotel – Somerset, NJ**August 1997 – March 2001****Guest Service Agent & Front Office Manager**

- Responsible for guest check in and check out
- Maintained a cash drawer and completed reports, ensuring all transactions and cash payments received
- Interviewed and hired Guest Services Agents and Auditors
- Scheduled and supervised staff of 6 employees
- Managed and maintained long term guest accounts
- First point of contact for guest complaints and escalations
- Provided excellent service and ensured business guests rebooked for future stays

EDUCATION:**Rutgers University, New Brunswick, NJ****September 1997 – May 2002***Bachelor of Arts in Political Science**Minor in Middle Eastern Studies**Professional and personal references available upon request*

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

SHI Response:

SHI supports each of our customers with a dedicated Account Team, whose members are dedicated to and specialize in supporting the unique needs of Public Sector customers. In general, the following provides an overview of the typical Account Team structure:

Statewide Account Manager—Senior level sales position that coordinates and executes the terms and conditions of SVAR contract with the State, Local, & Education Account Teams.

Field Account Executives (AE)—Direct sales related position with a goal of understanding their customers' vision and mission in order to address their specific needs. Responsibilities include establishing a customized service and support plan, resolving issues, and other topics critical to account development.

Inside Account Executives (IAE)—Provide specialized support for small and medium sized Local Government and K-12 customers throughout the State they support, ensuring that even customers who are smaller or geographically dispersed will receive the same outstanding, proactive level of service that larger or centrally located customers receive.

Managers, Inside Sales Support—Coordinate, maintain, and manage the activities of the Inside Account Managers.

Inside Account Managers (IAM)—Working in partnership with the Account Executives in the field, the IAMs maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. They execute the plan established by the Account Executives for a customer.

SHI's Account Team Approach

Putting the people in place to support the customer is not enough. SHI believes that the members of the Account Team must be empowered and have the autonomy to respond to all customer requests. We have ensured that all sales personnel have the training and resources they need to immediately provide the customer with accurate, up-to-date information. The Inside Account Managers have the autonomy to execute service issues such as expedites, returns and re-ships, invoices, and special price requests.

At SHI, our people remain our greatest asset. All members of the SHI Account Team are dedicated to providing high quality customer service and support. Our success has stemmed from outstanding customer support through dedicated Account Teams, constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best.

We are committed to providing:

- Accessible, courteous, responsive and seamless customer service
- Customer service goals that are measurable and evaluated; and
- Continuous development to meet our customers' changing needs

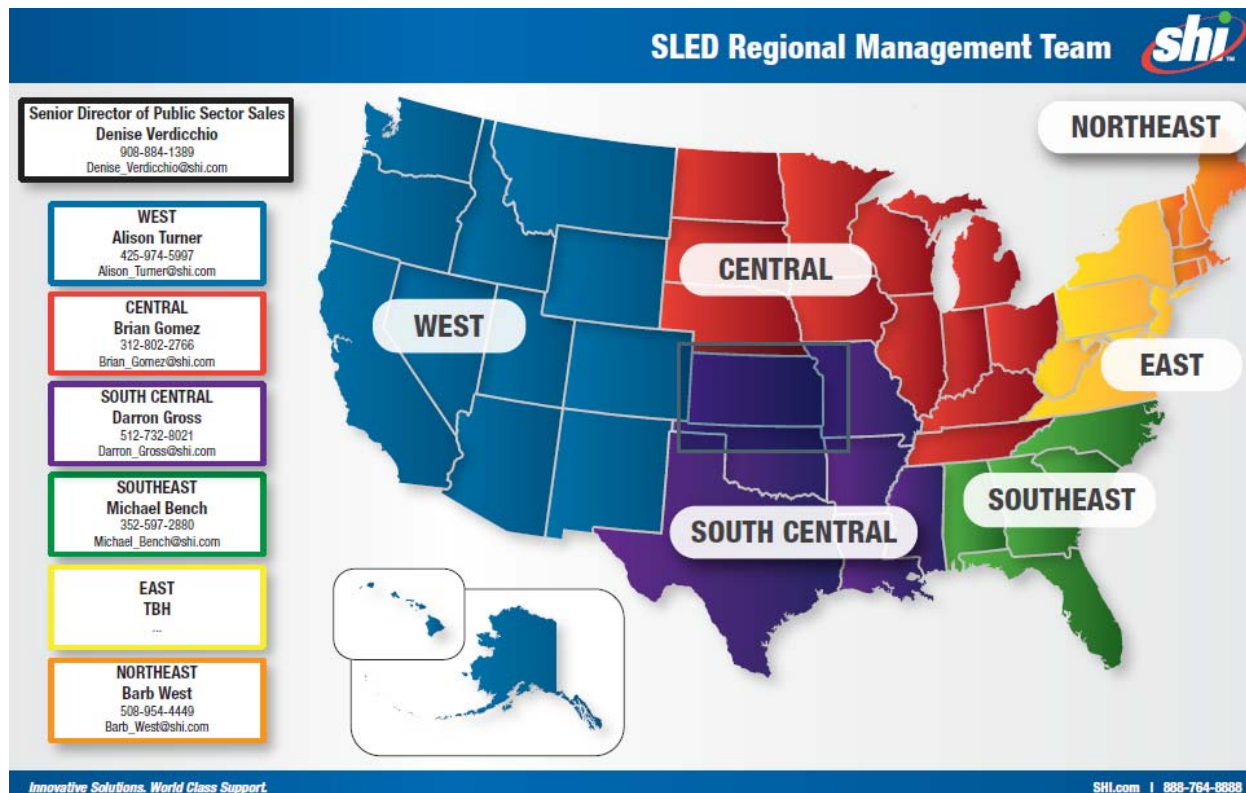
SHI has a long history of providing high quality service to our customers, as evidenced by our 99% customer retention rate. Furthermore, SHI has experienced tremendous growth over the years because of our dedication to our customers and the customized approach we take in supporting each of our customers.

The Specific SHI Teams Supporting Each State

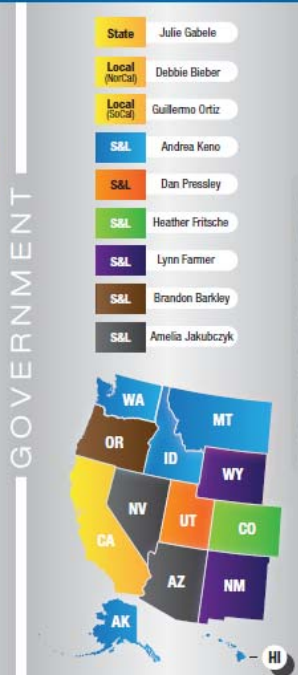
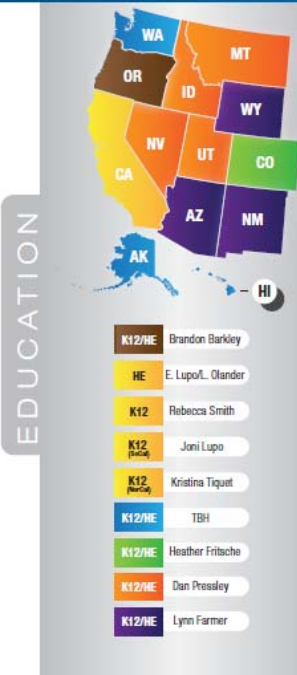
As mentioned above, SHI provides tremendous resources in support of our Public Sector customers across the US, very capable of supporting the unique needs of multiple Participating States at the same time. SHI has an extensive outbound sales force of more than 700 Account Executives who are located throughout the United States. These Account Executives focus on specific business segments, with Account Executives specific to supporting the unique needs of those customers in Public Sector:

- 88 Field Account Executives supporting State & Local Government and Education
- 132 Inside Account Executives supporting Small/Medium Local Government and Education customers
- 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

We have included maps of our various Public Sector regions to give you an idea of the locations and specializations of our Public Sector sales force across the country who will be supporting the new NASPO ValuePoint contract. The SHI Public Sector Regional Directors are shown below, followed by coverage maps for each Public Sector region.



Public Sector, Government/Education West



Alison Turner
Regional Director, Public Sector
425-974-5997
Alison_Turner@SHI.com

Stephanie Kedziora
Public Sector Marketing Director
720-868-8728
Stephanie_Kedziora@SHI.com

Denise Verdicchio
Public Sector Senior Director
908-884-1389
Denise_Verdicchio@SHI.com

Debbie Bieber
Account Executive
408-222-0800
Debbie_Bieber@SHI.com

Brandon Barkley
Account Executive
905-610-4015
Brandon_Barkley@SHI.com

Lynn Farmer
Account Executive
602-615-3400
Lynn_Farmer@SHI.com

Heather Fritsche
Account Executive
719-645-9601
Heather_Fritsche@SHI.com

Julie Gabele
Account Executive
916-704-6430
Julie_Gabele@SHI.com

Amelia Jakubczyk
Account Executive
305-725-5294
Amelia_Jakubczyk@SHI.com

Andrea Keno
Account Executive
425-457-2482
Andrea_Keno@SHI.com

Erin Lupo
Account Executive
917-545-3208
Erin_Lupo@SHI.com

Joni Lupo
Account Executive
910-681-0882
Joni_Lupo@SHI.com

Guillermo Ortiz
Account Executive
619-442-8100
Guillermo_Ortiz@SHI.com

Lynda Olander
Account Executive
916-295-5492
Lynda_Olander@SHI.com

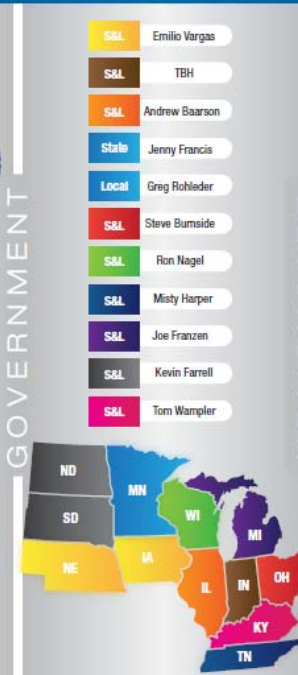
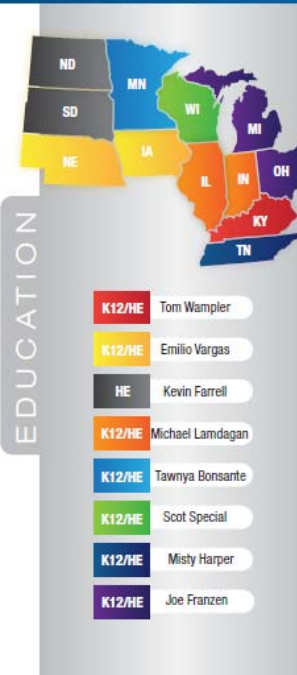
Dan Pressley
Account Executive
801-295-9584
Dan_Pressley@SHI.com

Rebecca Smith
Account Executive
961-538-4382
Rebecca_Smith@SHI.com

Kristina Tiquet
Account Executive
916-282-4302
Kristina_Tiquet@SHI.com

Sean Whalen
Account Executive
872-262-8275
Sean_Whalen@SHI.com

Public Sector, Government/Education Central



Brian Gomez
Regional Director, Public Sector
312-802-2708
Brian_Gomez@SHI.com

Stephanie Kedziora
Public Sector Marketing Director
720-868-8728
Stephanie_Kedziora@SHI.com

Jenny Francis
Regional Manager
952-888-1212
Jenny_Francis@SHI.com

Denise Verdicchio
Public Sector Senior Director
908-884-1389
Denise_Verdicchio@SHI.com

Andrew Baarson
Account Executive
913-660-0100
Andrew_Baarson@SHI.com

Tawnya Bonsante
Account Executive
601-425-1557
Tawnya_Bonsante@SHI.com

Steve Burnside
Account Executive
614-676-7070
Steve_Burnside@SHI.com

Liz Etting
Account Executive
313-414-1000
Liz_Etting@SHI.com

Misty Harper
Account Executive
615-278-6400
Misty_Harper@SHI.com

Kevin Farrell
Account Executive
888-295-6000
Kevin_Farrell@SHI.com

Joe Franzen
Account Executive
630-207-5240
Joe_Franzen@SHI.com

Michael Lamdagan
Account Executive
815-603-1004
Michael_Lamdagan@SHI.com

Ron Nagel
Account Executive
608-513-1907
Ron_Nagel@SHI.com

Greg Rohleder
Account Executive
615-455-0515
Greg_Rohleder@SHI.com

Scot Special
Account Executive
702-269-8075
Scot_Special@SHI.com

Emilio Vargas
Account Executive
313-460-5300
Emilio_Vargas@SHI.com

Tom Wampler
Account Executive
920-254-9864
Tom_Wampler@SHI.com

EDUCATION

MOKA

- HE** James Lynch
- K12** Ashley Myers
- K12/HE** Casey Dellapergo

TEXAS

- K12/HE** Patrick Powers
- K12/HE** Adrienne Pubytski
- K12** Lindsay Claussen
- K12/HE** Tracey Bieser
- K12** Tara Hayes
- K12/HE** Paul Thomas

Darron Gross
SHI South Central Regional Director
512-732-8021
Darron_Gross@SHI.com

Stephanie Kedziora
Public Sector Marketing Director
732-868-8728
Stephanie_Kedziora@SHI.com

David Rounds
Regional Manager, MOKA
512-352-4703
David_Rounds@SHI.com

Denise Verdicchio
Public Sector Senior Director
908-884-1389
Denise_Verdicchio@SHI.com

John Haines
SLED Services
512-917-8491
John_Haines@SHI.com

Craig Bailey
Account Executive
512-655-5199
Craig_Bailey@SHI.com

Tracey Bieser
Account Executive
896-271-1384
Tracey_Bieser@SHI.com

Peggy Brooks
Sales Operations Manager
512-582-6724
Peggy_Brooks@SHI.com

Lindsay Claussen
Account Executive
512-366-2928
Lindsay_Claussen@SHI.com

Laurie Conrad
Account Executive
225-752-8947
Laurie_Conrad@SHI.com

Casey Dellapergo
Account Executive
504-302-1651
Casey_Dellapergo@SHI.com

Tara Hayes
Account Executive
832-661-7910
Tara_Hayes@SHI.com

Mike Jones
Account Executive
512-818-5730
Mike_Jones@SHI.com

Meghan Kepper
Account Executive
225-278-2189
Meghan_Kepper@SHI.com

James Lynch
Account Executive
512-501-7675
James_Lynch@SHI.com

Dave Morris
Account Executive
512-655-8036
Dave_Morris@SHI.com

Ashley Myers
Account Executive
501-245-2984
Ashley_Myers@SHI.com

Patrick Powers
Account Executive
972-205-1080
Patrick_Powers@SHI.com

Adrienne Pubytski
Account Executive
512-634-8100
Adrienne_Pubytski@SHI.com

Jon Sonnen
Account Executive
512-424-4207
Jon_Sonnen@SHI.com

Paul Thomas
Account Executive
915-833-5186
Paul_Thomas@SHI.com

GOVERNMENT

MOKA

- Local** Mike Jones
- S&L** David Rounds
- State** Laurie Conrad
- Local** Meghan Kepper

TEXAS

- State** Darron Gross
- State** Dave Morris
- Local** Jon Sonnen
- Local** Craig Bailey

EDUCATION

K12 Willie Ivery

HE Orlanda Rose

K12 Willie Ivery

HE Orlanda Rose

K12/HE Laura McAlister

K12/HE Christine Wilkerson

K12/HE Stephen Forsythe

North Tracey Megerle

Central Tracey Megerle

South Lorraine Kennedy

GOVERNMENT

S&L Tony Santini

S&L Trevor Golden

S&L Michael Bench

State Michael Bench

State Carly Higginbotham

Local Dean Blackmon

Local

- North** Tom Miner
- Central** TBH
- South** Tom Naelon

HEALTHCARE

Healthcare Kyle DeYoung

Michael Bench
SHI South East Regional Director
352-587-2280 (c) | 352-250-2101 (c)
Michael_Bench@SHI.com

Stephanie Kedziora
Public Sector Marketing Director
732-868-8728
Stephanie_Kedziora@SHI.com

Denise Verdicchio
Public Sector Senior Director
908-884-1389
Denise_Verdicchio@SHI.com

Eric Goodman
Operations Manager
732-488-8121
Eric_Goodman@SHI.com

Dean Blackmon
Account Executive
910-538-8804
Dean_Blackmon@SHI.com

Kyle DeYoung
Account Executive
480-878-5143
Kyle_DeYoung@SHI.com

Stephen Forsythe
Account Executive
850-426-7966
Stephen_Forsythe@SHI.com

Trevor Golden
Account Executive
404-580-2403
Trevor_Golden@SHI.com

Carly Higginbotham
Account Executive
915-219-7355
Carly_Higginbotham@SHI.com

Willie Ivery
Account Executive
404-729-0281
Willie_Ivery@SHI.com

Lorraine Kennedy
Account Executive
981-883-2344
Lorraine_Kennedy@SHI.com

Laura McAlister
Account Executive
815-473-5825
Laura_McAlister@SHI.com

Tracey Megerle
Account Executive
407-401-1273
Tracey_Megerle@SHI.com

Tom Miner
Account Executive
813-240-7024
Tom_Miner@SHI.com

Tom Naelon
Account Executive
305-971-5266
Thomas_Naelon@SHI.com

Orlanda Rose
Account Executive
770-306-1711
Orlanda_Rose@SHI.com

Tony Santini
Account Executive
727-434-4201
Tony_Santini@SHI.com

Christine Wilkerson
Account Executive
888-896-3242
Christine_Wilkerson@SHI.com

Public Sector, Government/Education East



EDUCATION

- HE (Update) John Ackerson
- HE (City) Amanda Calimano
- K12 Gerald Bianco
- HE Daniel Guzman
- K12 Angela Mensch
- K12 Bryan Rosenthal
- HE Tim Martin
- K12/HE Matt Markle
- HE John Grady
- K12 (Southeast) Jennifer Downey
- K12 (Northeast) TBH

GOVERNMENT

- S&L Dean Howell
- State TBH
- Local Gena Gentile
- State Emmy Okobi
- Local John Minnella
- State Matt Markle
- Local Mac Nachlas
- S&L Eric Schroeder

HEALTHCARE

- Healthcare Brad Schael

Stephanie Kedziora
Public Sector Marketing Director
732-868-8728
Stephanie_Kedziora@SHI.com

Denise Verdicchio
Public Sector Senior Director
908-884-1389
Denise_Verdicchio@SHI.com

John Ackerson
Account Executive
732-868-8728
John_Ackerson@SHI.com

Gerald Bianco
Account Executive
732-868-8728
Gerald_Bianco@SHI.com

Amanda Calimano
Account Executive
732-868-8728
Amanda_Calimano@SHI.com

Jennifer Downey
Account Executive
919-435-4634
Jennifer_Downey@SHI.com

Gena Gentile
Account Executive
732-868-8728
Gena_Gentile@SHI.com

John Grady
Account Executive
(732) 473-4380 (n) | 732-268-2225 (h)
John_Grady@SHI.com

Daniel Guzman
Account Executive
908-884-1389
Daniel_Guzman@SHI.com

Dean Howell
Account Executive
908-884-1389
Dean_Howell@SHI.com

Matt Markle
Account Executive
717-478-6077
Matthew_Markle@SHI.com

Tim Martin
Account Executive
732-868-8728
Tim_Martin@SHI.com

Angela Mensch
Account Executive
732-868-8728
Angela_Mensch@SHI.com

John Minnella
Account Executive
732-868-8728
John_Minnella@SHI.com

Maurice (Mac) Nachlas
Account Executive
484-335-3479
Maurice_Nachlas@SHI.com

Emmy Okobi
Account Executive
908-884-1389
Emmy_Okobi@SHI.com

Bryan Rosenthal
Account Executive
908-884-1389
Bryan_Rosenthal@SHI.com

Brad Schael
Account Executive
(610) 335-8251
Brad_Schael@SHI.com

Eric Schroeder
Account Executive
732-868-8728
Eric_Schroeder@SHI.com

Public Sector, Government/Education Northeast



EDUCATION

- HE MaryEllen Dube
- HE Barb West
- K12 MaryEllen Dube
- HE Barb West
- K12 Jeff Levin
- HE Barb West
- K12/HE Shantelle Wright
- HE Barb West
- HE Art Gordon
- K12 (Eastern) Michael Dempsey
- K12 (Western) Shantelle Wright

GOVERNMENT

- State Barb West
- S&L Nick Repp
- S&L Nick Repp
- State Amanda Spence
- Local Michael Dempsey
- S&L Martin Barrett

Barb West
SHI Northeast SLED Regional Director
508-954-4449
Barb_West@SHI.com

Stephanie Kedziora
Public Sector Marketing Director
732-868-8728
Stephanie_Kedziora@SHI.com

Denise Verdicchio
Public Sector Senior Director
908-884-1389
Denise_Verdicchio@SHI.com

Martin Barrett
Account Executive
732-688-4992
Martin_Barrett@SHI.com

Michael Dempsey
Account Executive
732-564-8688
Michael_Dempsey@SHI.com

MaryEllen Dube
Account Executive
207-619-3882
MaryEllen_Dube@SHI.com

Art Gordon
Account Executive
978-922-1714
Art_Gordon@SHI.com

Jeff Levin
Account Executive
860-872-5677
Jeff_Levin@SHI.com

Nick Repp
Account Executive
603-573-6187
Nick_Repp@SHI.com

Amanda Spence
Account Executive
732-537-7162
Amanda_Spence@SHI.com

Shantelle Wright
Account Executive
203-212-7718
Shantelle_Wright@SHI.com

In addition to our field sales force, SHI has approximately 94 Inside Account Managers in our headquarters location who will work in tandem with our field sales force in support of this agreement. Like our field AEs, the IAMs also work only with Public Sector and are accustomed to supporting the NASPO ValuePoint SVAR contract. This team method of account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

As yet another approach to ensure we are proactively addressing the needs of Public Sector customers of all sizes, SHI also has an SM SLED division, based in our headquarters location, to support the NASPO ValuePoint contract. Currently a team of 132, this team focuses on supporting small and medium sized Local Government and K-12 customers across the country to ensure personalized attention regardless of the customer's size. This group will round off our support and ensure that all NASPO ValuePoint customers receive the proactive support and expertise needed to ensure a successful contract experience.

SM Sled Roster by State and Customers Served:

State	Territory	IAE	IAE Manager
Alabama	K-12	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Brendalynne Ferreras	Joseph Nyamwange
Alabama	Local Government	Jim Grogan	Joseph Nyamwange
Alabama	Local Government	Chris Oliva	Joseph Nyamwange
Alaska	K-12	Pete Garay	Josh Reyes
Alaska	Local Government	Eric Stewart	Josh Reyes
Arizona	Local Government	Patrick O'Brien	Josh Reyes
Arizona	Local Government	Ricardo Robles	Josh Reyes
Arizona	K-12	Chris Asare	Josh Reyes
Arizona	K-12	Pete Garay	Josh Reyes
Arizona	K-12	Joe Burst	Josh Reyes
Arizona	K-12	Lindsey Ginsberg	Josh Reyes
Arkansas	K-12	Amy McGowan	Jessica Crincoli
Arkansas	Local Government	Devin Stone	Jessica Crincoli
Arkansas	Local Government	Jon Pino	Jessica Crincoli
Arkansas	Local Government	Jessica Vos	Jessica Crincoli
Arkansas	K-12	Kristen Knobloch	Jessica Crincoli
Arizona	K-12	Ryan Warwick	Josh Reyes
California	K-12	Nick Voelker	Josh Reyes
California	K-12	Chris Asare	Josh Reyes
California	K-12	Paul Marsicano	Josh Reyes
California	K-12	Chuck Singletary	Josh Reyes
California	K-12	Aline Martins	Josh Reyes
California	Local Government	Samuel Urso	Josh Reyes
California	Local Government	Paul Andrikanich	Josh Reyes
California	Local Government	Julian Diaz	Josh Reyes
Colorado	K-12	Dylan Bamrick	Josh Reyes
Colorado	Local Government	Ricardo Robles	Josh Reyes
Connecticut	Local Government	Kristen Goers	Dan Sutton
Connecticut	Local Government	Dan Biancaniello	Dan Sutton
Connecticut	K-12	Bryan Amiano	Dan Sutton
Delaware	K-12	Mike Zmachinski	Dan Sutton
Alabama	Local Government	Bryan Hunt	Joseph Nyamwange
Florida	Local Government	Tyler Osofsky	Joseph Nyamwange
Florida	K-12	Katherine Fernandez	Joseph Nyamwange
Florida	K-12	Chris Henry	Joseph Nyamwange
Florida	K-12	Dipali Patel	Joseph Nyamwange

Georgia	Local Government	Pat Connolly	Joseph Nyamwange
Georgia	Local Government	Kyle Thomas	Joseph Nyamwange
Georgia	K-12	Dominic Appiah	Joseph Nyamwange
Hawaii	Local Government	Eric Stewart	Josh Reyes
Idaho	K-12	Pete Garay	Josh Reyes
Idaho	K-12	Sierla Hubac	Josh Reyes
Idaho	Local Government	Patrick O'Brien	Josh Reyes
Illinois	K-12	Stefanie Weg	Chris Cashin
Illinois	K-12	Connor Pollitt	Chris Cashin
Illinois	K-12	Shane Byron	Chris Cashin
Illinois	K-12	Symeja Seji	Chris Cashin
Illinois	K-12	Brianna Balestrieri	Chris Cashin
Illinois	Local Government	Mike Ryan	Chris Cashin
Illinois	Local Government	Bill Scioscia	Chris Cashin
Indiana	K-12	Justin Yuka	Chris Cashin
Iowa	K-12	Brian White	Chris Cashin
Kansas	K-12	Amy McGowan	Jessica Crincoli
Kansas	K-12	Marcus Parker	Jessica Crincoli
Kansas	K-12	Bill Wood	Jessica Crincoli
Kansas	K-12	Taylor Howes	Jessica Crincoli
Kansas	Local Government	Ashley Marfo	Jessica Crincoli
Iowa	Local Government	Laura Rista	Chris Cashin
Louisiana	Local Government	Jon Pino	Jessica Crincoli
Louisiana	K-12	Debbie Rezac	Jessica Crincoli
Kentucky	K-12	Connor Pollitt	Chris Cashin
Kentucky	K-12	Liz Gallagher	Chris Cashin
Kentucky	Local Government	Bill Scioscia	Chris Cashin
Louisiana	K-12	Vanessa Muniz	Jessica Crincoli
Maine	K-12	Patricia Killeavy	Dan Sutton
Maine	K-12	Tim Snook	Dan Sutton
Maine	Local Government	Dan Biancaniello	Dan Sutton
Maryland	K-12	Mike Zmachinski	Dan Sutton
Maryland	Local Government	Edward Holmes	Dan Sutton
Maryland	Local Government	Justin Johnson	Dan Sutton
Massachusetts	Local Government	Kristen Goers	Dan Sutton
Massachusetts	Local Government	Tylere Daniel	Dan Sutton
Massachusetts	K-12	Bryan Amiano	Dan Sutton
Massachusetts	K-12	Tim Snook	Dan Sutton
Massachusetts	K-12	Kara Flanders	Dan Sutton
Michigan	K-12	Christine Devlin	Chris Cashin
Michigan	Local Government	Angad Singh	Chris Cashin
Minnesota	Local Government	Bill Scioscia	Chris Cashin
Minnesota	K-12	Victoria Pelosi	Chris Cashin
Minnesota	K-12	Stephanie Hawley	Chris Cashin
Mississippi	Local Government	Jon Pino	Jessica Crincoli

Mississippi	K-12	Vanessa Muniz	Jessica Crincoli
Mississippi	K-12	Debbie Rezac	Jessica Crincoli
Missouri	K-12	Marcus Parker	Jessica Crincoli
Missouri	K-12	Kelsey Valenti	Jessica Crincoli
Missouri	K-12	Bill Wood	Jessica Crincoli
Missouri	K-12	Taylor Howes	Jessica Crincoli
Missouri	Local Government	Devin Stone	Jessica Crincoli
Missouri	Local Government	Jon Pino	Jessica Crincoli
Montana	K-12	Dylan Bamrick	Josh Reyes
Montana	K-12	Genevieve Kobus	Josh Reyes
Montana	Local Government	Patrick O'Brien	Josh Reyes
Nebraska	K-12	Brian White	Chris Cashin
Nevada	K-12	Joe Burst	Josh Reyes
Nevada	Local Government	Priscilla Fowler	Josh Reyes
New Hampshire	K-12	Tim Snook	Dan Sutton
New Hampshire	K-12	Patricia Killeavy	Dan Sutton
New Hampshire	Local Government	Dan Biancaniello	Dan Sutton
New Hampshire	Local Government	Kristen Goers	Dan Sutton
New Jersey	Local Government	Gabriella Viola	Dan Sutton
New Jersey	Local Government	Kevin VanBuskirk	Dan Sutton
New Jersey	K-12	Sean MacLeary	Dan Sutton
New Jersey	K-12	Ryan Kachel	Dan Sutton
New Jersey	K-12	Peter Corsi	Dan Sutton
New Jersey	K-12	Sara Burrows	Dan Sutton
New Mexico	Local Government	Priscilla Fowler	Josh Reyes
New Mexico	K-12	Joe Burst	Josh Reyes
New York	K-12	Patrick Goldsmith	Dan Sutton
New York	K-12	Brittany Kranpost	Dan Sutton
New York	K-12	Natalie Nicosia	Dan Sutton
New York	K-12	Sara Burrows	Dan Sutton
New York	Local Government	Jared Kohutanycz	Dan Sutton
New York	Local Government	Jason Rieg	Dan Sutton
Georgia	K-12	Dipali Patel	Joseph Nyamwange
North Carolina	Local Government	Lou Malvasi	Joseph Nyamwange
North Carolina	Local Government	Kevin Mariano	Joseph Nyamwange
North Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
North Carolina	Local Government	Katie Jones	Joseph Nyamwange
North Carolina	K-12	Valentina Trajkovska	Joseph Nyamwange
North Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
Nebraska	Local Government	Laura Rista	Chris Cashin
North Dakota	K-12	Brian White	Chris Cashin
North Dakota	K-12	Sean Birch	Chris Cashin
North Dakota	Local Government	Laura Rista	Chris Cashin
Ohio	Local Government	Kenji Horton	Chris Cashin
Ohio	Local Government	Pat Swinarski	Chris Cashin

Ohio	K-12	Chris Imperiale	Chris Cashin
Ohio	K-12	Liz Gallagher	Chris Cashin
Ohio	K-12	Albert Eserjose	Chris Cashin
Ohio	K-12	Nicole DAndrea	Chris Cashin
Missouri	Local Government	Jessica Vos	Jessica Crincoli
Oklahoma	K-12	Kelsey Valenti	Jessica Crincoli
Oklahoma	K-12	Amy McGowan	Jessica Crincoli
Oklahoma	K-12	Marcus Parker	Jessica Crincoli
Oklahoma	K-12	Taylor Howes	Jessica Crincoli
Oklahoma	Local Government	Bryan Leoni	Jessica Crincoli
Oklahoma	Local Government	Sean Walker	Jessica Crincoli
Oklahoma	Local Government	Ashley Marfo	Jessica Crincoli
New Mexico	K-12	Ryan Warwick	Josh Reyes
Oregon	Local Government	Eric Stewart	Josh Reyes
Oregon	K-12	Pete Garay	Josh Reyes
Pennsylvania	Local Government	Edward Holmes	Dan Sutton
Pennsylvania	Local Government	Jared Kohutanycz	Dan Sutton
Pennsylvania	K-12	Suzy Oganessian	Dan Sutton
Pennsylvania	K-12	Josh Katz	Dan Sutton
Rhode Island	Local Government	Kristen Goers	Dan Sutton
Rhode Island	Local Government	Dan Biancaniello	Dan Sutton
Rhode Island	K-12	Bryan Amiano	Dan Sutton
North Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	K-12	Desiree Kersulic	Joseph Nyamwange
South Carolina	K-12	Alexis Keresztes	Joseph Nyamwange
South Carolina	Local Government	Dominic Denaro	Joseph Nyamwange
South Carolina	Local Government	Katie Jones	Joseph Nyamwange
South Dakota	K-12	Brian White	Chris Cashin
South Dakota	K-12	Sean Birch	Chris Cashin
South Dakota	Local Government	Laura Rista	Chris Cashin
Tennessee	Local Government	Chelsea Davis	Chris Cashin
Tennessee	K-12	Justin Yuka	Chris Cashin
Texas	Local Government	Andrew Baicher	Jessica Crincoli
Texas	Local Government	Sean Walker	Jessica Crincoli
Texas	Local Government	Bryan Leoni	Jessica Crincoli
Texas	Local Government	Christian Niemann	Jessica Crincoli
Texas	K-12	Nick Loughlin	Jessica Crincoli
Texas	K-12	Alan Frost	Jessica Crincoli
Texas	K-12	Phil Nowakowski	Jessica Crincoli
Texas	K-12	Jim Fuhrman	Jessica Crincoli
Texas	K-12	Courtney Ritter	Jessica Crincoli
Texas	K-12	Will Fleming	Jessica Crincoli
Oregon	K-12	Sierla Hubac	Josh Reyes
Utah	Local Government	Patrick O'Brien	Josh Reyes
Utah	Local Government	Priscilla Fowler	Josh Reyes

Utah	K-12	Joe Burst	Josh Reyes
Vermont	K-12	Patricia Killeavy	Dan Sutton
Vermont	K-12	Tim Snook	Dan Sutton
Vermont	Local Government	Dan Biancaniello	Dan Sutton
Pennsylvania	K-12	Natalie Nicosia	Dan Sutton
Pennsylvania	K-12	Tori Huber	Dan Sutton
Virginia	K-12	Ashley DeLia	Dan Sutton
Virginia	K-12	Tom Monks	Dan Sutton
Virginia	Local Government	Dianna Lee	Dan Sutton
Virginia	Local Government	Tom Monks	Dan Sutton
Utah	K-12	Ryan Warwick	Josh Reyes
Washington	Local Government	Eric Stewart	Josh Reyes
Washington	K-12	Pete Garay	Josh Reyes
West Virginia	K-12	Ashley DeLia	Dan Sutton
West Virginia	Local Government	Dianna Lee	Dan Sutton
Wisconsin	Local Government	Ryan Baicher	Chris Cashin
Wisconsin	K-12	Stefanie Weg	Chris Cashin
Wisconsin	K-12	Victoria Pelosi	Chris Cashin
Washington	K-12	Sierla Hubac	Josh Reyes
Wyoming	K-12	Dylan Bamrick	Josh Reyes
Wyoming	K-12	Genevieve Kobus	Josh Reyes
Wyoming	Local Government	Patrick O'Brien	Josh Reyes

In addition, SHI has a Software & Licensing Department and an Advanced Solutions Department whose members are dedicated to supporting specific manufacturers and/or manufacturer product lines. Many of these representatives are manufacturer sponsored and have completed the required manufacturer certifications to provide pre-sales support. With 300 product specialists, pre-sales support engineers, licensing representatives, and technicians, SHI is absolutely ready and excited to support the product requirements for NASPO ValuePoint SVAR contract users. With just a single call to your Account Executive, you will be put in touch with the correct representative for your needs.

- 1.4 Subcontractors – Provide the following information for items 1.4.1 through 1.4.3, using the format below, for any subcontractors you propose to use.
 - 1.4.1 Name of individual or company;
 - 1.4.2. Proposed work to be performed;
 - 1.4.3 Approximate percentage of work directed to subcontractor relative to total work under a resultant contract;
 - 1.4.4 In addition, provide a brief resume which contains education / credentials / certifications / employment.

SHI Response:

At this time, SHI has not identified specific subcontractors to engage. Should the need arise base on a customer's requirements and the scope of services, SHI will engage with the subcontractor who fits the customer's requirements. We understand the use of a subcontractor is subject to the customer's approval.

1.5 Consultants – Provide the following information for items 1.5.1 through 1.5.3, for all non-employee consultants that assisted in the development of the Offeror's response to this solicitation.

1.5.1 Name of individual or company;

1.5.2. Work performed regarding the Offeror's response;

1.5.3 Resume which contains education / credentials / certifications / previous and current employment.

SHI Response:

No consultants assisted in the development of SHI's proposal.

2. Company's Experience

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

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

SHI Response:

As described within our response to section 1.3 above, SHI provides each customer with a dedicated Account Team. The members of the teams are focused on specific verticals within public sector (i.e. state government, local government, and education). These teams bring expertise in IT solutions and tremendous experience with public sector contracts to each Participating State. This means that SHI is able to deliver the following benefits to all NASPO ValuePoint customers:

- A keen understanding of the unique challenges government and education customers face.
- Best practices around software licensing for individual customers, as well as licensing programs that recognize cumulative spend per State or under the agreement as a whole.
- Specialized customer service for small, medium, and large organizations throughout the Participating States.

Regardless of the customer type or the size of the organization, SHI understands that in order to bring the right solution to a customer, we need to first understand that customer's vision. Once we understand their goals, our pre-sales licensing and technical support staff help design a strategy that is suitable to the customer's current environment, while ensuring it will scale to meet their future needs. When the customer is ready to move forward, SHI will help to ensure that the customer is procuring those products using the most advantageous pricing programs and at the most aggressive possible cost. We then follow through with deployment services and support to ensure that the solution the customer procured is working as expected.



In short, SHI's Public Sector Account Teams offer the experience and the expertise to help NASPO ValuePoint customers to address, acquire, and adopt the software products and solutions needed to further their organizations' missions.

2.2. License Management.

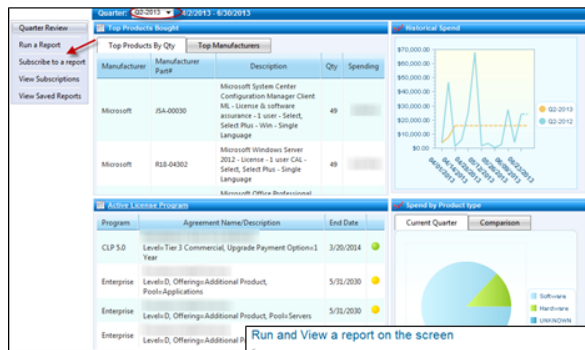
SHI Response:

When it comes to implementing and managing software licensing solutions, nobody does it better than SHI. Our software procurement consulting services and Polaris asset management make it easy for our customers to select and manage the license programs that are right for them.

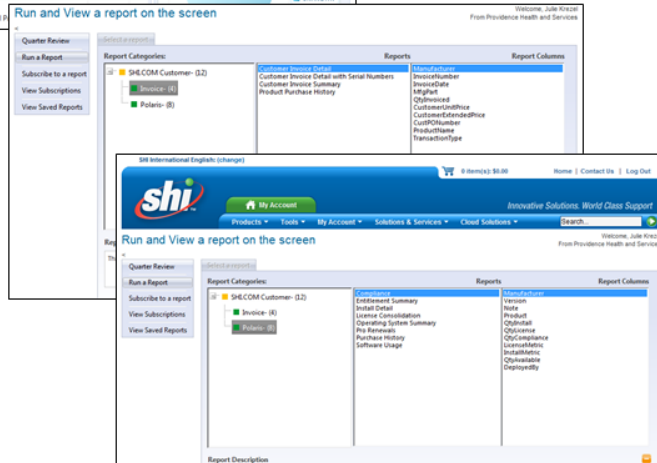
SHI Licensing Team: SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

License Management System: Utilizing SHI's License Management System (LMS), we track key contract dates and terms and conditions, including pricing level and milestone requirements. Linked to SHI's order entry and reporting system, LMS provides the checks and balances to ensure your transactions are processed and reported against the correct agreement numbers and discount levels. Furthermore, SHI provides advanced notification for contract milestones and renewals.

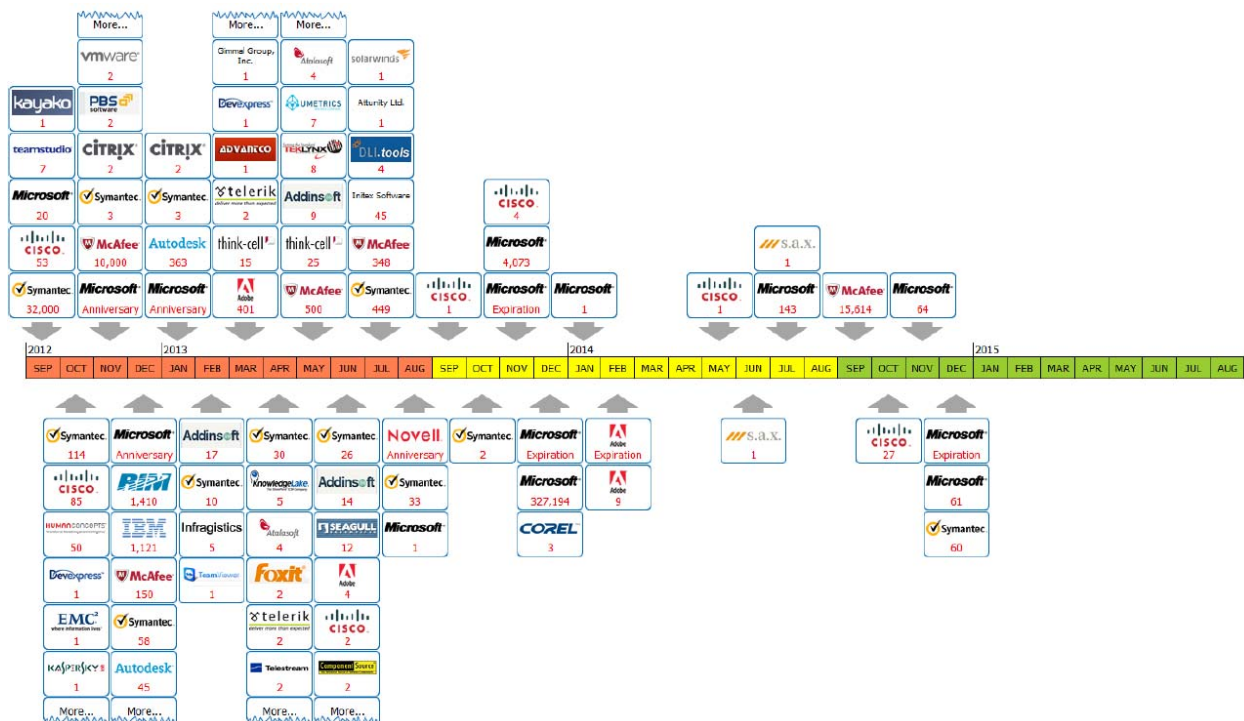
Reporting: SHI offers a breadth of reporting options which are flexible, customized, and available at no cost. We offer custom data capture for reports that track purchases within your organization, e.g. project codes, department codes, business units, etc. Our customers have the option to run these reports online at SHI.COM or to request reports through their SHI Account Team.



- Quarterly Overview provides top products or top manufacturer view
- Select to run a report immediately or set up a report subscription
- Select the report
- Enter report parameters



SHI understands it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: Polaris Renewal Organizer (PRO). Available at no charge to our customers, PRO compiles your technology renewals in a centralized, rolling three year on-line timeline for simplified budgeting and renewal management.



SHI was founded in 1989 as a software reseller. We have been supporting our customers' software and licensing needs for 26 years. We have seen many changes in the industry and we remain nimble in our support structure to ensure we can meet the changing needs of the customers, as well as the software publishers with whom we partner. SHI is the industry leader; no other software reseller provides as effective and efficient support around software license agreements.

2.3 Training

SHI Response:

SHI understands the importance of providing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.
- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Initial and Ongoing Communication Plan

Contract Announcement—Upon award of the contract, SHI will create an Email marketing piece to announce the renewal of the NASPO SVAR Contract with SHI. We will reach out to our existing customer base, as well as entities within the states that are not currently purchasing from SHI. We will announce the availability of the contract and include information and instructions for obtaining pricing and placing orders. The announcement will be similar to the following and will be customized to include contact information, based on the customer entity.

Did you hear the news?

*NASPO ValuePoint has awarded SHI with a
contract for Software & Services*

Public agencies across The United States can now take advantage of our exclusive discounts with a variety of software publishers and IT service providers. Protect your money, time and data with our state-of-the-art bundled solutions. Below are our top software partners, with many hundreds more to choose from.



Many Powerful Solutions. One Innovative Solutions Provider.

Contact your SHI Account Team for more information on NASPO ValuePoint or to request a quote:

Account Executive

Email: XXX@shi.com | Office: XXX-XXX-XXXX | Fax: XXX-XXX-XXXX

SHI International Corp.

www.publicsector.shidirect.com | 888-744-4084

Online Contract Information—SHI will post informational documents on the SHI.COM home pages for Participating States. The documents will include general information about the NASPO ValuePoint SVAR Contract, as well as specific information regarding any relevant details of the contract—including how to make purchases and where to obtain support.

Newsletter— SHI creates a number of very informative newsletters that we send to our customers each month. They contain information regarding important contract dates, product releases or changes, Q&A, upcoming events, etc. Thousands of customers across the country currently receive this newsletter from us. We will be pleased to make these communications available to all interested SVAR contract users.

SHI Blogs— Featuring proprietary information and original content, the SHI Blog helps IT and Procurement professionals cut through IT's marketing fluff to validate how technology is evaluated, selected, deployed and maintained in real-world scenarios. The SHI Blog is authored by SHI subject matter experts who directly support and answer the questions of SHI's 18,000+ corporate, academic and government clients around the globe. Because SHI does not – and will not – accept any funding for content appearing in The SHI Blog, we retain complete editorial control. Feel free to subscribe to and read our most current blogs here: <http://blog.shi.com/>



The screenshot displays the homepage of 'The SHI Blog'. The header features the SHI logo and the title 'The SHI Blog'. A navigation bar includes links for HOME, HARDWARE, SOFTWARE, SERVICES, SOLUTIONS, MOBILITY, CLOUD, and NEWS. The main content area is titled 'SOFTWARE' and features an article titled 'Paid for, but not used: Why you're probably not using some software entitlements' by Adrian Sferle, dated November 12. The article includes a photo of hands typing on a keyboard and a summary of the content. A sidebar on the right contains 'Popular Posts' with links to various articles, a 'Subscribe' form, 'Socialize With Us' links for LinkedIn, YouTube, Facebook, and Twitter, and a 'Meet the Bloggers' section with icons of four people. The bottom of the page shows a partial view of another article titled 'Perpetual or subscription licensing for Autodesk? You can choose for now. [UPDATED]'.

sh
The SHI Blog

HOME HARDWARE SOFTWARE SERVICES SOLUTIONS MOBILITY CLOUD NEWS

SOFTWARE

Paid for, but not used: Why you're probably not using some software entitlements
November 12 | Adrian Sferle

Many organizations struggle to keep up with more than just the [owned versus deployed positions of their software licensing](#); additional entitlements, such as software maintenance, are often purchased with the license, but go overlooked and unused. These additional entitlements, the terms of which differ from publisher to publisher, are typically valid for a fixed timeframe, and organizations often fail to act on them within that period. [\(more...\)](#)

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Tags: IT asset management, ITAM, Software licensing

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Facebook
Twitter

Meet the Bloggers

Perpetual or subscription licensing for Autodesk? You can choose for now. [UPDATED]

Marketing Pieces—SHI creates hundreds of marketing pieces for our major manufacturer partners. These are made available to customers through a number of avenues – in-person meetings, trade shows, email delivery, mail-outs, etc. The marketing pieces will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to a contract, such as NASPO ValuePoint.

In addition to training on how to best use the product, SHI also makes software product training available to our customers. With regard to product training, SHI partners with companies that specialize in application training. SHI will work with each Participating State to develop a complete offer that meets their needs, from end user training to programs designed for IT representatives. The following training options are available as a fee-based service:

- **Classroom Style Training**—off-site from the customer. This is designed to meet the customer's needs when only a small number of representatives need to receive the training.
- **On-site Training**—a good option for those applications that are used by a large number of users.
- **Computer-based Training**—including training books and educational CDs.

2.4 Software Advisement

SHI Response:

SHI's Licensing Department is staffed with manufacturer-dedicated and certified experts who assist our Account Executives in recommending and supporting the volume license programs that most effectively suit your organizations' requirements. SHI completes an analysis of your existing environment and future desired state to present the licensing options available to you and the savings realized by executing the identified program.

We provide dedicated staff for all of our major partners – **including each of the SVAR Key Itemized publishers**, and many more, including but not limited to the following:

Software Publisher	Authorization & Support
Adobe	Authorized Licensing Center (ranked #2)
	Platinum Partner
	7 Dedicated Sales & Licensing Specialists
	1 Team Manager
ArcServe	Large Account Reseller (ranked #3)
	1 Sales & Licensing Specialist
Attachmate	National Reseller (ranked #1)
	1 Dedicated Sales & Licensing Specialist
Autodesk	Volume Channel Partner - 2014 Volume Partner of the Year
	1 Dedicated Sales & Licensing Specialist
Barracuda	Diamond Level Partner
	1 Security Sales & Licensing Specialist

BMC	Premier Partner 1 Sales & Licensing Specialist
Box	Platinum Partner (ranked #1) 1 Sales & Licensing Specialist
Check Point	Two Star Elite Partner 1 Security Sales & Licensing Specialist
Citrix	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility
Commvault	Platinum Velocity Partner (ranked #3) 1 Dedicated Sales & Licensing Specialist 1 Technical Resource —ESG
CA	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
Corel	Platinum Partner (ranked #1) 2 Emerging Partner Specialists
ESET	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
Google	Premiere Partner 1 Dedicated Sales & Licensing Specialist
IBM	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
Kaspersky	Platinum Partner (ranked #2)

	National Partner of the Year 2014 1 Security Software & Licensing Specialist
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1) Corporate Reseller of the Year - 2014 1 Dedicated Sales & Licensing Specialist 1 Business Development Manager 1 Technical Resource - ESG
Microsoft	LSP & EDA (ranked #1) Gold Competency Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions 12 time winner of MLGP Operational Excellence Several Technical Resources - ESG
LogRhythm	Partner 1 Sales & Licensing Specialist
Net IQ	Authorized Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Novell	National Partner (ranked #1) 1 Dedicated Sales & Licensing Specialists
Nuance	Managed Partner (ranked #2) 2 Emerging Partner Specialists
Open Text	Corporate Reseller Partner (ranked #1) 2 Emerging Partner Specialists

Oracle	Oracle Global Platinum Partner 1 Sales & Licensing Specialist 2 SW Technical Sales Representatives 1 HW Technical Sales Representative
Proofpoint	Platinum Partner (ranked #3) 1 Sales & Licensing Specialist
RedHat	Red Hat Ready Partner (Ranked #1) High Volume Partner of the Year - 2013 1 Dedicated Sales & Licensing Specialist
RSA	Signature Level Partner (ranked #3) 1 Security Sales & Licensing Specialist
SAP/Business Objects	Silver Partner 1 Sales & Licensing Specialist
SolarWinds	Partner 1 Sales & Licensing Specialist
Sophos	Platinum Partner (ranked #1) Sophos Partner of the Year - (2011 - 2014) 1 Dedicated Sales & Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales & Licensing Specialist
Symantec	Platinum Partner 1 Team Manager 7 Dedicated Sales & Licensing Specialists, 1 Operations Specialist 2 Technical Sales Support 2 Business Development Managers
Tenable	Tier 1 Platinum Partner (Ranked #1) 1 Security Sales & Licensing Specialist

Trend Micro	National Channel Partner (Ranked #2) 1 Security Sales & Licensing Specialist
Veeam	Platinum Pro Partner (ranked #3) 1 Sales & Licensing Specialist
VMWare	Corporate Reseller 1 Dedicated Sales & Licensing Specialist 1 Presales Storage Solutions Architect
WebSense	Platinum DMR 1 Dedicated Sales Specialist

Enhanced Support for Other Itemized Publishers, and Many More—SHI has a diverse partner ecosystem, supporting over 15,000 unique publishers today. The following logos illustrate only a handful of the fully managed or emerging partners within SHI's partner network. SHI has invested substantially in both Pre and Post Sales resources to better service its customers and their long term needs as they Address, Acquire, and Adopt their software solutions.

"Top Emerging Partners"

...with thousands of other technology solutions sold

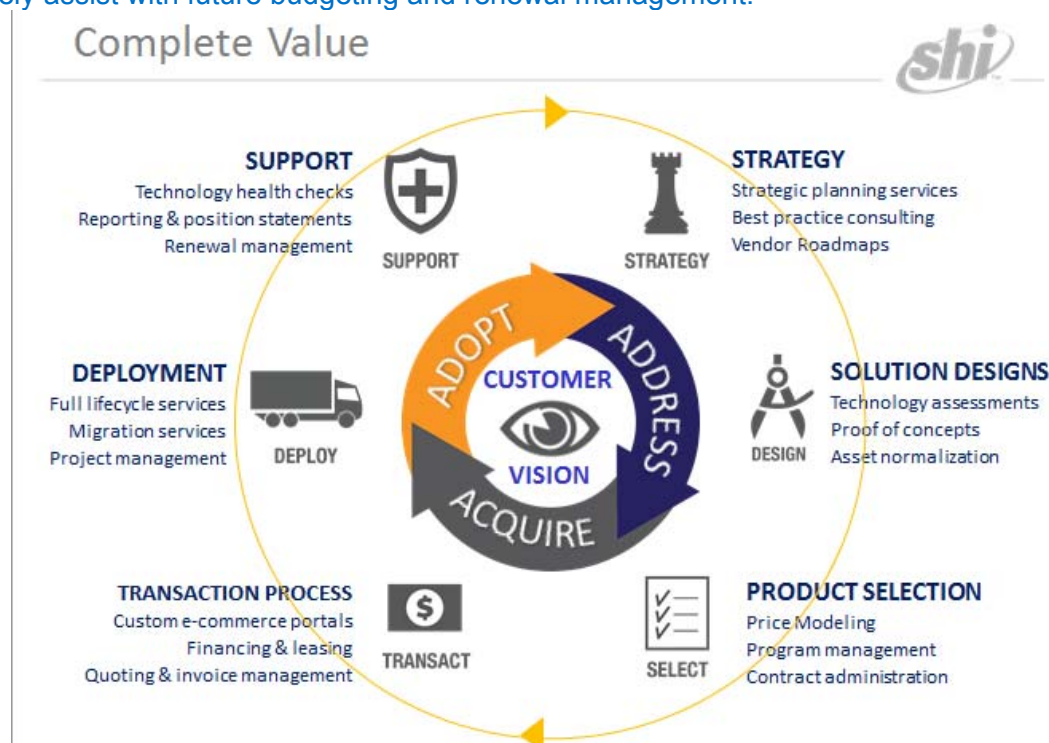


SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. In addition, we would like to highlight a few additional services which our customers find especially valuable.

To understand the types of value-added services that SHI offers, it is helpful to envision our Address, Acquire, Adopt model, which is built around the visions of our customers (see graphic below). We understand that in order to fulfill their missions, customers need to move through each phase of the process and to receive the support they need at each stage along the way. Following are some examples of the services (both free and fee-based) that SHI offers at each stage:

- **Strategy:** To assist in developing a strategy, SHI offers our customers strategic planning services and access to the technology roadmaps they need to plan for the future.
- **Solution Design:** SHI's in-house Solutions team offers a variety of assessments to help customers understand their baseline, as well as proof of concepts for technology advancements.
- **Product Selection:** This phase is about so much more than selecting the right product. SHI also helps with identifying the best buying program and procurement timing, as well as software volume license agreement implementation and administration.
- **Transaction:** SHI is well-known for our flexibility and efficiency in conducting transactions for our customers. We offer customized quoting, invoicing, financing, and e-Commerce options to simplify the buying process for our customers.
- **Deployment:** Beyond just delivering the software, SHI welcomes the opportunity to assist our customers with project management and implementation services.
- **Support:** SHI conducts regular reviews with our customers to ensure that their technology is working as expected in their environment. We also provide reporting and licensing position statements, and we proactively assist with future budgeting and renewal management.



At the core of our Address, Acquire, Adopt methodology is SHI's ability to listen to our customers' needs and to propose solutions that address those needs, and help customers achieve their vision. The value-added services that we offer take on many forms, and they continue to evolve along with our customers' changing needs. SHI delivers services through our own resources, as well as through our extensive partner network.

Under the current NASPO ValuePoint SVAR contract, SHI's Account Executives work closely with their customers to understand their vision and to ensure that we are providing the right mix of products, services, and solutions for their organization. We are committed to continuing to partner with our customers in this way throughout the term of the new contract. We provide additional detail around our value-added services within the Methodology attachment of this proposal (Attachment B) as well.

3. Clients

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

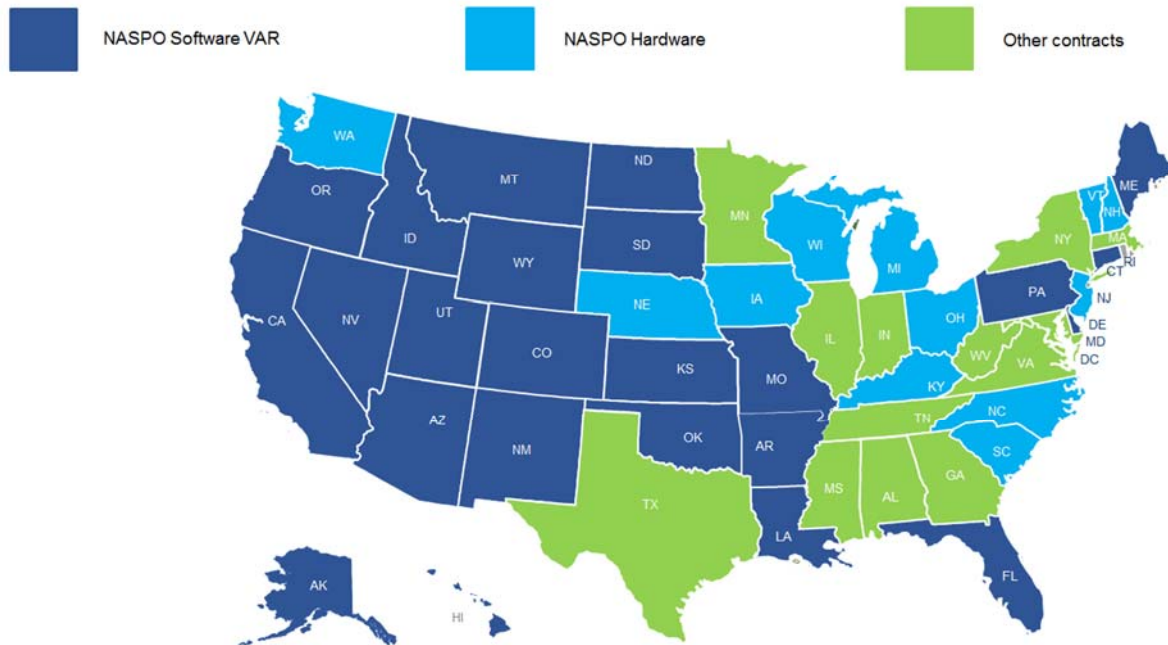
SHI Response:

SHI has had the privilege to administer statewide software contracts for over 20 years, and we now hold IT contracts across all 50 states. The number of government clients we work with is in the thousands, from local government entities, to state government departments and agencies, to educational institutions, to public sector healthcare organizations.

Here are a few statistics which demonstrate our enthusiasm for and commitment to this customer segment:

- SHI's Public Sector sales overall 2014 revenue was \$1.3B, representing over 24% growth from 2013.
- SHI has 88 Field Account Executives supporting State & Local Government and Education customers throughout the U.S.
- SHI's Small-Medium SLED team, based in our New Jersey office, supports our smaller and remote customers with additional 132 Inside Account Executives helping K-12 schools and local government agencies.
- SHI has 94 Inside Account Managers who partner with our Field Account Executives and assist customers with their day to day quoting and ordering needs

With regard to the current NASPO ValuePoint SVAR contract in particular, SHI is proud to hold Participating Addenda in each of the following states:



SHI will continue to invest in our support for the government and education markets. We are uniquely positioned to help you to address, acquire and adopt the products and solutions you need to fulfill your business needs.

SHI provides additional details regarding our government customers within our response to section 3.1.2 below.

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

SHI Response:

As described above, SHI's government contracts number in the thousands. Our contracts include statewide contracts for software and licensing, hardware, asset management, end user services, lifecycle services, staff augmentation, and others. Our first statewide contract was with the State of Texas, signed in 1994, and some of our relationships with state government customers date back to 1991. While it does not represent a comprehensive list, within our response to section 3.1.2 below, we are providing a representative list of our public sector customers and the products or services that we provide to each.

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

SHI Response:

The following table lists contracts won or renewed/extended over the past three years. These contracts were originally awarded based on SHI's response to the customers' formal requests for proposal. While award criteria will vary, typically these are awarded based on SHI's quality of service, our comprehensive service and support plan, and our aggressive pricing proposal. Customers renew their contracts with SHI because we deliver high quality service throughout the term of our agreement.

State	Customer	Contract Name	Manufacturers
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (HP)	HP
AK	State of Alaska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
AK	State of Alaska	NASPO ValuePoint - DataComm (F5)	F5 Networks
AK	State of Alaska	NASPO ValuePoint - Software VAR	All manufacturers
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Adobe	Adobe
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Lenovo	Lenovo
AL	Alabama Joint Purchasing Program (ALJP)	ALJP Microsoft	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Adobe
AL	State of Alabama	Software, Personal Computer Contract	McAfee
AL	State of Alabama	Software, Personal Computer Contract	VMware
AL	State of Alabama	Software, Personal Computer Contract	Symantec
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Nuance
AL	State of Alabama	Software, Personal Computer Contract	Microsoft
AL	State of Alabama	Software, Personal Computer Contract	Attachmate
AR	State of Arkansas	APC Network Infrastructure Solutions	APC
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (HP)	HP
AR	State of Arkansas	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
AR	State of Arkansas	NASPO ValuePoint - Software VAR	All manufacturers EXCEPT Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	State - Software LAR	Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
AR	State of Arkansas	Wide Area Networking (WAN)	Cisco
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (EMC)	EMC
AZ	State of Arizona	NASPO ValuePoint - Computer Equipment (HP)	HP
AZ	State of Arizona	NASPO ValuePoint - Software VAR	All manufacturers
CA	County of Santa Clara	County of Santa Clara COTS	All manufacturers
CA	County of Santa Clara	County of Santa Clara Peripherals	All manufacturers
CA	State of California	DGS Target Based De-Duplication	NetApp
CA	State of California	NASPO ValuePoint - Computer Equipment (HP)	HP
CA	State of California	NASPO ValuePoint - Software VAR	All manufacturers
CA	State Compensation Insurance Fund	SCIF Dell Hardware and Peripherals	Dell
CA	State of California	SLP - Adobe	Adobe
CA	State of California	SLP - Attachmate	Attachmate
CA	State of California	SLP - CommVault	CommVault
CA	State of California	SLP - Microsoft Academic Select	Microsoft
CA	State of California	SLP - Microsoft Government Select	Microsoft

CA	State of California	SLP - Novell	Novell
CA	State of California	SLP - Symantec	Symantec
CA	State of California	SLP - Trend Micro	Trend Micro
CA	State of California	SLP - VMware	VMware
CO	State of Colorado	NASPO ValuePoint - Computer Equipment (HP)	HP
CO	State of Colorado	NASPO ValuePoint - Software VAR	All manufacturers
CO	State of Colorado	NCPA - Dell	Dell
CT	State of Connecticut	NASPO ValuePoint - Software VAR	All manufacturers
CT	Town of Bloomfield, CT	NASPO ValuePoint - Software VAR	All manufacturers
DE	State of Delaware	NASPO ValuePoint - Computer Equipment (HP)	HP
DE	State of Delaware	NASPO ValuePoint - Software VAR	All manufacturers
FL	State of Florida	Commercial Off-the-Shelf (COTS) Software	All manufacturers
FL	State of Florida	Microsoft License, Maintenance & Services	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (EMC)	EMC
FL	State of Florida	NASPO ValuePoint - Computer Equipment (HP)	HP
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
FL	State of Florida	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
FL	State of Florida	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
FL	State of Florida	NASPO ValuePoint - DataComm (Brocade)	Brocade
FL	State of Florida	NASPO ValuePoint - DataComm (Cisco)	Cisco
FL	State of Florida	NASPO ValuePoint - Software VAR	All manufacturers
GA	Georgia Board of Regents	GA BOR VMware	VMware
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Aerohive
GA	State of Georgia	Networking Equipment & IT Infrastructure Products	Meru
GA	State of Georgia	PC Hardware, Related Equipment and Services	HP
GA	State of Georgia	Software and Services	All manufacturers
HI	State of Hawaii	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
HI	State of Hawaii	NASPO ValuePoint - Software VAR	All manufacturers
IA	State of Iowa	NASPO ValuePoint - DataComm (F5)	F5 Networks
ID	State of Idaho	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
ID	State of Idaho	NASPO ValuePoint - Software VAR	All manufacturers
IL	State of Illinois	Adobe Products Statewide Master	Adobe
IN	Big Ten Purchasing Consortium (CICPC)	EndPoint Security Software	Symantec
KS	State of Kansas	Cloud Msg & Collaboration	Microsoft
KS	State of Kansas	IT Security Products & Services	CheckPoint, McAfee, Symantec, RSA
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Lenovo)	Lenovo
KS	State of Kansas	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KS	State of Kansas	NASPO ValuePoint - Software VAR	All manufacturers
KY	Commonwealth of	Enterprise IT Software Reseller	All manufacturers

Kentucky			
KY	State of Kentucky	KETS Instructional Device (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (HP)	HP
KY	State of Kentucky	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
KY	State of Kentucky	NASPO ValuePoint - DataComm (Cisco)	Cisco
LA	State of Louisiana	NASPO ValuePoint - Computer Equipment (Pure Storage)	Pure Storage
LA	State of Louisiana	Tripp Lite Computer Peripherals	Tripp Lite
MA	State of Massachusetts	ITC47 - Hardware and Services	Acer, Samsung, Dell, HP, Lenovo, Cisco, EMC, IBM, NetApp
MA	State of Massachusetts	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
MD	State of Maryland	Commercial Off the Shelf Software (COTS 2012)	See list of manufacturers at website
MD	State of Maryland	Consulting and Technical Services+ (CATS+)	All manufacturers
MD	State of Maryland	Desktop, Laptop and Tablet	Dell, Lenovo, HP, Fujitsu, Panasonic, Apple, Belkin, CODi, Ergotron, Kingston, Plantronics, Premier Mounts, C2G, NEC, Planar Systems, Sharp, Viewsonic, Microsoft
MD	State of Maryland	Hardware 2012	See list of manufacturers at website
MD	State of Maryland	Microsoft Software & Services Large Account Reseller	Microsoft
MD	Maryland Judiciary	MJUD COTS Software Master	All manufacturers except Microsoft and Novell
MD	Maryland Judiciary	MJUD Hardware and Associated Equipment and Services	All manufacturers
ME	State of Maine	NASPO ValuePoint - Computer Equipment (HP)	HP
ME	State of Maine	NASPO ValuePoint - Software VAR	All manufacturers
MI	State of Michigan	NASPO ValuePoint - DataComm (Cisco)	Cisco
MN	State of Minnesota	Computers: Enterprise Hardware, Software and Services	See price lists attached
MO	State of Missouri	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
MO	State of Missouri	NASPO ValuePoint - DataComm (Cisco)	Cisco
MO	State of Missouri	NASPO ValuePoint - Software VAR	All manufacturers
MS	State of Mississippi	IT Hardware EPL	Acer, Aerohive, Alcatel-Lucent, Aruba Networks, BenQ, Boxlight, Brother, Chief, Eiki International, EMC, Fujitsu, Howard, HP, Juniper, Lenovo, NEC, Nimble, Oki Data, Panasonic, Ricoh, Samsung, Sharp, Tegile, Tripp Lite, Unitrends, Viewsonic
MS	State of Mississippi	Software EPL	Adobe CLP/TLP, Attachmate, Autodesk, Citrix, Corel, CA, EMC, IBM Passport Agreement, McAfee, Novell, Open Text, Quest, SAP, Sophos, Symantec, Trend Micro, VMware
MS	State of Mississippi	State of Mississippi Microsoft Contract	Microsoft
MT	State of Montana	NASPO ValuePoint - Computer Equipment (HP)	HP
MT	State of Montana	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

MT	State of Montana	NASPO ValuePoint - DataComm (Dell)	Dell
MT	State of Montana	NASPO ValuePoint - DataComm (EMC)	EMC
MT	State of Montana	NASPO ValuePoint - DataComm (F5)	F5 Networks
MT	State of Montana	NASPO ValuePoint - Software VAR	All manufacturers
MT	State of Montana	NCPA - Dell	Dell
National	National	Buyboard	All manufacturers
National	National	E&I Cooperative	All manufacturers
National	National	MHEC - VMware	VMware
National	National	NCPA - Lenovo	Lenovo
National	National	PACE	All manufacturers
National	National	PEPPM 2015 (Alcatel Lucent)	Alcatel Lucent
National	National	PEPPM 2015 (Lexmark)	Lexmark
National	National	PEPPM 2015 (Panasonic)	Panasonic
			Axiom, Chief, Da-Lite, Dell, Higher Ground, HP Printers, HP Computers, HP Servers, Lifesize, Microsoft Surface, RedHat, Samsung
National	National	PEPPM 2015 (Synnex)	
National	National	TIPS - Computers, Equipment, Components and Peripherals	All manufacturers
National	National	TIPS - Copiers, Faxes and Multifunction Machines	All manufacturers
National	National	TIPS - Networking Equipment, Software and Services	All manufacturers
National	National	TIPS - Software	All manufacturers
NC	State of North Carolina	EndPoint Security Software	McAfee, Symantec
NC	USETPA	LAN-WAN Security	Aerohive, Cisco, Dell, Microsoft, Nicus Software, VMware, Xirrus
NC	USETPA	LAN-WAN Security	Lenovo
NC	USETPA	LAN-WAN Security / End User Devices (Synnex)	Acer, HP, Microsoft, Samsung, Ctera, Google, Fortinet, StorageCraft, Tripp Lite, Belkin, Black Box, West Penn Wire, Xerox, Sagemcom, Plantronics, Toshiba, Epson
NC	North Carolina Dept. of Public Instruction (NCDPI)	LEA WiFi	Cisco
NC	State of North Carolina	Mass Storage	Appsense, EMC, Nimble, Nutanix, Symantec, Tintri
NC	State of North Carolina	Microcomputers and Peripheral Components	Lenovo, Samsung
NC	State of North Carolina	Microsoft Software Products	Microsoft
NC	Mecklenburg County	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NC	State of North Carolina	Novell Software and Maintenance Products	Novell
NC	State of North Carolina	Printer and Peripheral Components	HP
NC	State of North Carolina	Printer and Peripheral Components	Brother
NC	State of North Carolina	Printer and Peripheral Components	Samsung
NC	State of North Carolina	Ruggedized Mobile Computing Devices	Getac
NC	State of North Carolina	VMware Software Products and Maintenance	VMware
ND	State of North Dakota	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft

NE	State of Nebraska	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NH	State of New Hampshire	Computer Software - Reseller	All manufacturers
NH	State of New Hampshire	NASPO ValuePoint - DataComm (Cisco)	Cisco
NJ	State of New Jersey	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (HP)	HP
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
NJ	State of New Jersey	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
NJ	State of New Jersey	NASPO ValuePoint - DataComm (Brocade)	Brocade
NJ	State of New Jersey	NASPO ValuePoint - DataComm (F5)	F5 Networks
NJ	Port Authority of NY & NJ	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NASPO ValuePoint - Software VAR	All manufacturers
NM	State of New Mexico	NCPA - Dell	Dell
NV	State of Nevada	NASPO ValuePoint - Software VAR	All manufacturers
NY	State of New York	Enterprise Systems (HP)	HP
NY	State of New York	Microcomputer System and Related Services (HP)	HP
NY	State of New York	Microcomputer System and Related Services (Lenovo)	Lenovo
NY	State of New York	Microcomputer System and Related Services (Toshiba)	Toshiba
NY	State of New York	Miscellaneous Software	All manufacturers EXCEPT those in the attached.
NY	State of New York	Office Equipment (Oki Data)	Oki Data
NY	State of New York	Power Protection Equipment (APC)	APC
NY	State of New York	Power Protection Equipment (Tripp Lite)	Tripp Lite
NY	State of New York	Printing and Imaging Equipment (Oki Data)	Oki Data
NY	State of New York	Printing and Imaging Equipment (Samsung)	Samsung
NY	State of New York	Printing and Imaging Equipment (Xerox)	Xerox
NY	State of New York	Software (CA)	CA
NY	State of New York	Software and Related Services (Novell)	Novell
NY	State of New York	Systems and Peripherals (Storage) (EMC)	EMC
NY	State of New York	Systems and Peripherals (Storage) (HP)	HP
OH	State of Ohio	Computer Hardware, Software and IT Services	Citrix, Extreme Networks, Fujitsu, Infoblox, Intermec, Juniper, McAfee, NEC, NetScout, Nuance, Polycom, Riverbed, SAP, Tibco, Palo Alto
OH	State of Ohio	Microsoft LAR	Microsoft
OH	State of Ohio	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	City of Oklahoma City	Computers, Software and Related Supplies/Services	All manufacturers
OK	State of Oklahoma	Desktop Software and Services	Microsoft, Adobe, SAP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (HP)	HP
OK	State of Oklahoma	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
OK	State of Oklahoma	NASPO ValuePoint - Software VAR	All manufacturers
OK	City of Oklahoma City	Office Printers and Related Supplies & Services	All manufacturers
OR	State of Oregon	NASPO ValuePoint - Software VAR	All manufacturers

PA	State of Pennsylvania	COSTARS-3 IT Hardware	Acer, APC, Belkin, Cisco, Dell, EMC, Fujitsu, HP, Intel, Jabra, Lenovo, Nimble, Unitrends, ViewSonic
PA	State of Pennsylvania	COSTARS-6 Software	Adobe, Attachmate, Blue Open Text, CA, Citrix, CommVault, Corel, Dell, IBM, Kaspersky, McAfee, Microsoft, NetIQ, Novell, Nuance, Open Text, Quest, RSA, Solarwinds, Sophos, Symantec, Tenable, Trend Micro, Viewfinity, VMware, Websense
PA	City of Philadelphia	NASPO ValuePoint - Software VAR	All manufacturers
PA	County of Berks	NASPO ValuePoint - Software VAR	All manufacturers
RI	State of Rhode Island	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
SC	State of South Carolina	Aerohive Network Hardware	Aerohive
SC	State of South Carolina	Cisco Network Hardware	Cisco
SC	State of South Carolina	Document Security Software	Win Magic
SC	State of South Carolina	EMC SAN Equipment, Software and Services	EMC
SC	State of South Carolina	FileMaker Software	FileMaker
SC	State of South Carolina	HP Network Equipment	HP
SC	State of South Carolina	Microsoft EES Software	Microsoft
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (HP)	HP
SC	State of South Carolina	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
SC	State of South Carolina	NASPO ValuePoint - DataComm (Brocade)	Brocade
SC	State of South Carolina	Privilege User and Identity Software and Hardware	Dell
SC	State of South Carolina	QualysGuard Security Products	QualysGuard
SC	State of South Carolina	Rapid7 Security Products	Rapid7
SC	State of South Carolina	Tenable Security Software	Tenable
SD	State of South Dakota	Computer Peripherals (Misc)	Select manufacturers only
SD	State of South Dakota	NASPO ValuePoint - Software VAR	All manufacturers
TN	State of Tennessee	Multi-Manufacturer Software	Microsoft Academic, Adobe, Toad for Oracle
TX	State of Texas	Buyboard	All manufacturers
TX	State of Texas	Choice Partners: Infrastructure as a Service (IaaS)	SHI
TX	State of Texas	Choice Partners: Technology Products & Services	All manufacturers
TX	State of Texas	DIR-SDD-1834 Healthcare IT	ABT Global, Apple, Barco, Ergotron, Good Technology, HP Health, Motorola, NDS Surgical Imaging, Rubbermaid Medical Solutions, Services, Symantec
TX	State of Texas	DIR-SDD-1880 CSI Leasing	CSI Leasing
TX	State of Texas	DIR-SDD-1922 Managed Services	Services
TX	State of Texas	DIR-SDD-1940 CA Software	CA
TX	State of Texas	DIR-SDD-1951 Dell Products	Dell

TX	State of Texas	DIR-SDD-2018 Conferencing Equipment	Cisco, Logitech, Polycom, Ergotron, AverMedia
TX	State of Texas	DIR-SDD-2030 Lenovo Products	Lenovo
			Encryptics
TX	State of Texas	DIR-SDD-2133 Encryptics Products	
			See price list attached
TX	State of Texas	DIR-SDD-2188 IT Security	
TX	State of Texas	DIR-SDD-2500 Miscellaneous Software	See price list attached
			Microsoft, Novell
TX	State of Texas	DIR-SDD-2503 Microsoft, Novell	
TX	State of Texas	DIR-SDD-2504 Adobe Products	Adobe
TX	State of Texas	DIR-TSO-2538 HP Products	HP
TX	State of Texas	DIR-TSO-2542 Cisco Products	Cisco
TX	State of Texas	DIR-TSO-2634 EMC System Peripherals	EMC
TX	State of Texas	DIR-TSO-2636 NetApp Products	NetApp
TX	State of Texas	DIR-TSO-2656 Barracuda Data Communications	Barracuda
TX	State of Texas	DIR-TSO-2823 Data Storage	Brocade, Buffalo Technology, Emulex, Hitachi, Nexsan, Nimble Storage, Overland Storage, Qlogic, Violin
TX	State of Texas	DIR-TSO-3021 Barracuda Data Storage	Barracuda
			Oki Data
TX	State of Texas	DIR-TSO-3039 Oki Data Products	
			Xerox
TX	State of Texas	DIR-TSO-3043 Xerox Products	
			Brother
TX	State of Texas	DIR-TSO-3102 Brother Products	
TX	Health and Human Services Commission (HHSC)	Hardware Acquisition and Leasing	Dell
TX	Health and Human Services Commission (HHSC)	Seat Management Services	SHI
UT	State of Utah	Computers - PC Store	All manufacturers
UT	State of Utah	NASPO ValuePoint - Computer Equipment (EMC)	EMC
UT	State of Utah	NASPO ValuePoint - Computer Equipment (HP)	HP
UT	State of Utah	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
UT	State of Utah	NASPO ValuePoint - DataComm (F5)	F5 Networks
UT	State of Utah	NASPO ValuePoint - Software VAR	All manufacturers
VA	State of Virginia	Desktop Productivity Software	See price list
VA	State of Virginia	Microsoft Large Account Reseller	Microsoft

VA	Fairfax County Water Authority	Microsoft Large Account Reseller	Microsoft
VA	State of Virginia	PC Devices & Peripherals	HP, Lenovo, Microsoft, Panasonic, Samsung
VA	College of William & Mary	VASCUPP EMC Products & Maintenance	EMC
VA	Virginia Tech	Virginia Tech Microsoft Campus Agreement	Microsoft
VT	State of Vermont	ITS58 Software Reseller	All manufacturers EXCEPT Microsoft
VT	State of Vermont	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	Cisco Products and Services	Cisco
WA	State of Washington	NASPO ValuePoint - Computer Equipment (HP)	HP
WA	State of Washington	NASPO ValuePoint - Computer Equipment (Microsoft)	Microsoft
WA	State of Washington	NASPO ValuePoint - DataComm (Cisco)	Cisco
WA	State of Washington	NASPO ValuePoint - DataComm (F5)	F5 Networks
WI	State of Wisconsin	Desktop Symantec Endpoint Protection Software and Maintenance	Symantec
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (HP)	HP
WI	State of Wisconsin	NASPO ValuePoint - Computer Equipment (NetApp)	NetApp
WI	State of Wisconsin	VAR Software, Support and Maintenance	All manufacturers
WV	State of West Virginia	Large Account Reseller for Microsoft	Microsoft
WY	State of Wyoming	NASPO ValuePoint - Computer Equipment (HP)	HP
WY	State of Wyoming	NASPO ValuePoint - Software VAR	All manufacturers

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

SHI Response:

SHI is proud of our record of success with our customers. We have never had a contract terminated by a customer, nor has SHI ever failed to deliver under a contract.

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

N/A – SHI has many government clients, as detailed above.

- 3.3 References – Provide information for three (3) client references that replicate or are similar to the requirements of this solicitation. All references shall be for engagements received and completed within the last five (5) years. The State may, at its sole discretion, contact additional clients not presented as references. Reference information is to be provided using the following table format:

SHI Response:

SHI is pleased to provide NASPO ValuePoint with client references that replicate the requirements of this solicitation. We hold many such statewide software contracts across the country. Therefore, we are providing more than 3 references. For your convenience, we are separating them into two groups: references from customers that SHI works with now under the current NASPO ValuePoint SVAR contract, and references from customers that SHI works with now under other statewide software contracts. The State / NASPO ValuePoint are welcome to contact any or all of the below references, as well as additional clients not presented as references.

Current NASPO ValuePoint SVAR References:

Reference Information	Client One	Client Two	Client Three
Company Name	State of Montana	State of Alaska	State of Kansas – Department of Administration
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint All Software
Contact Name, Mailing Address, Phone Number, Email Address	Dale Stout Montana State Information Technology Services Division Software Contracts Specialist 125 N. ROBERTS P.O. BOX 200113 HELENA, MT 59620-0113 406-444-0182 dstout@mt.gov	Jason Grove Department of Administration, Division of General Services Contracting Officer PO Box 110210 Juneau, AK 99811-0210 907-465-5679 Jason.grove@alaska.gov	Neal Farron 900 SW Jackson, 451S Topeka, KS 66612 785-296-3122 Neal.Farron@da.ks.gov
Contract Start and End Date	November 2011 - Present	February 2013 - Present	June 3, 2011 – June 2, 2016
Contract Value	\$8,000,000 / year	\$8,000,000 / year	\$46,264,609

Reference Information	Client Four	Client Five	Client Six
Company Name	State of Oklahoma – Office of Management and Enterprise Services	State of Missouri – Office of Administration, Information Technology Services Division	State of Arkansas – Office of State Procurement
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint Software, plus another software contract for Microsoft, Adobe & SAP	WSCA/NASPO ValuePoint Software	WSCA/NASPO ValuePoint Software, plus another Software LAR contract for Adobe, CA, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, Trend Micro
Contact Name, Mailing Address, Phone Number, Email Address	Jennifer McCaulla 5005 N. Lincoln Blvd. Suite 200 Oklahoma City, OK 73105 405-521-4772 Jennifer.mccaulla@omes.ok.gov	Russ Craighead 301 West High Street, Room 270 Jefferson City, MO 65102 573-522-1154 Russ.Craighead@oa.mo.gov	Jaime Motley 1509 West 7 th Street, 3 rd Floor Little Rock, AR 72201 501-371-6065 Jaime.Motley@dfa.arkansas.gov

Contract Start and End Date	NASPO SVAR: June 5, 2014 – June 2, 2016 Other software contract: July 26, 2012 – July 25, 2017	January 1, 2011 – June 2, 2016	NASPO SVAR: August 27, 2012 – June 2, 2016 Other software contract: April 1, 2009 – May 1, 2016
Contract Value	NASPO SVAR: \$4,487,386 Other software contract: \$38,038,510	\$3,764,557	NASPO SVAR: \$14,292,905 Other software contract: \$51,829,369

Reference Information	Client Seven	Client Eight
Company Name	Nevada State Purchasing Division *Letter of reference also follows	Arizona Legislative Council (currently, also ADOT and Child Safety)
Type of Contract Product and Services Delivered	WSCA/NASPO ValuePoint SVAR Participating Addendum	WSCA/NASPO ValuePoint SVAR Participating Addendum
Contact Name, Mailing Address, Phone Number, Email Address	Marti Marsh 515 E. Musser St., Suite 300 Carson City, NV 89701 775-684-0180 mmarsh@admin.nv.gov	Steve West 1700 W. Washington Phoenix AZ 85007 602-690-4209 Swest@azleg.gov
Contract Start and End Date	June 3, 2011 – June 2, 2016	June 3, 2011 – June 2, 2016
Contract Value	\$2,500,000 / year	Varying spend at multiple AZ agencies during contract term

References From Other Statewide Software Contracts:

Reference Information	Client Nine	Client Ten	Client Eleven
Company Name	Virginia Information Technologies Agency (VITA)	State of New Jersey	State of Alabama
Type of Contract Product and Services Delivered	SHI is our Microsoft Large Account Reseller, they also have other contracts for PC's/ peripherals and Desktop Software	Software Reseller and Related Services	Statewide Software contract covering Microsoft, Adobe, Attachmate, VMware, Symantec, McAfee and Nuance
Contact Name, Mailing Address, Phone Number, Email Address	Gregory Searce VITA 11751 Meadowville Lane Chester VA 23836 804-416-6166 Gregory.Searce@vita.virginia.gov	Lynne Gash Contract Administrator 2 NJ Office of Information Technology 33 West State Street, 8th Floor Trenton, NJ 08625-0230 (609) 777-4121 Lynne.Gash@oit.nj.gov	Mason L. Tanaka Acting Director, Information Services Division State of Alabama Folsom Administration Building 64 North Union Street, Suite 200 Montgomery, AL 36130 (334) 353-7192 Mason.Tanaka@isd.alabama.gov
Contract Start and End Date	LAR contract (10/17/13 – 10/16/19) PC/Peripheral Contract (03/31/14 – 03/30/19) and Desktop Software Contract (04/01/14 – 03/31/19)	9/1/15 – 6/30/20	11/1/12 – 6/30/17
Contract Value	Microsoft LAR Contract value for FY15 (July 1, 2014 – June 30, 2015) = \$40,108,774 PC/Peripheral Contract value for FY15 = \$2,302,689 Desktop Software Contract value for FY15 = \$11,939,010	\$70M	Approximately \$17M / year

Below, we are including an additional Letter of Reference, which was provided by one of the current SVAR references listed above:



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

December 7, 2015

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

Reference for Bid Solicitation: ADSP016-00005829

The State of Nevada, Purchasing Division would like to submit this reference for SHI International Group.

We have been participating in this agreement with SHI since April, 2012 and in October, 2012 made the decision to single source our Microsoft Licensing Agreement to SHI as our designated channel partner. The knowledge possessed by the inside Microsoft Account team has been extremely helpful to all of our State agencies.

The customer service within SHI is first class; we are extremely pleased with their pricing, delivery and super-fast turnaround on quote requests. The timeliness in which SHI responds to our inquiries, requests for quotes or resolving customer issues is outstanding. The team is extremely knowledgeable and friendly. Our designated Account Manager is a delight to work with.

We are hopeful that our relationship with SHI will be able to continue through the next contract term.

Regards,

Marti Marsh

Marti Marsh
Purchasing Officer

4. Financial/Accounting Information and Disclosures

- 4.1 Offeror must provide evidence of financial stability and capability to fund all cost associated with providing the services through the term of the Contract. The latest two (2) years audited annual financial statement(s), including Total Revenue, Net Income, and Total Assets, must be submitted with the Offeror's Offer. If audited financial data is unavailable, explain in full the reason and provide latest non-audited financial information to include Balance Sheet, Income Statement, as well as, Statement of Cash flows and Change in Financial position. Include information to attest to the accuracy of the information provided.

SHI Response:

SHI is a privately owned, financially stable company that operates with no bank debt. In an economy when many companies are downsizing or even closing their doors, SHI remains financially sound and profitable. In fact, we continue to grow through expansion of our product and service offerings, increasing our regional offices, and growing our sales and internal support structure. With an expected \$7 Billion in sales for 2015, you can rest assured that SHI will support your needs today and well into the future.

Please see attached for SHI's audited financial statements for the past 2 years (ATTACHMENT A_Qualifications_SHI_Audited Financial Statements.pdf).

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

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

SHI Response:

SHI does not maintain accounts on behalf of others. There have been no irregularities in any SHI accounts.

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

SHI Response:

SHI does not have any conflicts of interest for this contract.

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

SHI Response:

No, SHI has never filed for bankruptcy or insolvency proceeding. SHI has not undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

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

SHI Response:

No, there are no past or pending SEC investigations involving SHI International Corp.

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

SHI Response:

SHI is not involved in open or pending litigation.

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

SHI Response:

SHI has never had a contract terminated for cause.



License Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order S325 5 7
Order date 5/ /2015
Customer Account 10237
Customer PO ADSP011-007500:35 9
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
ADSP011-007500:35 9/ evin Lawler
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States

Item No. Mfg Part No.	Description	Qty Ordered
277 9 79 P73-0 309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSP011-007500 Enrollment No.: 8A9181A5 Agreement No.: 7 111 Country of sage: SA	38

* This Is Not An Invoice *
Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Adobe

Adobe Systems Incorporated

345 Park Avenue

San Jose, CA 95110-2704

Phone: 408-536-6000

January 10, 2015

To whom it may concern,

This letter confirms that SHI is an Adobe authorized reseller in good standing with authorizations for Commercial, Government and Education customers.

SHI is authorized to resell Adobe's Desktop Products Worldwide.

Please direct any questions to Bob Seaman at Adobe Systems.

Thank you,

Bob Seaman

Bob Seaman

Adobe Channel Account Manager

516-270-3988

bseaman@adobe.com



Citrix Partner Authorization Letter

Americas

January 15, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873-4145
USA

To Whom It May Concern,

This letter is to confirm that SHI International Corp., Org ID 18272, of Somerset, NJ is a Large Account Reseller (LAR) and is authorized by Citrix to resell all Citrix Products as well as associated maintenance from January 1, 2015 through December 31, 2015.

Regards,

A handwritten signature in cursive script that reads "Donna Buffet".

Donna Buffet
Director, Americas Inside Channel and Operations
Citrix Systems, Inc.

Microsoft Corporation
Attn: Americas Operations Center
6100 Neil Road
Reno, NV 89511-1137



Date 11/18/2015

Re: Microsoft LSP Status Confirmation for the following sales opportunity:

State of Arizona

Microsoft Corporation North America Operations Center hereby confirms that SHI International Corp. is an authorized Licensing Solution Partner (LSP) as of the date above and is approved to provide Microsoft licensed offerings under the specific licensing programs within the specified territory or territories identified on their signed Program Designation Form(s).

We make no representation about the financial strength of SHI International Corp. and third parties should make their own enquiries before entering into business relations.

Regards,

Glenn Morris

Microsoft Sales Executive; National

Microsoft Corporation North American Operation Center



January 26, 2015

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

RE: Novell Partner Authorization Status

To Whom It May Concern:

This letter shall serve as confirmation that SHI International Corp. is an active Novell Gold Software Service Agent in the United States and Canada for all Novell/SUSE product lines.

Should you have any questions or need anything further, please feel free to contact me at (801) 861-1573.

Best Regards,

A handwritten signature in black ink, appearing to read "Kristy L. Tingler".

Kristy L. Tingler
Contract Negotiator
Contracts Department
Novell, Inc.



VMware, Inc.
3401 Hillview Avenue (877) 486-9273 main www.vmware.com
Palo Alto, CA 94304 (650) 427-5001 fax

January 7, 2015,

Re: Letter of Endorsement

To Whom It May Concern:

Please be advised that SHI is an active and compliant partner in VMware's Reseller Partner Program. SHI has been a member in good standing since 2006. SHI is allowed to resell all VMware products in all 50 states and Canada.

Please contact me directly if any additional information is required.
Contract documentation is reviewed by VMware's legal department if necessary.

Regards,

Daniel Brodeur

Senior Director of National Partners
VMware
4225 Naperville Road
Lisle IL, 60532

(630) 215-8529
dbrodeur@vmware.com



1/27/2015

SHI International Corp

290 Davidson Avenue

Somerset, New Jersey 08873

Subject: Confirmation of Symantec Partner Program Membership Enrollment

To Whom It May Concern,

This serves to confirm that SHI International Corp is a current member of the Symantec Partner Program (SPP) and has been since 1/2/2002.

SHI International Corp has met the membership requirements of a Symantec Platinum Partner tier partner, is in good standing, and holds the following Symantec Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

Archiving – Expert	Dynamic Storage and Continuity – Principal
Data Security – Expert	eDiscovery – Principal
Endpoint Security – Expert	Endpoint Management – Principal
Enterprise Backup and Recovery – Expert	Security Monitoring and Management – Principal
Gateway Security – Expert	
Mid-Market Backup and Recovery – Expert	
Mobility - Expert	

SHI International Corp has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and SHI International Corp, and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Thank you,

John Emard

Sr. Director, NAM Channel Operations & Programs

NAM Sales and Marketing Organization

Symantec Corporation

ATTACHMENT B

RESPONSE TO SCOPE OF WORK – METHODOLOGY

Provide a response to each item below, using attachments where necessary. Each narrative item response should demonstrate ability to satisfy the Scope of Work. Limit response to experience directly relevant to this solicitation. The narrative shall include a response to all elements state or referred to in each item. All information contained in the proposal shall be current and factual. Failure to provide complete and accurate responses to the following items may have a negative impact on the evaluation of the Offer.

Instructions:

All materials must be in electronic format that can be received in ProcureAZ (<https://procure.az.gov>), the State of Arizona's electronic procurement system.

- a. Responses should be comprehensive, but concise, addressing specifics with minimal extraneous information.
 - b. Responses should address the respective requirements set forth in SECTION 3: Scope of Work
 - c. Response to all questions, even if you answer is "Not Applicable".
 - d. Label your response "ATTACHMENT B_Methodology_*companyname*" and state the question number being addressed.
 - e. Narrative response is limited to twenty-five (25) pages. Any narrative response received in excess of the twenty-five (25) pages may not be considered to be a part of the proposal.
 - f. Additional attached information shall indicate the item number and heading being referenced as it appears below.
 - g. The above additional attached information should also include a header labeled, "ATTACHMENT B_Methodology_*companyname_name of additional information*"
 - h. Additional attached information is not included as part of the page total.
1. Offeror shall describe its overall approach to providing solicited services. Include how Offeror plans to meet or exceed requirements of the Scope of Work and Terms and Conditions.

SHI Response:

SHI has extensive experience administering Software Value Added Reseller contracts of this nature, and we are confident that we will meet and exceed the requirements of the Scope of Work and Terms and Conditions. In fact, SHI has enjoyed the opportunity to work with NASPO ValuePoint and the Participating States under the current SVAR contract, and we have taken pride in our ability to administer the agreement to the maximum benefit of the contract users.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each State, while also supporting each individual agency, city, county, township, school district and higher education institution.

Since SHI has supported the NASPO ValuePoint SVAR contract in the past, our implementation will be seamless. Not only have we already proven that we can meet and exceed the requirements, we are ready to do so immediately upon award of the new agreement as well.

Following are some of the steps that SHI takes to ensure the success of our current agreement and to maximize the value to the Participating Members. We will continue with these services for the term of the new contract and will continue to engage with both NASPO ValuePoint and the Participating States to identify areas where we can increase the value we provide.

Account Management & Training—SHI has already identified the members of the Account Teams who support the Participating States—including Account Executives, Inside Account Executives, and Inside Account Managers. The teams meet regularly to discuss the contract, to ensure everyone understands the terms and conditions, and to discuss areas in which SHI is offering, or can offer, additional services in support of the Participating States. Furthermore, SHI's Account Executives regularly meet with individual entities to discuss their purchase history and Volume Licensing

Agreements. We have established a Customer Business Review which is designed to inform agencies about their purchasing history and identify opportunities for consolidation or more efficient use of pricing agreements. We will continue to provide these services with the award of the new NASPO ValuePoint SVAR contract.

Upon award of this contract, SHI will provide training to educate contract users on the new agreement, including training on any new or updated individual State requirements. As appropriate, we will also hire additional Account Executives in Participating States to ensure appropriate coverage for all Government and Education entities. SHI's Account Executive(s) will meet with the State Procurement Office and/or Administration Office for each State to set the timeline for implementation of the new contract and Participating Addenda, and discuss specific procurement and policy initiatives designed by the State. Some examples may include topics such as: Centralized Procurement Policies and Dollar Values, State Specific Software Volume Licensing Agreements, Volume Licensing Key Codes, Enterprise Level Agreement and Bulk Purchases, Authorization Processes, Contract Document Signatories and Processes, Website Review and Discussion, Communication of SHI and the SHI Account Team, State IT Events and Tech Days. SHI's Account Executive(s) will also work directly with each State to ensure the completion of the updated website, and verify document procedures and policies for the SHI Inside Sales Team. SHI's Account Executive(s) will also meet with State Agencies, Cities, Counties and Municipalities to better understand their goals and objectives, purchasing policies, agreements established at the local level, volume licensing management and key code/order confirmation distribution policies. Of course, these will not just be one-time conversations, but rather ongoing communications.

Licensing Programs—SHI regularly reviews all Participating States' Software Volume Licensing Programs to ensure that they are all up to date, and to provide any necessary paperwork and/or procedures for transitioning any Volume Licensing Programs which will be new to SHI. The SHI Account Executives also hold meetings with the Software Publisher Representatives for each State to discuss the State's current and future business initiatives. SHI understands the importance of the relationship between the State, Publisher and Reseller, and we believe that open communication among all three parties is the best strategy to meet the needs of each State. Upon award of this contract, SHI will continue to provide these services and will schedule meetings with key Publishers and each State to discuss purchase history, program changes, and any current or upcoming promotions.

When SHI is involved in setting up a new Volume Licensing Agreement for any State, whether it is at the outset of a SVAR contract or anytime during the contract term, we perform extensive analysis to assist the State in understanding the different Volume Licensing Agreements available and the cost savings between the various Publisher Agreements. SHI invests time in educating each State on the various Software Volume Licensing Agreements, and then assisting the State with any Publisher paperwork necessary to implement the Agreements. SHI's Software Licensing Team is fully engaged with the Account Executive and the State Procurement Officer and Contract Administrator to ensure a smooth process with their Licensing Agreements and assist with the following:

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

Working with Current and New Vendors—SHI adds vendors and products to our databases every day. Our flexibility, breadth of offering, and willingness to evolve along with our customers' changing needs are unique strengths that SHI happily leverages for our customers. Upon award of the new contract, SHI will continue to work with each of the publishers named within Attachment C1 (Pricing Submission Sheet), as well as additional publishers not specifically named in Attachment C1, to make sure we are on the same page and ready to support the new agreement. And of course, we will also reach out to new vendors upon request of contract users, or when we identify new technologies that we believe contract users will want to be able to purchase.

We expect that the publishers will have varying policies and requirements for SHI and for the contract users. Some publishers have additional T's and C's that they will need contract users to review, and some even have their own

agreement for which they will require customer signature. Typically, our Contracts Specialists review the required terms and complete any paperwork that is required of SHI. We also help contract users to navigate through those processes for any paperwork or signatures that the publishers require of the customers. The members of each State's Account Team and SHI's Catalog Team then work together to add the products to the State's customized on-line product catalog.

Web Site—SHI will update the custom product catalog for each State according to the contracted pricing and the State requirements for product inclusion. SHI also offers training sessions and advertises the available training sessions to contract users.

Introductions & Marketing—SHI has a marketing plan for the contract to ensure maximum participation. The contract renewal is a good time to review the plan to make changes and improvements as needed. We will work with the individual states on appropriate timing, and appropriate venues for any face-to-face marketing initiatives. SHI's implementation / transition plan for the new contract provides for a smooth and seamless experience for the States included in the NASPO ValuePoint SVAR agreement, whether they are initial participants or opt to join the contract during the agreement term.

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

- SHI's CRM System has been uploaded with every public entity within each State. Each State's Account Executives establish a relationship with each purchasing agent/buyer and IT administrator within the organization and update our CRM so that we can verify that they have been reached. The SHI Account Executive discusses the contract with them and provides them with contact information, website information, and contract guidelines for working with SHI. SHI's Account Executives are proactive in their approach with our customers and prospects, and they regularly engage in on-site meetings and joint phone calls with our publisher representatives.
- SHI's Inside Sales Team members walk individual customers through our www.shi.com website where customers can create quotes, purchase items, obtain order status, and generate reports of their purchases.
- SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter, which contains helpful information on SHI's publishers, new products and promotions, changes to programs, and industry news.
- SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all available entities and discuss SHI's support plan and our partners' solutions.
- SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments.

Each of these elements come together to ensure that SHI meets or exceeds the requirements of the Scope of Work and Terms and Conditions.

Here is what one our customers has to say about her organization's experience working with SHI under the current NASPO SVAR agreement:

"...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and her inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."

- Jennifer Jensen, City of Scottsdale, Arizona

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

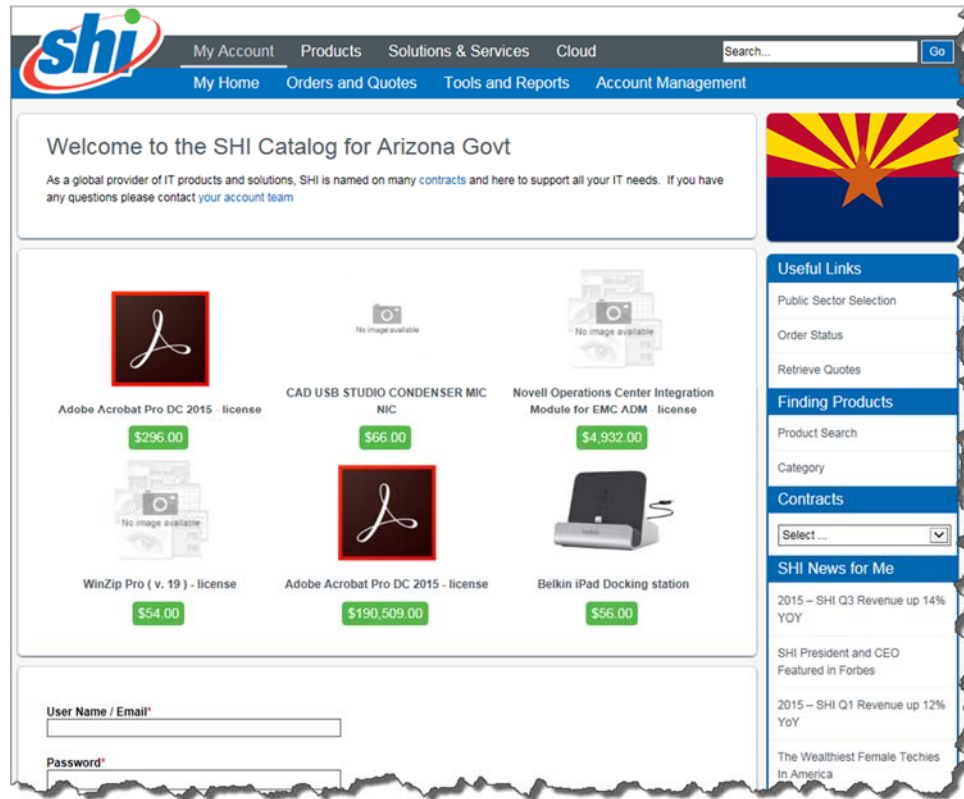
- 2.1 Home page appearance and information;

SHI Response:

The SHI.COM home page (www.publicsector.shidirect.com) provides news announcements, links to industry information, and links to the SHI Blog. Once the customer selects the proper vertical (government or education) and their State, they will see their customized home page, where SHI provides information specific to the State and the NASPO contract, including:

- Account team contact information
- News articles
- Customized product catalog
- Contract information
- Links to quotes, order status, and tracking details

SHI also offers the flexibility to create and post additional content that is specific to the NASPO ValuePoint SVAR contract, and/or to an individual Participating States' purchasing rules or preferences. An example welcome page is shown below:



2.2 On-line tutorials;

SHI Response:

SHI offers webinar tutorials for the navigation of our web site. In addition, the members of your Account Team and the SHI Web Administration Team are available to assist with navigation and any technical issues that may arise.

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

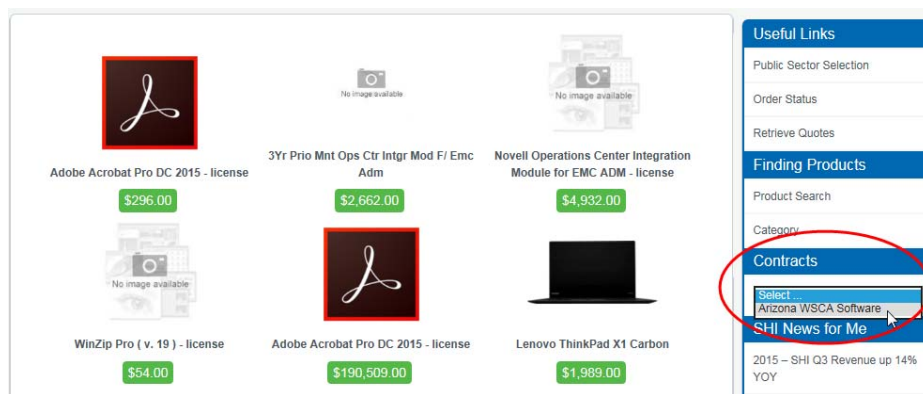
SHI Response:

SHI has created a customized product catalog to reflect the products and pricing under the NASPO ValuePoint SVAR agreement. With thousands of software publishers already available to NASPO ValuePoint SVAR customers within our master catalog, the updated catalog will be available – and robust – immediately upon implementation of the new contract. While the master catalog will be available to all Participating States, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs.

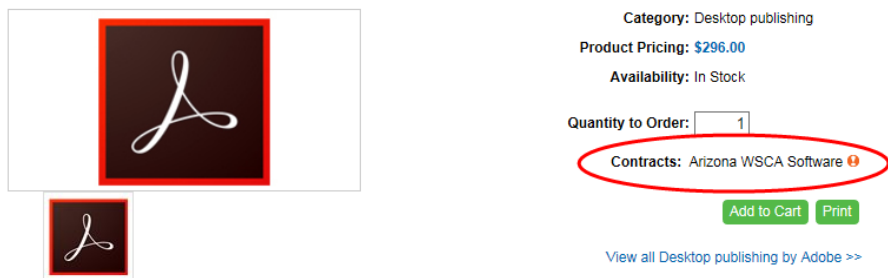
Upon award of the contract and throughout the term of our agreement, SHI updates the product catalog to reflect any product changes. Customers can search by keyword, then filter the search results by various criteria, such as:

- Contract
- Manufacturer
- Product Type
- Licensing Program
- Platform

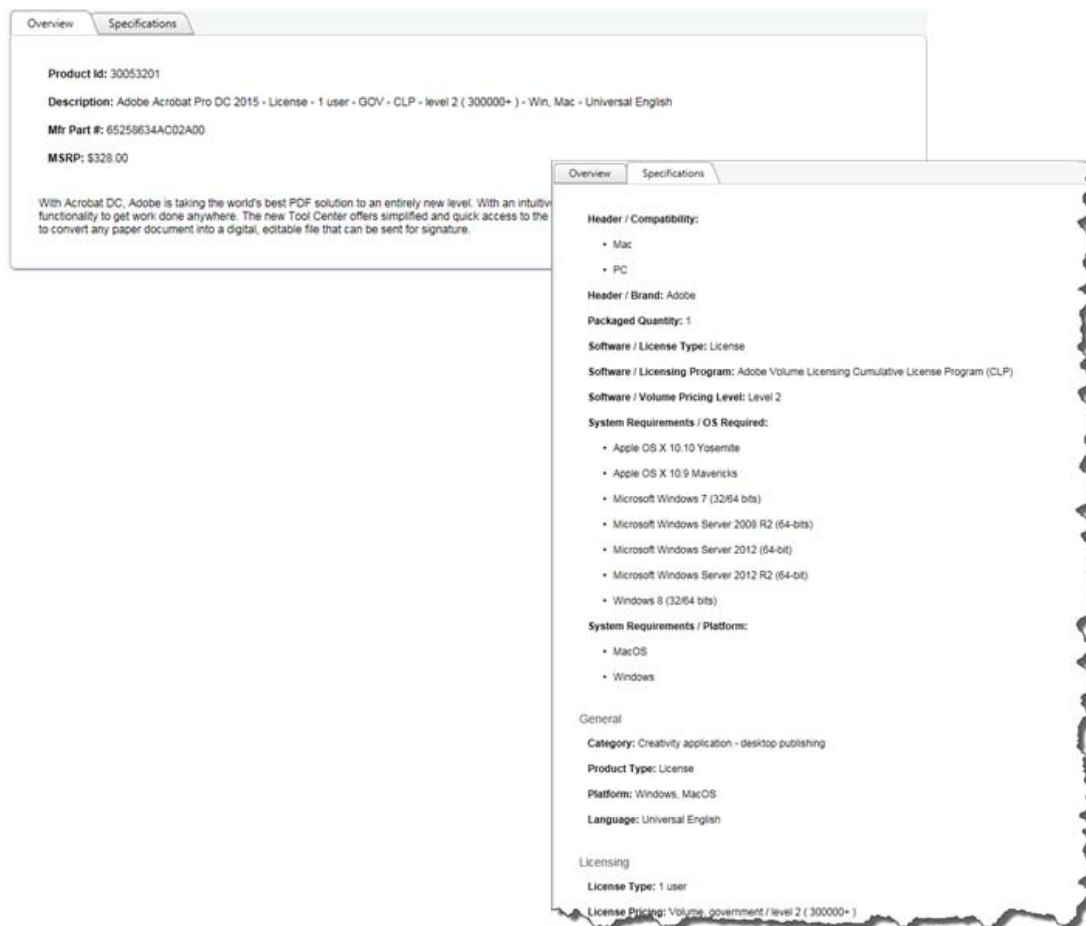
Some examples of searches are shown below:



Adobe Acrobat Pro DC 2015 - license



Within the product catalog, SHI provides detailed product specifications. Please see one such example below:



SHI Response:

SHI has created a website and custom catalog for our current NASPO ValuePoint SVAR contract. Upon award of this contract to SHI, we will work with NASPO ValuePoint and each Participating State to review the catalog and requirements for each State, and to make the appropriate updates.

As an example, following is a link to the current catalog for State of Arizona Government. Note that each Participating State has its own home page at SHI.COM. <http://www.publicsector.shidirect.com/slg/az>

In addition to the functionality described above, SHI's website also provides our customers with links to valuable information such as the SHI Blog, SHI Newsletters, and customer-specific Account Team contact information.

2.5 Downloadable standard reports. Include:

2.5.1 How information is controlled and sorted (e.g. what information LSCA can access);

SHI Response:

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire NASPO ValuePoint SVAR contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or for a Participating State that wants to understand statewide purchasing trends, or for the LSCA to review a comprehensive report of all NASPO ValuePoint SVAR purchases, the process to access that report is fast and intuitive.

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

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

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. Current SVAR customers find this custom capability helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account, as well as NASPO ValuePoint as a whole, to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

2.5.2 How state Procurement Officer can obtain purchasing profile for Users and volume in State;

SHI Response:

The State Procurement Officers will be granted a higher level of access, allowing them to run reports and view activity across authorized users.

2.5.3 How an individual User can obtain only their information.

SHI Response:

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

2.6 How website is monitored, kept current and accurate.

SHI Response:

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information and pricing, ensuring that contract users are always accessing the latest products and at the correct price.

3.
- Describe your Company's method for tracking software licenses and ensuring that Participating States receive timely notifications of renewals or are advised of volume agreement opportunities or vulnerabilities, etc.

SHI Response:

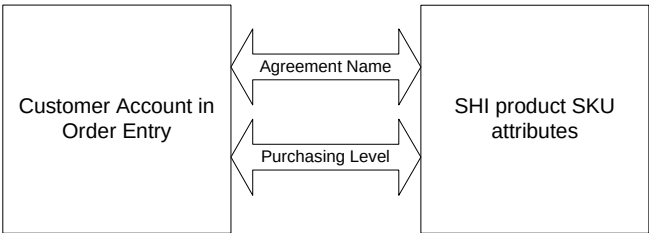
SHI has earned a reputation as the most effective license provider in the industry. Our software procurement consulting services and expertise, our license tracking and reporting capabilities, our robust Software Asset Management (SAM) tools, and our commitment to operational excellence all work together to make it easy for our customers to choose the licensing programs that are right for them, and to effectively manage those programs.

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

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

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

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



Once the order entry system has verified the data, it will present the IAM with the appropriate agreement and enrollment numbers for that customer. The IAM simply selects the correct agreement and enrollment, eliminating the opportunity for a

data entry error. In addition, the system will populate the appropriate price for the customer's purchasing level, again eliminating the possibility for invoice errors.

Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated, or non co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

3.1 The standard sort-able data fields established for these records.

SHI Response:

It is important to note that SHI not only collects the standard fields we need to process each order, but we also have the ability to collect customized data fields for each individual customer. The following are the standard data fields available, today:

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

3.2 The information tracked on behalf of Participating States.

SHI Response:

SHI makes all NASPO ValuePoint SVAR required reporting available by State to each Participating State, and we also have the ability to provide customized reports as requested by each Participating State. In addition to the standard fields described above, SHI also has the capability to collect customized data fields, which can be established at the NASPO ValuePoint Level, at the Participating State level, and/or per individual customer. We are pleased to offer both standard and customized reports to each Participating State, in addition to the overall NASPO contract reporting.

3.3 How reminders of significant dates or volume plateaus are triggered. Include how your Company, as a partner with the Participating State, communicates with the State to ensure no deadlines are missed or opportunities unexplored.

SHI Response:

SHI understands that it can be a challenge for organizations to proactively track all expiring IT maintenance and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations may rely on the publishers and manufacturers to provide renewal notification. SHI provides a more reliable solution: The Polaris Renewal Organizer (PRO). Available as a value add to SHI customers only, and at no additional cost, PRO compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Following is an example of what a customer can expect to see using the PRO Timeline:

- 4.2 Explain method of retaining back-up copies of Proof of License. State how quickly a duplicate copy can be provided.

SHI Response:

SHI maintains all purchase history data in our order entry system. At any time, we can re-send the license confirmation, the invoice, or a sell-through report to provide proof of license for a customer. In most cases, this duplicate copy may be provided within four business hours of the customer request.

- 4.3 Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a “True Up”).

SHI Response:

SHI is well-recognized in the industry for our reporting capabilities, and the Software Publishers whose products we offer accept SHI’s reports as proof of license. Our reports carry all of the information required by the SIIA and the Software Publishers to serve as proof of purchase—including the purchase date, the product number, description, and quantity. We will work with each contract user and the Software Publishers during times when licensing compliance must be demonstrated (e.g. during True-ups) to ensure that accurate licensing information is provided. Additionally, SHI can produce copies of invoices to support each report transaction, as needed.

5. Reports

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

SHI Response:

SHI offers a wide range of reports, both standard and custom. The following lists the standard fields that are available within a standard detailed report:

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

The descriptions below represent just some of the standard report formats that are available. Reports are available weekly, monthly, quarterly, or ad hoc. SHI does not charge for the reports we provide.

Sales History Reports

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

- ⇒ **Contract Invoice Detail** – details the purchases by contract number.
- ⇒ **Manufacturer Profile** – Summarizes purchases over the past 12 months by manufacturer name.
- ⇒ **Invoice Details** – provides detailed transactions and can be run for selected manufacturers or across all manufacturers. The report can detail each transaction or summarize the spend by part number.
- ⇒ **Spend by Customer, by State, or for all NASPO ValuePoint** – to put the right information in the right hands, each of the above reports can be pulled based on a specific organization, State, or across the entire contract.

Reports are available on-line to those customers who have the authorization level to run reports or can be requested through your Account Team.

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

- 5.2 Describe on-line, real time, reporting capabilities using established state website reports:
 - 5.2.1 Standard Reports. Provide sample reports.
 - 5.2.2 Reports that can be generated by the LSCA.
 - 5.2.3 Reports that can be generated by the Participating State. Provide sample reports.
 - 5.2.4 Reports that can be generated by the User agency. Provide sample reports.

SHI Response:

SHI provides an online tool for generating reports. The user's ability to run reports online is based on permissions assigned to the user names; therefore the LSCA, any authorized users within each Participating State, and any authorized users in the User Agencies will be permitted to run reports specific to their level of access. While the report options will be the same, the reporting results will be customized. In other words, the LSCA will be able to run reports based on purchases under the contract and across the Participating States. The authorized representatives within the Participating States and User Agencies will be able to run reports according to the level of data to which they have access (i.e. statewide or specific department/agency within the State).

SHI customers may access reports by requesting them from their Account Team or by running reports directly from our website. To run a report online, the user will simply select the report type and the date range for the report, and then the Email address or addresses for delivery of the report. In addition, the user may select the desired report format, i.e. Microsoft Excel, html, tab delimited text file, or fixed width text file. Once the form is complete, our server will run the report and send the Email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI has the ability to provide more than 25 different types of standard reports for customers, depending upon the type of information and level of detail that the customer wishes to see. Reporting information is viewable online or available as an export to a file (as described above).

SHI is including some Sample Reports as attachments to this document. Please note that the reports provided are just a few examples of our capabilities. Our reports are fully customizable to meet each of our customers' unique needs. Please see ATTACHMENT B_Methodology_SHI_Sample Reports.docx and ATTACHMENT B_Methodology_SHI_NASPO Contract Reporting.xlsx.

- 5.3 Address whether your Company is able to provide "Custom Reports" as an optional service to Participating States, should State determine to utilize this service? (See Section 3: Scope of Work, 3.7.3 Custom Reports)

SHI Response:

Yes, SHI is able to provide Custom Reports for any State which wishes to utilize this service. SHI fully understands NASPO ValuePoint's need for flexibility in reporting. In addition to the standard data we capture for each order, SHI also has the ability to capture custom fields as requested by our customers; these fields are customizable at the customer billing account level. SHI works with each Participating State and User Agency under the contract to understand their reporting needs and to ensure we are capturing the data required. Once the information is captured in our order entry system, it is available for inclusion on reports and invoices. SHI is already providing these types of custom reports to many NASPO ValuePoint SVAR contract users today, and we will also review these requirements upon award of contract and make any necessary changes or additions.

- 6. Describe how your Company works with a State and publisher to maximize the State's value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:
 - 6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements.

SHI Response:

SHI is proud to support the software licensing requirements of the Participating States today, and we look forward to continuing to provide this support under the new contract award. Our Account Executives are knowledgeable about and experienced with the Software Publisher Licensing Agreements, and our Software Licensing Department is staffed with specialists who are available to meet with our customers, to discuss their licensing requirements, and to review their options for meeting those requirements in the most advantageous way possible. SHI regularly works with each Participating State and each applicable Publisher to provide the following services:

- Review current agreements to assist the customers in understanding the terms and to ensure the licensing agreements meet the customers' current needs.
- Assist with allocation of licensing benefits (e.g. Microsoft SA benefits such as training days and the Home Use Program) to help customers achieve maximum value from each licensing agreement.
- Track license purchases, review purchase history, and discuss forecasts and future plans to identify current agreements that may be re-leveled, or additional agreements that may be of value.
- Recommend new volume licensing agreements or alternatives to the software Publishers on our customers' behalf, and proactively assist with negotiations, paperwork, and implementations.
- During Customer Business Review Meetings, SHI Account Executives review the customers' purchases to ensure they are on track with their license commitments and contract milestones, and to help customers plan and budget.

6.2 Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all State's.

SHI Response:

SHI understands that our customers, and especially our public sector customers, need to reduce costs, identify areas for savings, and ensure that they are achieving best value for their IT spend. SHI will continue to work with all of the Participating States and individual contract users to identify savings not only within each State, but across all NASPO ValuePoint participants, whenever possible.

SHI is not always the only source for a particular software title. However, we do possess a unique advantage in the industry. Our knowledgeable team members, long history with public sector customers, and top-level Publisher relationships all allow us to understand how to leverage our customers' cumulative purchase history and volume in order to better manage the Software Contracts, consolidate the spend, and identify areas for cost savings.

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

- o **Licensing**—Whenever possible, the SHI Account Team provides quotes for licenses, rather than shrink-wrap software; licensing options can offer tremendous savings over shrink-wrap. Even within licensing programs, there are often additional nuances to consider. For example:

Transactional Licensing Programs — These types of licensing programs can offer significant savings to customers who purchase in large quantities, but who are not able to make a contractual commitment or forecast buying estimates. These license programs usually require a first time buy-in (sometimes as few as 1-5 licenses will qualify), which sets the discount level. The terms and conditions will vary by publisher, but whenever a purchase is eligible for these discounts, the SHI Inside Account Managers will provide the information to the customer at the time of quote. The SHI Account Executives will also identify these types of opportunities during meetings with each Participating State, to provide additional visibility to savings opportunities.

Contractual Licensing Programs—SHI Account Executives regularly make recommendations for contractual licensing programs after reviewing each customer's, and each State's, purchase history. These opportunities cannot usually be identified based on single quotes; instead the AE uses SHI's comprehensive purchase history reports to monitor each customer's purchases over time. The SHI AE not only reviews one-off purchases to identify opportunities for new Volume License Agreements, but also reviews all purchases under existing agreements and makes recommendations for when a customer should be negotiating for higher discount levels and/or better terms.

- o **Discount for shrink-wrap**—If a particular customer has purchased and/or will purchase a single product in large volume, but the software publisher does not offer a licensing program, that customer still may be able to receive a

better discount. In these cases, SHI Account Executives work with the publisher and the contract user to forecast volumes and to negotiate pricing on those forecasts. The publisher may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by that contract user and that reflects the additional discount. In another scenario, the publisher may require a one-time volume buy-in. In this case, SHI can hold the inventory in our warehouse and ship the product on an as-need basis to the customer site. Again, these products would be inventoried under a State-specific SKU, so no other customer can purchase that inventory.

- o **One-off Price Discounts**—SHI is experienced at negotiating one-off price discounts based on volume on a case-by-case basis. When your SHI sales team receives an inquiry for a large quantity of products, the team will make every effort to negotiate an additional discount with the software publisher. SHI will then pass this additional discount through to the State.
- o **License Re-deployment**—SHI has a tool that makes it easy to hold licenses in “virtual inventory” and then re-deploy them within the organization. This way, licenses owned by a particular group or business unit within an agency that are no longer required can be re-assigned to another business unit that needs them (subject to publisher licensing rights), thus eliminating the need to purchase those licenses again. At times SHI charges a nominal fee for this service; however the customer recognizes significant savings over procuring a net new license.

Depending upon the needs of the Participating States and the flexibility of the publishers’ programs, each of the cost savings opportunities mentioned above may be able to be applied at the individual customer level, the State level, or even for all NASPO ValuePoint participants. SHI’s detailed reporting and regular review of spend give us the visibility and information needed to work with software publishers on your behalf and to create the most possible savings opportunities.

6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.

SHI Response:

SHI communicates regularly and at the executive level with the industry’s top software publishers, and they respect the knowledge and perspective that SHI is able to offer. SHI is well-known for our active participation in contracts such as the NASPO ValuePoint SVAR contract, and for our ability to advocate on our customers’ behalf for advantageous pricing and terms under a contract of this nature. With our performance under the current SVAR contract, we have already laid the groundwork for this type of leverage within the software publisher community.

As one example, in 2014 SHI worked very closely with the state of Alaska and with Adobe to build out a customized Adobe Enterprise Agreement, otherwise known as an ETLA. The project required a huge effort by all three parties consisting of much analysis and a series of meetings over an extended period of time. All of these efforts ultimately allowed the state to recognize a huge return on their investment, resulting in substantial cost savings as well as providing a significant reduction in administrative cost. The cost savings became evident to the State when they realized that they would be able to leverage their bulk, cumulative spend to qualify for a custom deeply discounted Enterprise Agreement. This new Enterprise Agreement provided the State with pricing that was locked in over a multi-year term, and available to all departments regardless of their individual size or spend level. Administratively, this agreement was also very beneficial to the State because they were able to eliminate the challenges of managing multiple disparate one-off software and maintenance purchases, and instead transition to streamlined and consolidated annual payments. SHI worked with the State to provide custom invoices to each individual state department to ensure that their individual allocations of the Enterprise Agreement were appropriately distributed so that each agency could accurately plan and budget for this expenditure, which ultimately benefited the departments by turning an unpredictable capital cost into consistent and structured operational costs. This agreement allowed the State to achieve clear and substantial cost savings, while also ensuring access to the latest and greatest Adobe products and support.

SHI has engaged in similar efforts with Adobe in other current Participating States as well, and our efforts have been so successful that we are continuing to roll out this formula in additional States as well. And of course, this is just one example of our partnership with one publisher. We have achieved these types of successes across all Participating States, and for a wide range of software publishers. In short, SHI has the people, the processes, the licensing expertise, the industry credibility, and the desire to help all NASPO ValuePoint SVAR participants to access better licensing options and achieve greater savings than they would have otherwise been able to accomplish.

6.4 Working with State and publisher to obtain the best quote on a high volume purchase.

SHI Response:

SHI regularly works with our customers and our publisher partners to obtain the best quote on a high volume purchase. At times, the customer brings it to our attention that they are planning a large buy. At other times, we notice a trend of increased spend for a particular publisher or product and we bring it to our customers' attention. In either case, we proactively work with our internal licensing and purchasing teams, the publishers, and if applicable the publishers' authorized distributors to determine all options for the most economical purchase.

One recent example occurred when the SHI Account Executive working with the State of Montana noticed a trend where there were multiple agencies within the State who were inquiring about a certain software publisher, Varonis, at around the same time. Rather than just providing standard pricing and looking at each opportunity individually, the SHI Account Executive took the opportunity to introduce the Varonis sales representative to the Montana State Contract Officer to initiate a conversation around volume savings. Working closely with Varonis and the State, SHI was able to help negotiate a set discounted price based on the forecasted cumulative spend of all departments, so that all departments could purchase independently at their discretion but benefit from the volume of all departments' purchases.

6.5 If, and how, your Company uses historical purchase information to provide targeted assistance to State.

SHI Response:

Yes, SHI absolutely uses historical purchase information to provide targeted assistance to the State and to each contract user. As one example of how we put this into practice, SHI Account Executives work with each State to establish a schedule for Customer Business Review meetings, typically held quarterly. While these meetings can cover a wide range of topics, including goals, SHI services, emerging technologies, and impending licensing changes, SHI Account Executives also share information regarding spend with SHI in order to identify additional areas for cost savings and provide targeted assistance to each Participating State. During this business review meeting, SHI provides customizable reports in detail and summary formats, to help customers analyze their software spend and identify potential areas for savings. SHI also provides a "dashboard" view of a customer's purchase history with SHI.

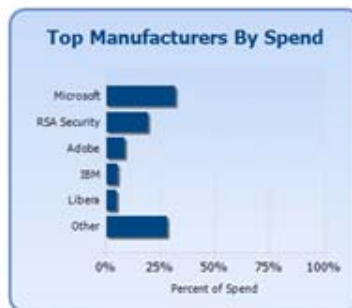
SHI is including a Sample Customer Business Summary on the page which follows.



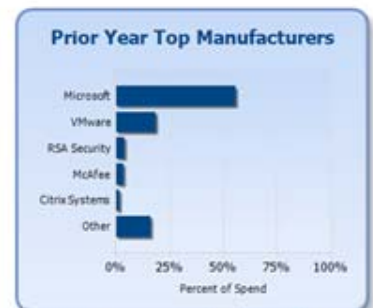
Summary	
# of Customer PO's Invoiced in Period	208
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	83
Total Spend:	4,122,899



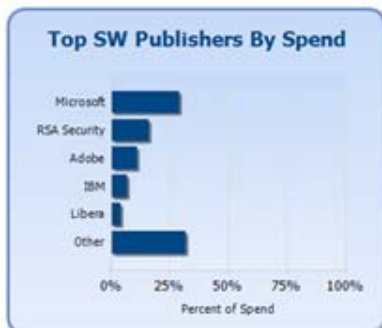
Product Type	Revenue	% Spend
Software	3,202,104.73	77.66%
Service	883,359.00	21.42%
Hardware	37,435.00	0.90%



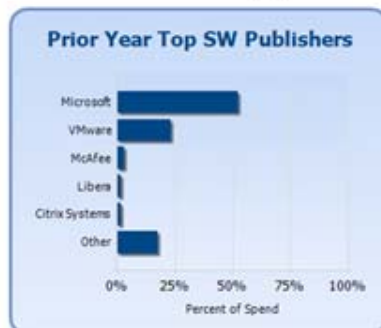
Manufacturer	Revenue	% Spend
Microsoft	1,329,249.06	32.24%
RSA Security	798,753.00	19.37%
Adobe	366,328.00	8.88%
IBM	245,778.00	5.96%
Libera	220,933.00	5.35%
Other	1,161,857.67	28.20%



Manufacturer	Revenue	% Spend
Microsoft	5,286,831.24	55.76%
VMware	1,763,506.64	18.60%
RSA Security	396,860.00	4.18%
McAfee	340,768.00	3.59%
Citrix Systems	164,102.00	1.73%
Other	1,528,206.45	16.14%



Manufacturer	Revenue	% Spend
Microsoft	930,272.06	29.05%
RSA Security	517,072.00	16.14%
Adobe	366,328.00	11.44%
IBM	233,902.00	7.30%
Libera	136,924.00	4.27%
Other	1,017,606.67	31.80%



Manufacturer	Revenue	% Spend
Microsoft	3,990,028.24	52.31%
VMware	1,763,506.64	23.12%
McAfee	256,500.00	3.36%
Libera	134,424.00	1.76%
Citrix Systems	133,050.00	1.74%
Other		

Top Products by Spend

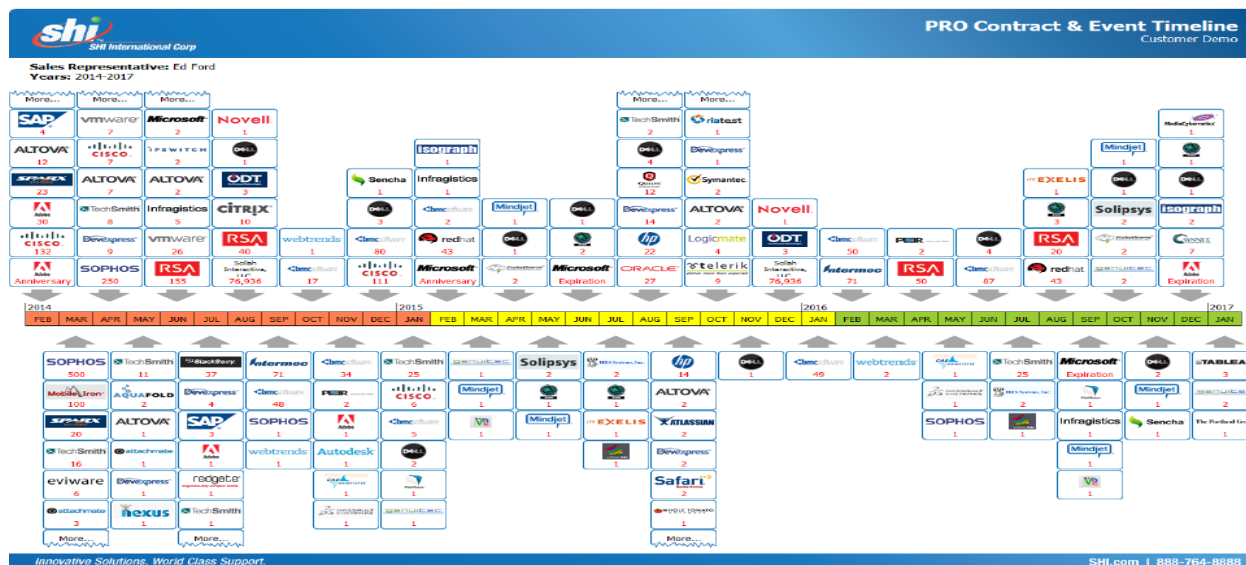
Manufacturer	Manufacturer Part #	Description	Qty	Revenue	% Spend
Microsoft	U7S-00008	Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - GOV - EA Subscription - All Languages	8,500	\$X,XXX,XXX	31.17%
Microsoft	NPN-MICRO-PREMI	Microsoft Premier Support Services	1	\$XXX,XXX	8.69%
Adobe	1st Term Year	12month Term License and M&S for 2 CPU's of LiveCycle Forms, Output, PDF Generator,	1	\$XXX,XXX	8.04%
RSA Security	PS_CUS_ARC_RSDNT	Hours of Archer Professional Services Resources to do the Architecture, Design & Implementation	1,198	\$XXX,XXX	6.45%
Microsoft	USJ-00028	Microsoft Enterprise CAL Suite Bridge for Office 365 - Step-up license & software assurance - 1 user CAL - upgrade from Core CAL Suite Bridge for Office 365 - Enterprise - Win - All Languages	8,500	\$XXX,XXX	4.53%

6.6. How maintenance support is to be made available.

SHI Response:

All maintenance support available through SHI from the Software Publishers is included within SHI's product catalog. Depending upon the publisher, the maintenance support may be bundled with the license or may be purchased separately. When a customer has questions about how to purchase the maintenance support or what is covered in the purchase, SHI's Inside Account Managers understand these programs and provide assistance.

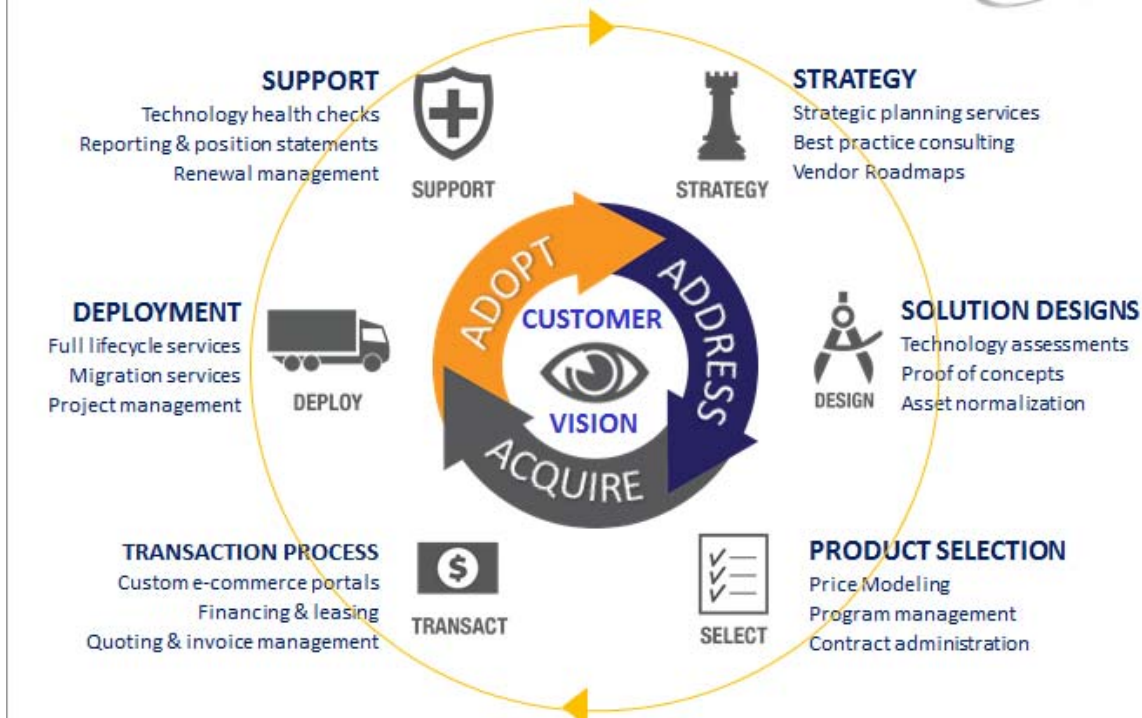
SHI then tracks the maintenance purchase in our order entry system. In addition to the standard information captured for all purchases, SHI captures the maintenance expiration date. SHI uses this information to provide the renewal timeline on SHI.COM and renewal reports. The following is a sample of the renewal timeline:



6.7 Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.

SHI Response:

At SHI, we understand that purchasing the right products at the right price is important, and of course we strive to assist our customers with selecting the best products to address their needs and helping them to acquire those products efficiently and economically. But we understand the customer's experience with their products doesn't end there, and so our involvement doesn't end there either. In order to help our customers to truly achieve best value from their IT spend, we want to support our customers in fully adopting that technology as well. As depicted on the graphic below, each of these elements are critical to understanding our customers' vision and helping them obtain best value. We regularly assist NASPO ValuePoint customers with their installation and use of products by ensuring that they receive any necessary key codes and licensing and installation information, and we also help our customers to engage with our publisher partners to discuss relevant Case Studies and best practices for product use. For customers who require additional assistance for complex use cases, SHI also provides additional fee-based services for deployment and support.



SHI strives to help our customers achieve best value from all their software purchases. Toward that end:

- SHI provides pre-sales support teams to assist our customers with their licensing strategy and the design of the solutions that address their specific needs. SHI remains vendor agnostic in our pre-sales support, ensuring the customer is always receiving the solution that best meets their needs, rather than the needs of an individual Publisher.
- SHI's teams are available to assist with the selection of the product, licensing models, and the transaction process. In most cases, the software is available for download directly from the Publishers' web sites. SHI's Software & Licensing Specialists are available to assist customers through the process and navigating the Publisher sites.
- SHI supports our customers initiatives around deployment planning, product training (classroom or computer based), and post-sales support options. Many of these services are fee-based and the SHI Account Executive will assist the customer with understanding their options.

7 A significant aspect of this service is to be Value-Added Services.

7.1 Describe how your company handles the complexities related to enterprise license agreements (e.g. Microsoft EA, Adobe CLP, etc.). Include how you assist customers (especially first time customers) through this process to ensure they are comfortable moving forward, and are knowledgeable about the agreements once they are complete?

SHI Response:

As described throughout this proposal, SHI has many resources in place to ease the burden many organizations face in the management of the varying requirements of the Publisher's Volume License Agreements. SHI understands that there is much more involved in successfully implementing a Volume Program than just signing the contract. Each publisher has a different set of terms, conditions and requirements, which can leave a customer with the burden and expense of putting resources in place to manage their license programs. SHI offers resources to relieve our customers of that burden and expense.

SHI's goal is to allow our customers to realize the benefits and cost savings from software license agreements without having to change their internal processes and/or workflow. SHI helps our customers to compile information from any pre-existing license agreements, along with the requirements of any new license programs, to establish a single source of information and minimize your license tracking requirements. SHI also helps our customers to integrate the requirements of the

Publisher's Licensing Agreements with their existing procurement process to maximize the benefits.

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

Assisting Customers Through this Complex Process—The SHI Account Executives have the expertise, the public sector experience, and the internal resources necessary to evaluate a customer's existing system and application environment to provide an analysis of their licensing options. SHI Account Executives work closely with the Participating States to understand standards and future direction, with an emphasis on leveraging your existing install base, future rollouts, and competitive upgrades and maintenance. These efforts, combined with realistic forecasts, assist each customer with comparing the various options available and the savings realized by executing the identified Volume License Agreement.

Our Licensing Department is staffed with manufacturer-dedicated and certified experts who are available to assist the Account Executives in recommending and supporting their customers' licensing agreements. They work closely with our software partners to understand the ins and outs of their complex volume licensing agreements, to ensure that SHI has the most up-to-date information available, and to distribute this information to SHI's sales force. SHI Licensing Representatives are responsible for reporting the customers' purchases to the manufacturer within the timeframe and format required. These representatives are available to assist the members of the SHI Account Team and SHI customers with questions regarding software Volume Licensing Agreements. **To give you an idea of the breadth of experience within our Licensing Department, we are providing a list of licensing resources available to support this contract as an attachment to this document (ATTACHMENT B_Methodology_SHI_Software and Licensing Team.xlsx).**

In short, SHI understands that enterprise licensing agreements can be quite complex – but these agreements also provide significant benefits in terms of cost savings and reduced administration costs. The SHI Account Team endeavors to simplify the process for our customers, while ensuring that they receive maximum benefits from the agreements.

- 7.2 Describe how your company handles transitioning a group of customers from an account manager with whom they have built a relationship to an account manager who is new to them?

SHI Response:

There are two types of scenarios in which we would need to transition a group of customers from an account manager with whom they built a relationship to an account manager who is new to them:

One scenario is if SHI has earned a new contract, and we helping a customer to transition to SHI from another reseller. SHI has a great deal of successful experience transitioning customers to our organization, and we have an implementation plan that will make the process as seamless as possible. SHI had the opportunity to work with a large number of NASPO ValuePoint SVAR customers to transition them to SHI when the term of the current SVAR contract first began. Any of our current SVAR references could provide input on their experience with this transition. And because we already have accounts and ordering processes established with these customers, the implementation of the new contract will be seamless.

Another scenario during which SHI would need to transition customers to a new account manager would be for current SHI customers who are transitioning from one SHI Account Executive to a new SHI Account Executive. Because the tenure of SHI's field sales team is so high, we do not have much turnover. Most current NASPO ValuePoint SVAR customers have worked with the same SHI Field Account Executive throughout the contract term. However, we do occasionally need to transition a customer. At times, we add new members to our sales team to ensure that our current team members maintain enough bandwidth to serve our customers proactively, and this sometimes requires a transition.

One way that we ensure a smooth transition is by providing our customers an Account Team approach. Our customers at SHI have access to both a field Account Executive and an Inside Sales team. There are multiple people who are familiar with each customer and understand the customer's needs and processes. We also document our customers' needs within our internal systems. These things ensure continuity during absences and vacations, as well as at a time of transition.

Regardless for the reason for the transition, there are steps we take to ensure that process is smooth:

- 1) Hold an introductory meeting to understand the key contacts/roles within the customer and how they are organized
- 2) Introduce SHI key contacts – inside and outside team and ensure customer has up to date contact information and understands who to contact for specific requests
- 3) Discuss current processes and best practices
- 4) Understand the customer's goals and vision, and what are they trying to accomplish in the next 3-5 years so we can begin (or continue) to bring appropriate solutions together
- 5) Conduct ongoing health checks to ensure that the customer is getting the best service and gaining efficiencies where possible

Here is what one current SVAR customer has to say about his organization's experience when transitioning to SHI from a previous reseller:

"In September 2011, the City of Phoenix adopted the State of Arizona Software Value Added Reseller contract with SHI. Thanks to the hard work by the account manager and her inside sales team, the transition from the previous supplier to SHI was seamless. SHI has been a great partner to the City during the last four years."

- Larry Jue, Senior Buyer, City of Phoenix

7.2.1 How do you ensure that all of the customers' needs are met?

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular communication with our customers. SHI Account Executives meet with the Participating States and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

SHI encourages and actively solicits customer feedback. Our Director of Quality collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under the current NASPO ValuePoint SVAR agreement. SHI holds the most Participating Addenda and has achieved the most volume under the contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.

Here is what one SHI customer has to say about SHI's ability to meet his organization's needs under the current SVAR contract:

"I am writing this letter to recommend SHI as a value added reseller of Software for the State of Arizona. I worked as an IT infrastructure manager for the Department of Corrections for six years and have been working at the City of Phoenix the past three years. I can attest that during my career in Information Technology I have never worked with a vendor that was more responsive and provided better customer service than SHI. When a quote was needed for software, SHI always provided timely service and never left us waiting. In addition SHI would contact and meet with our teams to make sure the needs of our organization were being met. When help was needed reconciling licensing SHI was accommodating and quick to help by providing useful reports. SHI is a great resource and truly an exceptional partner. I wholeheartedly recommend their services."

-John Ryan, City of Phoenix Information Technology Services

7.2.2 How do you ensure the new account manager is given the resources necessary to be successful in the new role?

SHI Response:

SHI understands how important it is for our customers to receive support from a representative who has the proper training and resources to best serve you. At SHI, the Account Executives who support the Participating States are solely dedicated to supporting Public Sector customers, and each has access to a wealth of resources within SHI and our publisher community. SHI Account Executives have the training, knowledge, experience, and resources needed to support the unique needs of government and education accounts. SHI offers on-going training to the members of the Account Teams in order to ensure we are providing the highest level of customer service to all of our customers. We describe our initial and ongoing training below.

SHI Account Executives –

Initial Training

All new SHI Account Executives are brought to our headquarters in Somerset, NJ for an orientation. During this time, the Account Executives meet the support personnel who are available to assist them in supporting the customers' requirements, and they learn the tools that SHI provides for supporting customers, such as quoting tools, catalog management, e-procurement, etc. In addition, the Account Executive learns detailed information about SHI's mission, our unique capabilities, and the services that we provide. Each Account Executive is supported by a Regional Director who works exclusively with Public Sector and has significant experience with Public Sector contracts.

On-going Training

- Annually, SHI holds a sales conference and all Account Executives are required to attend. During this time, the Account Executives receive refresher training and learn the new tools and services that SHI will be introducing. At this event, we also hold orientation sessions with key publisher partners, who provide product and program training, so the Account Executives have a current understanding of the products they sell.
- SHI Account Teams also attend quarterly Regional Huddles, and monthly Regional Team Calls, to ensure that we are staying up to date and sharing new ideas and best practices across all States.
- Bi-Weekly Public Sector Conference Calls—All Account Executives attend a conference call twice per month. One call is vertical-specific (i.e. State and Local, Higher Education or K-12) to help our sales team to best address the needs specific to each customer's market, and the other is a general Public Sector call where they learn the latest about Publisher programs and products as well as being updated on internal SHI resources that have been added or changed.
- Web Conferences—as needed, our manufacturer partners or SHI's Product Champions will host an internal web conference to train our representatives on their products, procurement programs, new releases and upgrades, and their technology.

7.3 Describe the training available regarding the use of this contract and how to obtain best value from it, other than on-line tutorials.

SHI Response:

SHI is proud to be a NASPO ValuePoint SVAR contract holder, and we have the privilege of working with many Participating States currently. We understand the value of this contract and the importance of supporting the current contract users, as well as bringing on new participants. Whether a customer is new to the contract, or a long-time participant, SHI offers various methods to educate our customers on the use of this contract and how to obtain best value from it.

SHI understands the importance of providing ongoing training and communication to both Participating States and individual contract users in order to successfully support the NASPO ValuePoint SVAR contract. To bring our customers value and savings under the contract, we must maximize the usage of the contract and ensure it is used effectively. We provide a variety of training and communication vehicles at no cost to the customers.

- **Webinars**—SHI has had tremendous success hosting web-seminars for our customers. The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the SHI Product Champions and/or the SHI Licensing Executives.
- **Licensing Training**—The SHI Licensing Executives are available for both on-site and web conference training

sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, true-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to departments and agencies.

- **Web Site Training**—The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

- 7.4 Explain what unique Value-Added services your Company will make available under a resultant contract. State whether they are to be provided at no cost. If there are costs, identify these costs on the applicable Pricing Sheet in the Cost Section.

SHI Response:

SHI offers a wide range of value-added services to help you get the most value out of your software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Throughout this proposal, we have described many types of services that we will make available to NASPO ValuePoint and to each Participating State. Below, we would like to highlight a few additional services which our customers find especially valuable. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Value-Added Service	Description	Free or Fee-Based
Software Expertise and Advice	SHI's dedicated Public Sector sales team has the experience and resources to provide our customers with the information and advice they need to make the right decisions for their software spend. Our expertise and advice allow our customers to save money and to achieve best value from their purchases.	Free
Pre-Sales Support-Licensing Team	The members of SHI's Software Licensing Team provide support around our customers' licensing needs, ensuring they are maximizing the benefits of their volume license agreements.	Free
Contract Training and Education, and Customer Business Reviews	The range of software options can be complex and overwhelming, and the available products and buying alternatives change frequently. SHI provides initial and ongoing training and communications to help our customers to use the contract effectively and make smart choices for their software spend.	Free
Negotiation Assistance	SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our unparalleled experience with Public Sector customers gives us keen insight into the range of available software options for customers across the country. We leverage these things to help our customers negotiate favorable pricing and terms.	Free
License Tracking and Reporting, and Renewals Management	SHI's involvement does not end when we process a software transaction. We partner with our customers throughout the contract term to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance.	Free
FinePrint	Through SHI's Fine Print Service, our customers can review a set of publicly available EULAs on our web site (from www.shi.com , click on: My Account > Tools and Reports > Fine Print). Fine Print is a contract management and indexing system that organizes agreements by separating contract text into standardized clause types and Identifies which terms apply to various products and use cases, and then organizes the data into an easy to find format.	Free

Software Solutions Services	Our Solutions team will help you to identify the right software tools and technology, and then (if desired) execute the implementation of in-scope services so that you can focus on your business. Our services help accelerate your time to productivity and value – so that you can deliver results to your organization sooner.	Free or fee-based, depending upon the scope of the requirements
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8. Explain how your Company will:

8.1 Retain publisher certification levels and improve on them.

SHI Response:

SHI is a top tier reseller for the publishers included within this RFP. We have met or exceeded the publishers' certification requirements during the current SVAR term, and we will continue to do so over the term of the next agreement as well. As evidence of our certifications and commitment to partnering with the publisher community in support of the SVAR agreement, SHI is providing letters of authorization for the key itemized publishers (**ATTACHMENT B_Methodology_SHI_Letters of Authorization.pdf**), a listing of SHI's major Publishers and our authorization/certification level with each (**ATTACHMENT B_Methodology_SHI_Reseller Certification.docx**), as well as a sample report of publishers represented under the contract over the last calendar quarter of the contract (**ATTACHMENT B_Methodology_SHI_Represented Publishers.xlsx**). SHI's product catalog contains a vast number of Software Publishers and Hardware Manufacturers—more than 15,000 at present time. We would be pleased to provide you with information regarding our authorization level and capabilities around any publisher you request.

8.2 Work to reduce costs to obtain publisher products?

SHI Response:

SHI has earned top-tier status with the major software publishers, which means that we have access to highly discounted pricing levels. In addition, we regularly communicate with our customers and with our publisher partners to identify opportunities for even further savings. Here are just a few ways in which we regularly reduce costs and save our customers money for their software needs:

- Review purchasing alternatives such as subscription vs. perpetual, and on-prem vs. SaaS, to help our customers identify potential cost savings
- Request special pricing for Government or Education customers – sometimes reduced costs are available for customers once SHI demonstrates their Public Sector status
- Monitor promotions and temporary discounts, and help our customers to time their purchases so that they can take advantage of these cost savings
- Track customer spending and trends, and proactively work with publishers to negotiate volume discounts based on transactions and/or cumulative spend
- Understand, analyze, and present our customers with Volume License Agreement options which will reduce costs
- Leverage our license tracking and reporting to help our customers understand the quantities in which they need to purchase; often customers spend more than they need to in order to be sure of compliance, and we can help reduce costs by verifying proper licensing
- With the visibility of our PRO timeline for renewal management, SHI can identify opportunities to consolidate and co-term purchases to reduce customers' costs

8.3 How does your Company respond to customer complaints and service issues?

SHI Response:

SHI is committed to providing high quality customer service and support. The Account Teams are available during normal business hours, with emergency coverage also provided by the Account Executives and the Regional Directors.

By empowering the Account Teams to manage all aspects of customer service and to resolve issues, SHI provides a simple,

streamlined, and effective escalation path. Most issues are resolved without the need for escalation outside the Account Team. However, all members of the SHI team will welcome escalation and feedback at any time.

8.4 What is your Company's escalation process?

SHI Response:

Customers are invited to engage any member of the SHI team to escalate a concern. When a customer is looking for guidance on the best way to escalate a potential concern, our recommended escalation process is as follows.

Escalation Point	Responsibilities	Response Time
Inside Account Managers	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executives	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager	Responsible for the management of the daily activities of the Inside Account Managers	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director of Inside Sales	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution
Senior Director of Public Sector Sales	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution

9. Problem Resolution

- 9.1 **Scenario 1:** Describe at least one recent situation where your Company made a major error that resulted in dire consequences for a customer. Detail the error and what changes your Company has made to avoid repeating the error in the future. In this situation, the problem is not solved in time to take care of the customer, and the customer is likely lost.

SHI Response:

In 2012, SHI had the opportunity to work with Citizens Property Insurance in Florida for various projects, including their HP needs. SHI made an error in our shipping and actually sent a number of products earlier than the customer had anticipated. This disrupted the operations of Citizens Property Insurance so significantly that they decided to move their HP business away from SHI. This proved to be an important learning experience for SHI, because we discovered that at that time we were not familiar enough with this customer's mission, or aware enough of the tight timeframe in which they needed to operate.

Citizens Property Insurance deals with disasters in the State of Florida, and their business is highly cyclical and yet very difficult to predict. Some aspects of their operation lie dormant during parts of the year, but require substantial resources at other parts of the year, such as during hurricane season. As a result, they require vendor responses to be extremely fast, and they need access to product deliveries in a very narrow window of time. For example, they may expand their organization by 1,300 or 1,400 temporary staff members during times of hurricane activity. They need any IT deliveries for that supplemental staff to be delivered on time – not too late and (as we learned) not too early.

SHI has made a couple significant advancements in our mindset and our approach since we encountered this challenge in 2012. One advancement is that we now make it a priority, organization-wide, to better understand our customers' missions. SHI has always taken pride in our transactional efficiency, but we recognize that providing best value to our customers means so much more than just delivering products quickly or at the lowest cost.

Another advancement that we have made is in our ability to better customize a customer's experience to help them realize the most benefits from their partnership with SHI. For Citizens Property Insurance, we realized that the nature of their business means they

simply cannot afford any surprises in their order and delivery schedule. In certain situations like this, we now have the ability to assign a project manager to closely manage all details of the customer's experience working with SHI. We are currently in the process of designing a custom solution to offer Citizens Property Insurance that will include a project manager, and – depending on volume – perhaps a full-time SHI representative who will be based on-site at the customer location. We are hopeful that, with these changes in mindset and approach, we will have another opportunity in the future to work with Citizens Property Insurance for their HP needs.

With the volume of business that SHI handles, there are times when errors or misunderstandings occur. We make every effort to maintain a very low rate of errors and to act quickly when an error does occur. While SHI never wants to lose the opportunity to serve a customer, we try to take advantage of every opportunity to learn and grow as a partner for our customers. SHI is proud of the advancements that we have made, and continue to make, in helping our customers to achieve their mission. Far from just being a transactional reseller, SHI strives to help all of our customers identify the right products to address their needs, acquire those products in the manner that makes sense for their unique requirements, and successfully adopt the technology they have acquired.

9.2 Scenario 2: Describe at least one recent situation where your Company made a major error that had potential dire consequences for a customer. Detail the error and what was done to correct the situation. To what lengths did your Company go to take care of the customer? What changes (if any) did your Company make to avoid repeating the error in the future? In this situation, the problem is solved in time to take care of the customer, and the customer is likely not lost.

SHI Response:

In the spring and summer of 2015, SHI had been working closely with the Oregon Department of Human Services and Oregon Health Authority on their MAGI Project to build an ACA solution that would replace the previously implemented Cover Oregon. Over the course of a few months, the SHI team worked with DHS/OHA, Deloitte, and various publishers to make sure that the software needed to make the project successful was licensed and priced appropriately, while also ensuring everything could be fully delivered prior to the end of June. Many quotes saw numerous iterations as they were fine-tuned, and there were multiple extensions of the quotes' expiration dates as talks went on. One such Ipswitch quote that needed to be updated and extended was requested through Ipswitch's distribution partner. It was on this quote that the distributor accidentally misplaced a decimal point, which would amount to a very costly mistake.

Unfortunately, SHI did not immediately catch the error on the quote that we had received from Ipswitch's distribution partner, and we quoted DHS/OHA based on the new, much lower quote we had just received. DHS/OHA placed their order with us and we placed ours with distribution, who eventually kicked it back due to a major pricing discrepancy – the new quote that had totaled roughly \$29,000 should have actually been almost \$58,000. By the time SHI was made aware of the discrepancy, DHS/OHA was already in desperate need of the Ipswitch software so that they could keep the project on schedule and utilize the funds that had been earmarked for that purchase.

Distribution refused to absorb the loss as they said SHI should have recognized the error before sending the quote to DHS/OHA. Taking the financial burden of the additional \$29,000 difference was out of the question for DHS/OHA. Ipswitch did not want to discount further as the error did not originate with them. SHI was caught in the middle, since the original error was not ours, but we certainly knew it was not the customer's responsibility to come up with additional funding. As SHI brainstormed solutions and pursued various routes to rectify the issue, precious hours and days were slipping by, leaving the customer more frustrated with every lost minute. Eventually, DHS/OHA offered to pay a portion of the difference. Knowing this was not the customer's fault and that accepting their offer would only damage our relationship, we did not accept.

With all other options exhausted, SHI escalated the issue high enough within our company that we could leverage the potential loss of SHI's relationship and purchasing power to force the distributor into accepting our order at the misquoted \$28K. We worked with the distributor and Ipswitch to ensure that the order was then processed and expedited through everyone's systems. The license keys and download links were delivered to DHS/OHA in enough time so as not to negatively impact their project timeline or budget. Our communication with all parties, problem-resolution skills, and status in the industry all culminated in the customer receiving the software on-time and at half the cost, turning a potentially dire situation around, and restoring the solid relationship we had been building up until that moment. To this day, SHI and DHS/OHA still work side-by-side on a daily basis. They remain SHI's largest customer in Oregon, and they have indicated that SHI continues to be one of their most trusted partners.

SHI places a great deal of value on the relationships that we hold with our customers and our suppliers. We understand that during large, complicated projects with multiple iterations, sometimes errors can occur. Our commitment is to always address any such errors promptly and courteously, and with the customer's mission in mind. One change that we implemented as a result of the situation described above is to add internal checks and balances when dealing with multiple iterations of the same quote. This ensures that we always know which version is most current and better enables us to immediately identify any significant changes in the quote value, giving us the opportunity to verify the accuracy within the information we receive from our publishers and their authorized distributors prior to putting anything in front of the customer. In addition, immediately upon becoming aware of this issue,

the SHI Account Executive for the State of Oregon implemented a regular status check with the customer to go over all open issues on the project until they were wrapped up to the customer's satisfaction. These changes are consistent with SHI's continuing commitment to helping our customers achieve their mission – a commitment that we intend to uphold for all customers under the new SVAR agreement.

10. Product Return Process

Describe the proposed product return process in the following situations:

- 10.1 **Scenario 1:** Product was ordered. The order was filled and shipped correctly. After the order was accepted, AP discovered it ordered the wrong product and wants to return the product.

SHI Response:

Upon discovery that the wrong product has been ordered, the Authorized Purchaser may contact their Inside Account Manager at SHI to request the return. Provided the product is within the manufacturer's return policy, we will issue the return authorization. If the product is non-returnable, but it is a standard/stocked item, SHI will accept the return from the AP. We also will negotiate with the manufacturer on behalf of the customer and make every effort to obtain a return exception, as necessary.

SHI does not impose restocking fees; however, if a fee is charged to SHI from the manufacturer, we will pass that through to the customer.

- 10.2 **Scenario 2:** Product was ordered. The order was filled and shipped. After the order was accepted, AP discovered the product delivered did not match the product that was ordered. AP would like to return the product.

SHI Response:

To remedy this situation, the Authorized Purchaser need only notify SHI within 30 calendar days of receipt of incorrect shipment. The Inside Account Manager will issue the return authorization and will process a replacement order for the correct order to be expedited to the AP. Since this scenario is not the result of an AP error, but rather an order entry or shipping error made by SHI or a software publisher or distributor, naturally the AP would not be responsible for any fees. Please note also that even if the error is caught more than 30 days after receipt, SHI will make every effort to work with the software publisher or distributor on the AP's behalf to facilitate a return.

11. SVAR Performance - Describe the process to be used to track and document the SVAR's performance, to include "Cost Savings" achieved, under this Contract. See Section 3: Scope of Work, Items 3.5.3 and 3.5.4.

SHI Response:

As described in this proposal, SHI regularly conducts meetings with contract users and Participating States to review purchasing trends and identify areas for cost savings. We would welcome the opportunity to meet quarterly with the LSCA and each PSCA to conduct a review of sales volumes, trends, and savings that have been achieved or which we plan to achieve by implementing new programs. Since not all publishers provide meaningful list prices, we believe the best measure of savings under new programs will be observed by comparing prior spend and benefits with new spend and benefit levels.

SHI also looks forward to meeting with the LSCA and the Sourcing Team each year. We have taken these meetings seriously over the term of the current contract and used them as an opportunity to analyze the contract status, understand LSCA and Sourcing Team priorities, and look for ways to enhance our performance under the contract even further. We agree to perform customer satisfaction surveys and self-audits prior to the annual meetings, and we welcome feedback from the LSCA and the Sourcing Team as well.

SHI places great value on our partnership with NASPO ValuePoint, the LSCA, the Sourcing Team, and each Participating State. We would be honored to continue this partnership, and to continue to derive even greater benefits on your behalf, over the next contract term.



Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order S325 5 7
Order date 5/ /2015
Customer Account 10237
Customer PO ADSP011-007500:35 9
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Thomas A Wospil

Ship Via EDE GRO ND

Bill To
evin Lawler
A Dept of Administration
100 N. 15th Ave
Suite 202
Phoenix, A 85007
nited States

Ship To
STATE PROC REMENT O ICE
ISD
100 N. 15th Ave
Suite 00
Phoenix, A 85007
nited States
ADSP011-007500:35 9/ evin Lawl

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
277 9 79 P73-0 309 MICROSO T SELECT	WinSvrStd 2012R2 SNGL M L 2Proc 2012 R2 Windows - Multiple Windows Platform Single Language Software Contract number: ADSP011-007500 Country of sage: SA	38	57 .00	21,888.00

note: 95793 7

Sales Balance	21,888.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	1,81 .71
Total	23,704.71
Currency	USD

* This Is Not An Invoice *

Thank You for Your Order

The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

SAMPLE OF SOFTWARE PUBLISHERS PROVIDED BY SHI TO CURRENT SVAR CUSTOMERS UNDER THE CURRENT CONTRACT TERM

This is not intended to be a comprehensive list, but rather a representative sample of actual Software Publishers whose products SHI has supplied under the current contract. We will continue to supply any and all software that SVAR customers request, and that Software Publishers are willing to offer via resellers. We will research and source new Software Publishers and new products under this contract throughout the contract term, to ensure maximum contract value and ease of use for Contract Users.

1E

2BrightSparks

4D

Abacus Data Systems

ABBYY Software House

AbleBits

Abrosoft

Absolute Software

Accellion

Access Data

Accusoft Pegasus

Accuvant

AccuZIP

ACDI

Acer

ACL

ACL Services

ACL SERVICES LTD

Acesso Software

Acro Software

Acronis Software

AcrossSoft

ActiGraph

Actionable Intelligence Technologies, Inc.

activePDF

ActiveState

ActSoft

Actuate

Acunetix

Adept Computer Solutions

ADInstruments

Adiscon

Adlib Software

Admin Arsenal

Adobe

Advanced Global Systems

Aerohive Networks

Affixa

Agate Software
Agilaire
Agilent Technologies
AgiSoft
AGS Ltd.
Ai Squared
AINS, Inc.
AirMagnet
AirServer
AirWatch
Akamai
AKVIS
Alfred Publishing
AlgoSec
Alicat Scientific, Inc.
AlienVault
ALK Technologies
Alliance Enterprises
Allround Automations
Alpha Card
Alpha Software
Alsoft
Altaro
Alternative Technologies
Alteryx
Altima Technologies
Altova
Altrinsic Solutions
amCharts
AM-Microsoft
Ampad
Amrein Engineering
Analytic Technologies
Andrews Technology
ANSYS
Antenna House
Anylogic
ApexSQL Software
AppAssure Software
AppDynamics, Inc.
Apple
Applied Biomathematics
Appriss
Appsense Technologies
Aptean
Apycom Software
Aqua Connect

Aquaveo
Araxis
Arbutus
Archetonomy, LLC
Argent Software
Ariett
Arrow Enterprise Computing Solutions
Articulate Global
ARX Inc.
ASG
ASG Software Solutions
Ashisoft
Aspose
Asprise
AssetWorks
Associated Press
Astute Graphics
A-T Solutions
Atalasoft
Athena Computer Power Corporation
Atlas Business Solutions
Atlas TI
Atlassian
A-TSolutions
Attachmate
Audience Resonse Systems
Audimation Services
AudioCodes
August Tenth Systems
Auresoft
AutoCoder
Autodesk
Automic
AVADA
Avangate
Avanquest Software
Avanstar
Avante Solutions, Inc.
Avantstar
Avenza Systems
AvePoint
AVG Technologies
AVID
Avid Technology
Avocent
Avoka
Avolve Software

Aware, Inc.
Awareness Technologies
Axceler
Axiom
Axis Communications
Axle Video LLC
Axosoft
Axure Software Solutions
Axway
AXWAY INC
B2Gnow
Backbone Communications
Balesio
Balsamiq Studios
Barracuda Networks
Baystate Consulting
Beacon Application Services Corp
BeezWax
BeLight Software
Ben Software
Benthic Software
Bentley Systems
Berichthaus Software
Best Practical Solutions
BeyondTrust Software
Big Bang LLC
Bind Tuning
Biner AB
Biomatters
Biosoft
Birch Grove Software, Inc.
Biscom
Bitdefender
Bitvise
Black Ice Software
BlackBag Technologies
BlackBerry
Blackboard
Blanco
Blue Marble
Bluebeam Software
Bluesnap
BlueStripe Software, Inc.
BMC Software
Boinx Software
Bombich Software, Inc.
Bomgar

Bosch Group
Box
Bradford Networks
Brady
BrainStorm
BrightWork
Brocade Communications Systems
Brooks Internet Software
Browserstack
Burstek
Business Management Systems
ByteScout
C2C Systems
CA Technologies
CadSoft Computer
Caliper Corporation
Campbell Scientific
CampusCE
Capital Software Inc
Carahsoft Technology Corp.
Carahsoft-Adobe
Cardinal Systems
Carlson Software
Cassidian
Castelle
Catalogic Software Inc.
Catch Intelligence
CBT Nuggets
CBTClips.com
Cell Trust
Cellebrite
Cellebrite USA, Inc.
Centrify
Centurion Technologies
Century Software
Cenzic
Cerberus
Cerebrata
ceTe Software
CGTech
Check Point Software Technologies
Checkpoint Systems, Inc.
Cherwell
Chevin Fleet Solutions
Chicago Soft Ltd.
Chicago-Soft
Ci Technologies, Inc.

Ci Techonologies, Inc.
Circle Systems
CIRCLE SYSTEMS INC.
Cireson
Cisco Systems
Citilabs
Citrix Systems
Citrix Systems-IBM
Civiltech Software
Classapps.Com
CLC BIO
Clearpicture
Cleverbridge
Click Studios
Cloud Nine Solutions
Cloud TC
Cloud9
CloudFlare
Clover Technologies Group
CMMS Data Group
CoCENTRIX
Cocobolo Software
Code42 Software
CodeSmith Tools
CodeWeavers
Codework
Cogniview
Collabion
CollabNet
Collaboris
Collegesource
Columbitech
Column Technologies, Inc.
ComFit Learning LLC
CommVault Systems
ComponentOne
ComponentSource
Computer & Structures, Inc.
Computer Lab Solutions
Computer Systems Odessa
Compuware
COMSOL
Conduviv Technologies
CONNEX Solutions
Constant Contact
ContentWatch
ContextMagic

Continental Imaging and Tech
Control Point
ConvergePoint
Converter Technology
Copernic Technologies
Core Security Technologies
Core Tech
Corel
Correlog
Cortada
Corticon Technologies
Corwin Press
Cosign by Arx
CozyRoc
CPL Systems
Cranel Imaging
Creditron
Crosscheck Networks
Crown Pointe Technologies
CrushFTP
Crypton Computers Ltd.
CyberArk
Cyber-Ark Software
Cyber-Ark Software, Ltd.
CyberLink
CyberPatrol
CyberScrub
CyberTeams
Cycling 74
D3 Secruity
Dancing Dots
DASSAULT SYSTEM
Data East
Databank IMX
Datacard Group
Datachem Software
DataCore Software
Datamation
Datanamic
Datawatch
DB Solo
dBase
Debenu
DecisionPro, Inc
Dedoose
Deep Freeze
Delcam

Dell
DeLorme
Design Science
Devart
Developer Express
Devolutions
DHI
DigiCert
Digital Airware
Digital Intelligence
Digital River
Digital WarRoom
DigitalPersona
Diligent
Distinct
Divergent Media, Inc.
Dlt Solutions
DME Forensics
DNN Corp
DocuSign
Dolphin Computer
DotNetNuke
Dovestones Software Ltd
dtSearch
Dubmenow, Inc.
Duxbury Systems
Dyn
Dynamsoft Corporation
E. Crane Computing
Easeus
EasyLobby
EasyTools
Easyvista, Inc.
EazyDraw
eCivis
ECNetworks
Econ Technologies
ECOPRINTQ
Editor Software
Editplus
EDS
eEye Digital Security
Effective Agile Development, LLC
EFI Electronics
Egress Software Technologies Ltd
Ej-technologies GmbH
Ekahau

Ektron
ElcomSoft
eLearning Force
eLearningArt
Elixir
Elsinore Technologies, Inc.
EMA Design Automation
Embarcadero Technologies
EMC
Emco Software
Emergent Systems Exchange
Emerson Electric
EMS Database Management Solutions
Encase
enChoice
Encore Software
Encryptomatic, LLC.
EnergyCAP
Enfocus Software
Ensoft, Inc.
Enterprise Networks Solutions
Entrinsik
Entrust
EnviroSim Associates Ltd
Envoy Data
Ephox Corporation
Eplus
Ericom Software
ERP Accessories, LLC
eSchool Solutions, LLC
ESET
Esi 911
ESi Acquisition
Esker Software
Estima
Evanced Solutions
Everbridge
Evermap Company
EViews
EVO PDF
ExactSolutions
ExclamationSoft
Executive Information Systems
Exelis Visual Information Solutions
Exepron
EXP Systems
Experian QAS

Express Metrix
Extensis
Extensis Corporation-acad
Extrahop
Extreme Networks
F5 Networks
FabulaTech
Famatech
Faronics
Faster Asset Solutions
FastReports
FastSpring
FaxBack
Fdr Innovations
Febooti software
Fernico
Fiberlink Communications
FileHold
FileMaker
FilmLight
FireEye
FishNet Security
Flexera Software
Flexsim
FLO-2D Software, Inc.
FluidSurveys
Fluke
FMS
Follett Software Company
Fonts.Com
ForensiT
Formsoft
Formulasoft
Fortify Services
Fortinet
Fortres Grand
Foxit Software
Freedom Scientific
FSPro Labs
Fujitsu
Fusion Charts
FutureSoft
GameSalad
Gaming Informatics
GAMS Development Corporation
Gehry Technologies
Gentleware

Genuitec
Genus Technologies
Geofeedia
Geo-Slope
GeoTrust
Geowise
GFI Business Solutions
GFI Software
GIGATRAK
GL Solutions
Gleim
Global Classroom, Inc.
Global Knowledge
Globalcerts
GlobalSCAPE
Globalsign, Inc.
GLOBO MOBILE
Go2Group
GoCanvas
Golden Software
Good Technology
Google
goQ
GovDelivery, Inc.
Goya
GPS Heroes
Gps Navigation For Pdas
Grahl Software
Granicus
Graphon Corp.
GraphPad Software
Gravic
Gravic, Inc.
GreyHeller
GroupLink
Gt Software, Inc.
Guidance Software
Guidebook
GuideK12
Gupta
Gurock Software GmbH
GWAVA
Gwava, Inc.
Harbinger Group
Harte-Hanks, Inc.
Hdi
HDRsoft

HDS
Health Financial Systems
HeathLandscape
Helicon Soft Ltd
HELIOS Software Solutions
helpIT systems, inc
Helpstar
Hemoco
Heritage
Hewlett Packard
HiBase Group
HID Global
Highsoft
Highstock
HiSoftware
Hootsuite
Hostbridge Technology
HP Autonomy
hugin
Hydromantis
Hydronia
Hyland Software
IBE Software
IBM
Iboss Security
Icewarp
Icm Conversions
ICM Document Solutions
Idea
IDENTICARD
Idera
IDM Computer Solutions
IDMS
Ifax Solutions, Inc.
iGrafx
IHS Global Inc.
iLinc Communications
Ilium Software
Image Solutions
ImageWare Systems
Imagine Solutions
Imagine That
Imation Corp.
Impulse Point
IMS Software
IMSI/Design
INAalert

Inbit
inData Corporation
Independence Science
InfinaDyne
Info Group
Infor
Infor Public Sector
InfoRad
Informatica
Information Builders
Information Shield
Informative Graphics
InfoSol
Infragistics
Infusion
Ingram Micro
Innotas
Innovation Data Processing
Innovative Data Processing
InRule
Insight
Insight Software Solutions
InsightSoftware.com International
Insperity
Insperity Business Services
Inspiration Software
Inspyder Software
Intel
Intellaspaces
Intellisoft
Intercrypto Ltd
Interface Technical Training
Intermedix Emsystems
InterSect Alliance
Interwork Technologies, Inc.
Inteset LLC
Intime Solutions
Intuit
Investintech.com
IOGEAR
Iolo Technologies
IOPLEX Software
ipConfigure
Ipro Tech, Inc.
Ipswitch
Iron Networks, Inc.
IS Decisions

Isee Systems Inc.
i-Sight
ISIMTEC
iSpring Solutions
IssueTrak
ISYS Search Software
iZotope
JAM Software
Jama Software
JAMF Software
Jaspersoft
JavaScriptSpellCheck.com
Javelina Software, LLC.
Jaws
JB&A
Jbanda
Jeff-Net
JetBrains
JFrog
Jiji Technologies
JIVE SOFTWARE
JMS Software
Jolly Giant Software
JSI
Jspell
Jump Forward
JumpStart Guides
Juniper Networks
JW Software
Kaltura
Karamasoft
Kaspersky Labs
Katana Forensics
Kayako
Keelio Software
KEMP Technologies
Kernel Data Recovery Software
Keyoti
Knowledge Lake
Knowledge Matters
Knowledge Presenter
KnowledgeBroker
KnowledgeLake
KnowledgeNet
Kodak
Kofax Image Products
Kovai Ltd

Kronos
Kurzweil Educational Systems
KWizCom
LabStats
Lancope
LANDesk Software
Lansweeper
Larsa
Laserfiche
LaserSoft Imaging
Latitude Geographics Group
LAWBASE
Layton Technology
LBM Systems
LEAD Technologies
LeanSentry
LeapFrogBI, LLC
Learning Objects
Legal Files Software
Leica Geosystems
Lenovo
Lepide Software Pvt. Ltd
Levi, Ray & Shoup, Inc.
Lexipol
LexisNexis
Libera
Lieberman Software
Lifeboat Distribution
LightGov
Lightspeed
Lightspeed Systems
Lightspeed Systems Sales, Inc.
LIMINEX INC.
Linoma Software
Linqpad
LiveAction
Livestream
LizardTech
Lmhsoft
Loadbalancer
LoadStorm
Logic Extension Resources
LogicMonitor
Login VSI
Logmein, Inc.
LogRhythm
L-Soft International, Inc.

LSoft Technologies
Lucid Software
Lucion Technologies
Lumension Security
Lynda.com
Lynk Software
Lyris
M86 Security
MacKichan Software
MacKinney Systems
MACROSCHEDULER
MadCap Software
Magnet Forensics
Magnetic Forensic
MailStore Software GmbH
Mainstream Software Inc.
Malewarebytes Corporation
Maltego
Malwarebytes
ManagerPlus
Maptech
Mariner Software
Marshall And Swift
MASS Group Inc.
Master Lock Company
MatchWare
Materialise
Matrix Science
Mavbridge
Mavro Imaging
MAXON Computer
Mayer Johnson
McAfee
MCM Technology
Mctrans
MDX Software
Media Cybernetics
Mediasite
Mekentosj
MELISSA DATA
Melissa Data Corp
Messaging Architects
MESTRELAB RESEARCH
Meta-Analysis
MetaGeek
Metalogix
Meyer Instruments, Inc.

M-Files
Micro Focus
Microcall
Micromain Corporation
MicroMat
Micromat Inc.
Micron Systems, Inc.
Microsoft
Midasoft Inc.
Milestone Systems
Millennium Software
Millet Software
Millisecond Software
Mindgems
MindJET
Minitab
MiniTool Solution
Mitchell Snow
Mj Photocopy
MJT Net
MK Partners
Mobatek
MochaSoft
Montala
Morphotrak
Mozy
MPI Tech
Mrc Systems, Inc.
Multiforce
mutualink
MX Tools
MyCommerce
Myeclipse
MyFonts.com, Inc
MyTopo
Nagios
Nagios Enterprises
Namescape
NanoPac Inc.
National Instruments
Navarre
Navicat
NBS
NCH Software
NCP Network Communications Products Engineering
NEOGOV
Nero

Net Support, Inc.
NetApp
Netbrain Tech
NetCentric Technologies
NETEC International, Inc.
Netflexity
Netikus.net
Netlib
Netmail
NetManage
NETMINER CYRAM
NetMotion Wireless
NetOp
NetSupport
Net-Wall
Network General
Network Instruments
Network Solutions
NetWrix Corporation
New Relic
Newell Rubbermaid
Nexic, Inc.
Next Level Assistive Technology
Next Level Security Systems
NextLevel Software
Nexus Technology
nFocus Solutions
Nginx, Inc.
Nicus Software
Nintex
Nitro PDF
NMS Imaging
Nobeltec
Norex
North Atlantic Publishing Systems, Inc
Northrop Grumman Corporation
Northwest Performance Software
Notify Technology
Nova Development
Novell
Nsoftware
NTP Software
Nuance Communications
Nulana
Numara Software
Nvivo
O2 solutions

Odysseyware
Office Tracker
Office Tracker
OfficeView Software
OfficeWork Software
Okta, Inc.
OmniGroup
Onbase
ONLC Training Centers
Onyx Graphics, Inc.
OOKLA
OpenIm Ltd
OpenText Corporation
Opex Corporation
OPSWAT
Optimal Idm, LLC.
Oracle
Organization Metrics
Orion
Orion Healthcare Technology, Inc.
ORPALIS
Orsyp Software, Inc.
Osam
Osam, Inc.
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Palo Alto Networks
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PAR, Inc.
Paraben Corporation
Paragon Software Group
Parallels
Parature
Park Place Technologies
Parsons Technology Inc.
Passware
PastPerfect Software
PastPerfect Software, Inc.
Payne Consulting Group
PDS

Peak Performance Solutions
Peer Software
Peernet, Inc.
Pendragon Software
Pen-Link
People Services
Perceptive Software
Percussion Software, Ltd
Perforce
Perforce Software
Persistent
Personable Inc.
Perspective Software
PG Music
Pgi
PHD Virtual Technologies
Phire
PictoColor
Pilot Edit
Piriform
Pitney Bowes
Pitss
Pixologic, Inc.
PKWARE
plixer International
Pluralsight
Polaris Software
PolicyPak Software
Polk Software
Polycom
Polyworks
PortSwigger
Power Admin
Power Software
Powermapper
Pragma Systems
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Precision Interface Electronics
PremiumSoft CyberTech
Prezi
PRIMER-E
PrinterLogic
PRISM Europe
Progress Software
Project Manager Online Ltd
Pronexus
Proofpoint

Proteome Software
Provalis Research
Provisio
PROVISIO GmbH
Provisio, LLC.
Psigen
Ptv America
Public Engine
Puppet Labs
PushOk Software
Pyware
QQQ Software, Inc.
Qscend Technologies, Inc.
QSR International
Quadralay Corporation
Qualtrax, Inc.
Qualtrics
Qualys
Qualys, Inc.
Quantivate
Quantum
Quark
Questica
Quite Software
R&D Computer Systems
R:Base Technologies
Radware
Rainbow Scientific, Inc.
RandomPicker.COM
Rapid Quality Systems Ltd
Rapid7
Rave Mobile Safety
Raxco Software
RBASE
Readerware Corporation
ReadSpeaker
Reallusion
Realtime Soft
RealVNC
Rebex
Red Gate Software
Red Giant Software
Red Hat
ReDiscovery
RefinedWiki
Registar Systems
REL Software

Relational Architects Intl
Reliance Communications Inc.
Relsoftware
Remark Office
Renovo Software
RepliWeb
Research In Motion - Government & Education
Resource Mate
Response-Systems
Results Positive
Retrospect
Retrospect Inc.
Revisionfx
Revq
Richardson Software
Ricoh
RightAnswers
Rightfax
Rio
Riverbed Technology, Inc.
Roadmax
Robert McNeel and Associates
Rocket Division Software
Rocket software
Rocket Software, Inc.
Rocketready
RockWare
Rocscience
Roland DGA Corporation
Ron Winter Consulting, LLC.
Roxio
RPR Wyatt
RSA Security
Runner Technologies
Running With Crayons Ltd.
Runrev
Runtime Software
Safari Books Online
Safe Software
Safe Software, Inc.
SafeNet
Sage
Salesforce
Salford
Samaritan Technologies
SAND Technology
Sanitas

SANS Institute
SAP
SAP BusinessObjects
SAP National Security Services
SAPIEN Technologies
SAS Institute
Sassafras
Sata
Satori Software
Savance
SC Solutions
Scaleout Software, Inc.
Schrodinger
Schrödinger, LLC.
Scooter Software
ScreenConnect
Screwdriver
ScriptWarp
SDI Technologies
Seagull Scientific
Seapine Software
Secureauth
SecureNet Associates
Security Transcends Technology
Seiko Group
Sencha
Sencha, Inc.
SendGrid
Serena Software
ServiceNow
Service-Now.Com
Sferyx
Shahrabani & Associates
Sharegate
SharePoint Solutions
Shavlik Technologies
Sherpa Software
SHI CONFIG
SHI International Corp
SHI PSO
Siber Systems
Sidra Solutions
Sierra Analytics, Inc.
Signalscape
SignCAD
SignUp4
Simplemaps.com

Simpleware Ltd.
Simx
Singular Inversions Inc.
Sitecore
Siteimprove
Sketchup
SkillSets Online
SkillSurvey
SmartBear Software
SmartCode Solutions
SmartDraw.com
SmarterBetterCities AG
Smartxls
Snail Software
Snap Surveys
Snapt
Snaptrends
Snowtide
Socrata
SoftArtisans
Softera
Softerra
Softomotive Ltd
Software AG
Software Shelf International, Inc.
SoftWright
SolarWinds
SonarTRX
Sonatype
Sonic Foundry
Soniclear
SonicWALL
Sony
Sophos
Sorenson Media
Sotel Systems, LLC.
SOTI
Sourcecode
South River Technologies
SP Marketplace
Spamtitan
Sparkol
Sparx Systems
Specops Software
SpectorSoft
Spellex Development
Splunk

SQLBI.com
Squirrels LLC
SRA International, Inc.
Stack Ideas
Stanford Business Software, Inc.
Stanley Black & Decker, Inc.
Stardraw
StarNet Communications
Stata Corp LP
Stata Corporation
StataCorp
Statera
StatPoint
Statseeker
Stealthbits
Stealthbits Technologies, Inc.
Stimulus Software
Stoneware
Storage Engine, Inc.
StorageCraft Technology
Stormwind
STORServer
Strategic Matching
Stream Link Software
StreamLink Software
StruCalc
Sublime Text
SubMain
Sumtotal
SumTotal Systems
Surveygizmo
SurveyMonkey
SusTeen
SweetScape Software
Swiftpage
Symantec
Symantec - Verisign Licensing
Symmetry
Symtrex
Syn-Apps
SynchroniMedia
SyncRO Soft
Syncsort
Synergy Software
Sysinfo Tools
Systat Software
System Automation

System Innovators
System Tools Llp
Systems Technology Inc.
SystemTools
SystemTools Software, Inc.
TAB Products
Tableau
Tac 10, Inc.
TAL Technologies
Tangent
Tavultesoft
TDMobility
TeamSolutions
TeamViewer
TeamViewer GmbH
Tech Data
Technology Solutions
Technosolutions Corporation
TechSmith
Tecplot
Tectia
Teel Technologies
Teklynx International
Telerik
Telestream
Telog Instruments
Tenable Network Security
Terminal Works
Tetra4D
Texas Instruments
Texthelp
Thawte
The Eye Tribe
The MathWorks
The OpenNMS Group
The Portland Group
The Software Company
The Software Labs
TheBrain Technologies
TheEscapers
ThinClient Computing, LLC
ThinkBuzan
ThinkTank
Thomson Reuters
Thought Communications
ThreatGuard
ThreatTrack Security

ThreatTrack Software
Thunderhead
Thunderstone Software
Thycotic Software
Tibco Software
Tiger Tables
TigerText
Timeclock Plus
TimeValue Software
TLO
TMS software
TNT Software
Toad Software
Tobii
Tools4ever
Tracker Products, LLC.
Tracker Software
Trafficware
Transoft Solutions
Transtech Systems
TransUnion
Trend Micro
Tricerat
Trident Services
Trilead
Trillion Software
Trimble Navigation
Trimble Navigation Limited
Tripwire
Trivantis
Troikatronix
Trustwave
tsaADVET
Tuffin Technologies
Tufin Software Technologies Ltd
Turning Technologies
Twin Star
TypingMaster
TZWorks, LLC
Ubiquia
UFS Explorer
UIU
Unicom Systems, Inc.
Unidesk
Unitrends Software
Universal Imaging Utility
Untangle

UsableNet
VanDyke Software
Vanguard Usa
Varonis
Varonis Systems
Vasco
Veeam Software
Verbi GmbH
VeriFone
Verint
VeriSign
Verismic
Vernier Software & Technology
VersataSoftware
Verypdf
Video Blocks
Video Copilot and Final Image
Viewer Central, Inc.
Vigilant Software
Visible Systems
Vision
Vision Software Solutions
Vision Solutions
VisionSolutions
VisionWare
Visual Click
Visual Computer Solutions, Inc
Visual SVN Software
Visualclick
VisualSVN
Visualware
VMTurbo
VMware
Vormetric
Vound
Vroman Systems
VSoft Technologies
Vyoooh, LLC.
Wacom Technology
WareCentral.com
Wasp Barcode Technologies
WatchGuard Technologies
Waterford Technologies
Waterloo Hydrogeologic, Inc.
Wave Software
Wave Systems
WeAgeSolutions

Webcheckout
WebEx
WebMO
WebQA, Inc.
Webroot Software
Websense
WebSupergoo Software
Webyog, Inc
WhiteSmoke
WildPackets
Wilson WindowWare
WinAutomation
WinEdt
Winfrasoft Corporation
Wingware
Wintertree Software
WinWay
Winway Corporation
Wirecast
WIZIPLE
Wiziq
Wolfram
Wondershare Software
WordTech
World Software Corporation
Worldox
Wowza Media Systems
Wreally
Wrensoft
Wyse Technology
X1 Discovery
Xamarain
xAssets
Xerox
Xmind Ltd
XpoLog
Xtools
X-Ways Software
Zasio
Zebra Technologies
Zend Technologies
Zennaware
Zenoss
ZeroTurnaround
Zerto
Zimbra
Zipinfo

Zix Corporation
ZOHO Corporation
Zonar Systems
ZyLAB
zz-GETDATA PTY LTD



Software Publisher	Authorization & Support
Adobe	Authorized Licensing Center (ranked #2) Platinum Partner 7 Dedicated Sales & Licensing Specialists 1 Team Manager
ArcServe	Large Account Reseller (ranked #3) 1 Sales & Licensing Specialist
Attachmate	National Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Autodesk	Volume Channel Partner - 2014 Volume Partner of the Year 1 Dedicated Sales & Licensing Specialist
Barracuda	Diamond Level Partner 1 Security Sales & Licensing Specialist
BMC	Premier Partner 1 Sales & Licensing Specialist
Box	Platinum Partner (ranked #1) 1 Sales & Licensing Specialist
Check Point	Two Star Elite Partner 1 Security Sales & Licensing Specialist
Citrix	Citrix Enterprise Licensing Partner (ranked #3) LAR of the Year -2014 2 Dedicated Sales & Licensing Specialist (NJ & TX) 1 Technical Resource - Mobility



Commvault	Platinum Velocity Partner (ranked #3) 1 Dedicated Sales & Licensing Specialist 1 Technical Resource --ESG
CA	LAR-Platinum Partner (ranked #3) Partner of the Year - 2014 1 Sales & Licensing Specialist
Corel	Platinum Partner (ranked #1) 2 Emerging Partner Specialists
ESET	DMR Partner (ranked #2) 1 Sales & Licensing Specialist
Google	Premiere Partner 1 Dedicated Sales & Licensing Specialist
IBM	Premier Business Partner (ranked #2) 2 Dedicated Sales & Licensing Specialist, 1 Business Development Manager 6 Operations Support
Kaspersky	Platinum Partner (ranked #2) National Partner of the Year 2014 1 Security Software & Licensing Specialist
LANDesk	National Sales Partner - Premier (ranked #3) Americas NSP Partner of the Year - 2013 2 Emerging Partner Specialists
McAfee (Intel Security)	Authorized Reseller (ranked #1)



	Corporate Reseller of the Year - 2014 1 Dedicated Sales & Licensing Specialist 1 Business Development Manager 1 Technical Resource - ESG
Microsoft	LSP & EDA (ranked #1) Gold Competency Team of 70+ Dedicated Licensing & Ops Specialists, Software Assurance Benefits Administrators, and Product Champions 12 time winner of MLGP Operational Excellence Several Technical Resources - ESG
LogRhythm	Partner 1 Sales & Licensing Specialist
Net IQ	Authorized Reseller (ranked #1) 1 Dedicated Sales & Licensing Specialist
Novell	National Partner (ranked #1) 1 Dedicated Sales & Licensing Specialists
Nuance	Managed Partner (ranked #2) 2 Emerging Partner Specialists
Open Text	Corporate Reseller Partner (ranked #1) 2 Emerging Partner Specialists
Oracle	Oracle Global Platinum Partner 1 Sales & Licensing Specialist 2 SW Technical Sales Representatives



	1 HW Technical Sales Representative
Proofpoint	Platinum Partner (ranked #3) 1 Sales & Licensing Specialist
RedHat	Red Hat Ready Partner (Ranked #1) High Volume Partner of the Year - 2013 1 Dedicated Sales & Licensng Specialist
RSA	Signature Level Partner (ranked #3) 1 Security Sales & Licensing Specialist
SAP/Business Objects	Silver Partner 1 Sales & Licensing Specialist
SolarWinds	Partner 1 Sales & Licensing Specialist
Sophos	Platinum Partner (ranked #1) Sophos Partner of the Year - (2011 - 2014) 1 Dedicated Sales & Licensing Specialist (TX), 1 Business Development Manager, 1 Security Sales & Licensing Specialist
Symantec	Platinum Partner 1 Team Manager 7 Dedicated Sales & Licensing Specialists, 1 Operations Specialist 2 Technical Sales Support 2 Business Development Managers
Tenable	Tier 1 Platinum Partner (Ranked #1) 1 Security Sales & Licensing Specialist



Trend Micro	National Channel Partner (Ranked #2) 1 Security Sales & Licensing Specialist
Veeam	Platinum Pro Partner (ranked #3) 1 Sales & Licensing Specialist
VMWare	Corporate Reseller 1 Dedicated Sales & Licensing Specialist 1 Presales Storage Solutions Architect
WebSense	Platinum DMR 1 Dedicated Sales Specialist



Standard Invoice Reports

Below is a list of the standard invoice reports SHI can provide to the customer.

Reports:	Report Columns:
ATOS Invoice Extract	AccountName
Contract Invoice Detail - V2	AccountNumber
Customer 12 Month Manufacturer Spend Profile	Manufacturer
Customer 12 Month Manufacturer Spend Profile from Date	Description
Customer Business Summary	Version
Customer Invoice Detail - V2	OperatingSystem
Customer Invoice Detail - Zen-Tally Format	Media
Customer Invoice Detail Consolidated by Part	Language
Customer Invoice Detail for Manufacturer	BuyingProgram
Customer Invoice Detail with Serial Numbers	LicensePointValue
Customer Invoice Detail with Serial Numbers - for Totalling	AgreementNumber
Manufacturer Invoice Summary	AgreementName
Manufacturer Invoice Summary with Cust Hierarchy	EnrollmentNumber
	EnrollmentName
	OrderDate
	InvoiceNumber
	InvoiceDate
	SHIPart
	MfgPart
	QtyInvoiced
	CustPONumber
	ShipToName
	ShipToAddress1
	ShipToAddress2
	ShipToAddress3

[Add to Favorites](#) [Add to Compare](#)

Report Description:

This produces an extract of SHI invoice activity for a customer in a format required for import into ATOS License Manager.

In addition to our standard invoice reports, SHI can also provide standard reports on quotes, orders, and entitlements, and we also provide some types of reports in a graphical summary format.

Following are samples of some of our most popular and commonly requested types of standard reports.



Sample Reports

Below are samples of just a few of the standard reports that SHI can provide to the customer. These are screen shots of actual reports for current SVAR customers. Note that these reports do not include all available fields, in order to fit the screen shot into this attachment, but we would be happy to send a complete report upon request. Also, customer Account Names have been removed to protect our customers' privacy.

Reporting												
Send this Report by Email Save Report Setting Send Feedback to SHIAdmin Close												
14 1 of 27 100% Find Next												
Customer Invoice Detail												
Account Number	Account Name	Manufacturer	Order Date	Invoice Date	Cust PO #	Order Number	Invoice Number	SHI Part	Mfg Part #	Customer Unit Price	Customer Extended Price	Qty Invoiced
1023566		SHI International Corp	8/10/2015	10/6/2015	ADSP011-007500-4024	538129470	CR-206904	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	ADSP011-007500-4194	539739345	CR-207104	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	-1
1023744		SHI International Corp	9/8/2015	10/7/2015	ADSP011-007500-4194	539739345	804061105	22745434	NPN-SHBN-SLTAX-SVC	0.00	0.00	1
1011534		Signalscape	10/5/2015	10/7/2015	ADSP011-007500-4305	541274552	804063382	31209123	MTAG-GSA	1,534.00	1,534.00	1
1026952		Adobe	10/5/2015	10/7/2015	ADSP011-007500-4317	541274551	804063377	27708706	65227508B/C01A32	757.00	2,271.00	3
1024170		Screwdriver	9/30/2015	10/1/2015	IT-82012	541016747	804044295	22784253	RNW-R5CR64T54	438.00	3,066.00	7
1023744		Adobe	9/30/2015	10/2/2015	ADSP011-007500-4296	541050148	804048059	27912583	210-3280-1	409,987.00	409,987.00	1
1011062		DigiCert	9/22/2015	10/2/2015	ADSP011-007500-4266	540524755	804047734	22677378	NPN-C02C-WLDC-A	1,458.00	1,458.00	1



Customer Invoice Detail, Consolidated by Part

Manufacturer	Mfg Part	Product Name	Item Type	Product Type	Version	Operating System	Media	Language	License Pool
Osam	IDMP11	FULL TEXT INDEXING SERVER LICENSE FOR AUTONOMY IDOL - MAINTENANCE	Software	Software		Multiple platforms	Other	English	None
Malwarebytes	MAM12N25	Malwarebytes Anti-Malware for Business - subscription license (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
Microsoft	R18-00129	Microsoft Windows Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Adobe	65227508BC01A12	Adobe Creative Cloud for teams - subscription license renewal (1 year)	Software	Software Subscription		Multiple platforms	Software Licenses	English	None
SAS Institute	PC-ENTSP5M	SAS PC Enterprise Statistical Package for 5 users-PC, Windows, Annual Maintenance	Software	Software		Multiple platforms	Other	English	None
Axway	MGE-MA-E-001500-XX-P	Mail Gate Edge Maintenance Renewal (1500 users)	Software	Software Maintenance Only		Multiple platforms	Software Licenses	English	None
Microsoft	5HU-00215	Microsoft Lync Server - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers
Cellegite USA, Inc.	TRN-FOR-ILT-BNDLS	5 Days Mobile Examiner Online ON DEMAND course Bundle - 2 days CCLD and 3 days CCPA	Service	ESD Media			Other	English	None
Microsoft	35A-00172	Microsoft System Center Configuration Manager Client ML - license & software assurance	Software	Microsoft License and Software Assurance	Non-Specific	Windows - Multiple Windows Platform	Software Licenses	English	Servers

Customer Manufacturer Summary

Date Range Label	Report Start Date	Report End Date
Quarter to date	10/1/2015	12/11/2015

Manufacturer	Customer Extended Price	% of Spend In Period
activePDF	5,872.00	0.14%
Acunetix	2,297.00	0.05%
Adobe	432,914.99	10.09%
Advanced Toolware	1,718.00	0.04%
Agate Software	64,828.00	1.51%
Ai Squared	612.00	0.01%
Airtame	792.00	0.02%
Altova	191.00	0.00%
AppAssure Software	870.00	0.02%
Apple	1,543.00	0.04%

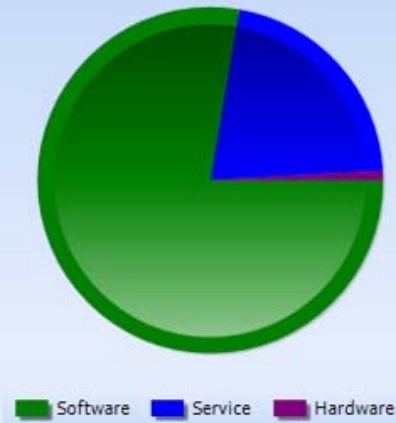
Monthly Historical Spend



Summary

# of Customer PO's Invoiced in Period	208
# of Orders Invoiced in Period	211
# of Invoices in Period	233
# of Manufacturers in Period	83
Total Spend:	4,122,899

Spend by Product Type



Product Type	Revenue	% Spend
Software	3,202,104.73	77.66%
Service	883,359.00	21.42%
Hardware	37,435.00	0.90%

Partner	Contact Name	Contact Title
Adobe	Pat Breslin	Licensing Team Manager
Adobe	Drew Fike	Sales Specialist - Adobe
Adobe	Brian MacDougall	Sales Specialist - Adobe
Adobe	Jose Colon	Sales Specialist-Corp-SMB
Adobe	Lauren Tedesco	Sales Specialist - Adobe - Enterprise
Adobe	Tim Chen	Sales Specialist - Adobe
Adobe	Jay Martell	Sales Specialist - Adobe - Enterprise
Adobe	Dan Masiello	Sales Specialist - Adobe
Adobe	Mike De Tore	Sales Specialist - Adobe
Adobe	Emily White	Sales Specialist - Adobe
Arcserve	Chris Testa	Sales Specialist - CA and Arcserve
Autodesk	Jack Barrett	Sales Specialist - Autodesk
Autodesk	Peter Quinio	Business Development Manager - Autodesk
Brocade	Christina Polidura	Networking Partner Specialist
CA Technologies	Chris Testa	Sales Specialist - CA and Arcserve
Check Point	Jim Tierney	Sales Specialist- Check Point and Tenable
Citrix	Joe Palmieri	Sales Specialist - Enterprise & Public Sector
Citrix	Allen Darrah	Sales Specialist - Corp
CommVault	James Fitzgerald	Sales Specialist - CommVault
CommVault	Kevin Kehoe	Systems Engineer - CommVault
Emerging Partners	Katie Dellosso	Licensing Support Specialist
Emerging Partners	Cristina Rodriguez	Licensing Support Specialist
ESET	Regina Robinson	Emerging Security Specialist
IBM Software	Rodrigo Jimenez	Business Development Manager - IBM Software
IBM Software	Bonnie Cho	Sales and Licensing Specialist - IBM Software
IBM Software	Liz Gallagher	Sales and Licensing Specialist - IBM Software
Kaspersky	Andrew Goncalves	Sales Specialist - Barracuda & Kaspersky
Licensing Operations	Marilyn Nagel	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Heena Amin	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Aneta Wywrot	Operations Manager -Adobe, IBM, Novell, Citrix
Licensing Operations	Kendra Goss	Operations Specialist -Adobe, IBM, Novell, Citrix
Licensing Operations	Jon Perina	Operations Specialist-Adobe, IBM, Novell, Citrix
Licensing Operations	Kristina Diamantis	Operations Specialist-Adobe,IBM,Novell,Citrix
Licensing Operations	Brian Saffer	Operations Specialist-Adobe,IBM,Novell,Citrix
LogRhythm	Regina Robinson	Emerging Security Specialist
McAfee	Marcus Aris	Business Development Specialist - McAfee
McAfee	Jennine Lewis	Operations Specialist - McAfee
Microsoft	Carolyn Loffredo	Operations Specialist-Microsoft ESA Fees
Microsoft	Erin Davidson	Operations Specialist-Microsoft ESA Fees
Microsoft	Aleksandra Drobik	Microsoft Channel Incentives Administrator
Microsoft	George Sentaows	Microsoft Channel Incentives Administrator
Microsoft	Alexandria Brummell	Microsoft Cloud Onboarding Support Specialist
Microsoft	Ernesto Romero	Contracts Specialist-Microsoft-D
Microsoft	Kristin Prizzi	Contracts Specialist-Microsoft-D
Microsoft	Nicole Bonante	Contracts Specialist-Microsoft-1
Microsoft	Joy Delasalas	Contracts Specialist-Microsoft-E
Microsoft	Andrew Morse	Contracts Specialist - Microsoft - 1
Microsoft	Dania Hunt	Contracts Specialist-Microsoft-2
Microsoft	Janelle Downes	Contracts Specialist - Microsoft - 2
Microsoft	Danielle Sydlo	Contracts Specialist-Microsoft
Microsoft	Kristen Flazon	Contracts Specialist - Microsoft - 2
Microsoft	Joanna Banack	Contracts Specialist - Microsoft - E
Microsoft	Maraika Najimian	Contracts Specialist - Microsoft - E
Microsoft	Beth Wetzel	Contracts Specialist - Microsoft - E
Microsoft	Lauren Sutura	Contracts Specialist - Microsoft - 1
Microsoft	Jasmine Philippe	Contracts Specialist - Microsoft - 1
Microsoft	Matt Leopold	Contracts Specialist-Microsoft-Temp
Microsoft	Pierre James	Contracts Specialist-Microsoft
Microsoft	Leanne Sephton	Sales Specialist-Microsoft - LE UK
Microsoft	Nada Issa	Sales Specialist-Microsoft - EMEA (UK)
Microsoft	Leo McDonald	Sales Specialist-Microsoft - LE UK
Microsoft	Megan Gironda	Microsoft Enablement
Microsoft	Michelle Forister	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Helene Pearn	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lauren Anastas	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Lisa Carbonaro	Sales Specialist-Microsoft - LE Corp
Microsoft	Michael Stack	Sales Specialist-Microsoft - LE Corp
Microsoft	Jessica Olson	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Cathy Mullin	Sales Specialist-Microsoft - LE Public Sector - Academic
Microsoft	Dan de Matos	Sales Specialist- Microsoft - LE Public Sector
Microsoft	Jared Rupprecht	Sales Specialist-Microsoft - LE Corp

Microsoft	Lisa Ragantesi	Sales Specialist-Microsoft - LE Corp
Microsoft	Mallory Santucci	Sales Specialist-Microsoft-Junior LE Public Sector
Microsoft	Michelle Coats	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Tarah Urban	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Andy Bernard	Sales Specialist-Microsoft - LE Corp Canada
Microsoft	Katherine Hajewski	Sales Specialist-Microsoft - LE Corp
Microsoft	Kelly Cochran	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Kelly Krieger	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Nate Lessmann	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Tracy Shatto	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Caitlin Prusik	Sales Specialist-Microsoft-LE SMB SLED
Microsoft	Calley Wienk	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Carrie Watts	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Blake Allen	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Grant Marquardt	Sales Specialist-Microsoft - LE Corp
Microsoft	David Parkman	Sales Specialist-Microsoft-Junior LE Corp
Microsoft	Jessica Molzahn	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Nick Hakala	Sales Specialist-Microsoft - LE Enterprise
Microsoft	Melinda Galindo	Sales Specialist-Microsoft - LE Public Sector
Microsoft	Ryan Blakeman	Sales Specialist-Microsoft - LE Corp
Microsoft	Chris Calabrese	Sales Specialist - Microsoft - LE Corp SMB
Microsoft	Sarah Daniels	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Darius MeherHomji	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Christopher Tripi	Sales Specialist-Microsoft - LE Corp SMB
Microsoft	Julia Trinh	Sales Specialist-Microsoft - Junior LE
Microsoft	Blake Gollnick	Director - Microsoft Licensing
Microsoft	Heather Sheridan	Senior Manager - Licensing Project Management
Microsoft	Karen Infusino	Manager - Microsoft Contracts
Microsoft	Deborah Childress	Microsoft Licensing Strategy Manager - Enterprise
Microsoft	Kyle Timm	Manager - Corp LE
Microsoft	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Tim Levers	Manager - Microsoft Operations
Microsoft	Renee Yohannan	Manager - Enterprise/Public Sector LE
Microsoft	Mary Lefebvre	Marketing Specialist - Microsoft
Microsoft	Doug Klamm	Marketing Specialist-Microsoft
Microsoft	Jeana Kelly	Marketing Specialist - Microsoft
Microsoft	Adam Aleksuk	Manager - Microsoft Operations
Microsoft	Brendan Tyrrell	Microsoft Licensing Operations Specialist - Tier 1
Microsoft	Alison Richman	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	Gina Segali	Microsoft Licensing Operations Specialist - Tier 2
Microsoft	John Gregorio	Operations Specialist-Microsoft
Microsoft	Ron Rosario	Operations Specialist-Microsoft
Microsoft	Steve Lyness	Operations Specialist-Microsoft
Microsoft	Rob Zakowski	Operations Specialist-Microsoft
Microsoft	Brian Carney	Operations Specialist-Microsoft
Microsoft	Melanie Dombro	Microsoft Operations Specialist - Tier 1
Microsoft	Corey Bell	Microsoft Operations Specialist - Tier 1
Microsoft	Eric Lawton	Microsoft Operations Specialist - Tier 1
Microsoft	Jamie Ledgister	Microsoft Operations Specialist - Tier 1
Microsoft	Abdulai Abu-Bakarr	Sales Specialist-Microsoft SPLA
Microsoft	Devon Connor	Product and Licensing Specialist-Microsoft
Microsoft	Jessica Mohamad	Manager - Microsoft Support
Microsoft	Kimberly Barrett	Microsoft Support Team Lead
Microsoft	Brian DOnofrio	Product and Licensing Specialist-Microsoft
Microsoft	Carolyn Fippinger	Product and Licensing Specialist-Microsoft
Microsoft	Shelby Holliman	Product and Licensing Specialist-Microsoft
Microsoft	Tracy Lee	Product and Licensing Specialist-Microsoft
Microsoft	Hannah Sura	Product and Licensing Specialist-Microsoft
Microsoft	Rachel Mamola	Product and Licensing Specialist-Microsoft
NetIQ	Jim Tierney	Sales and Licensing Specialist
OneLogin	Beth Russo	Cloud Partners Sales Specialist
OneLogin	Angela Arias	Manager - Cloud Partners
Oracle	Amy Wilkinson	Technical Sales Rep - East
Oracle	Amy Wilkinson	Technical Pre-Sales - Oracle Software
Oracle	Roger Arnold	Technical Pre-Sales Public Sector - Oracle Software
Quest	Mike Beal	Sales Specialist - Quest
Red Hat	Ryan Hotchkin	Sales and Licensing Specialist
Red Hat	Travis McKay	Sales Specialist - Google & Red Hat
RSA	Helaina Cohen	SHI Sales Specialist - RSA, Sophos
Software & Licensing Management	Joseph Lentine	Manager, Software Partners
Software & Licensing Management	Angela Arias	Cloud Partners Manager

Software & Licensing Management	Jacque Goldstein	Director - Software Partners
Software & Licensing Management	Blake Gollnick	Director - Microsoft
Software & Licensing Management	Mark O'Brien	Senior Manager - EMEA Partners
Software & Licensing Management	Sandy DeVico	Manager, Software Partners
Software & Licensing Management	Erika Burnett	Manager - Software Partners
Software & Licensing Management	Tim Levers	Manager - Licensing Operations
Software & Licensing Management	Aneta Wywrot	Manager, Non MS Operations
Software & Licensing Management	Jessica Lemmon	Manager, Symantec
Software & Licensing Management	Christopher Lajiness	Manager, Software Partners
Software & Licensing Management	Anna Chester	Senior Manager - Microsoft Incentives & Marketing
Software & Licensing Management	Karen Infusino	Manager - Microsoft Contracts
Software & Licensing Management	Adam Aleksuk	Manager, MS Operations
Software & Licensing Management	Deborah Childress	Microsoft Licensing Strategy Manager
Software & Licensing Management	Heather Sheridan (Hinz)	Senior Manager - Licensing Project Management
Sophos	Kristin Laffey	Business Development Manager - Sophos - Corp & Enterprise
Sophos	Helaina Cohen	Sales Specialist- Enterprise & Corp
Sophos	Lisa Hartwig	Sales Specialist - Sophos - Corp SMB
SUN/Oracle	Sheryl Tucker	Business Development Manager
SUN/Oracle	Roger Arnold	Technical Sales Rep - West & Public Sector
SUN/Oracle	John Giachero	Solution Architect - Oracle Hardware
Symantec	Jennifer Torrence	Sales Specialist-Symantec
Symantec	Isaac Stewart	Presales Architect - Symantec Security
Symantec	Steven Calvaruso	Sales Specialist - Symantec
Symantec	Herb Grigsby	Sales Specialist - Symantec
Symantec	Urvi Khatri	Sales Specialist
Symantec	Jessica Lemmon	Symantec Team Manager
Tenable	Allison Beach	IAE - Corp
Tenable	Jason Harvey	IAE - Corp
Trend Micro	Imani Williams	Sales Specialist - Trend Micro Sales
VMware	Mike Jackson	Senior Pre-Sales Solution Architect-VMware
VMware	Jon Palmer	Pre-Sales Solution Architect-VMware
VMware	Alicia Baczowski	Senior Specialist
VMware	Kelly Buist	Renewals Specialist
VMware	John Boni	Renewals Specialist
VMware	Carlos Romascindo	Senior Specialist
VMware	Elise Castaneda	Sales Specialist
VMware	Kathleen Barnes	Sales Specialist
VMware	Malika Gordon	vCloud Air Specialist (vCHS)
VMware	Kjetil Skalkvik	Systems Engineer vCloud Air, vCloud Air Network
VMWare	Alison Fleischer	VMware Team Manager
Websense	Imani Williams	Sales Specialist - Websense & Kaspersky
Wyse	Jaclyn Bailey	Sales Specialist - Dell Client

ATTACHMENT C - COST PROPOSAL

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

Label your response "ATTACHMENT C_COST PROPOSAL_companyname".

SHI Response:

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

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

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

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

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

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

PUBLISHERS

Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers

MARKUP/DOWN

The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")

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

KEY ITEMIZED	ADOBE	0.50%
	CITRIX	0.75%
	MICROSOFT	0.25%
	NOVELL	0.50%
	SYMANTEC	0.50%
	VMWARE	0.75%
OTHER ITEMIZED	AI SQUARED	1.00%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.00%
	ALLIANCE ENTERPRISES	1.50%
	APPLE	1.00%
	ATTACHMATE – MICROFOCUS	1.00%
	AUTODESK	1.50%
	AUTONOMY – HP	1.00%
	BAKBONE – DELL	1.50%
	BARRACUDA	1.00%
	BOMGAR REMOTE SOFTWARE	1.00%
	CA TECHNOLOGIES	1.50%
	CISCO	1.50%
	COMPUTRONIX USA	1.00%
	COMPUWARE	1.50%
	COREL	1.00%
	DOUBLETAKE	1.00%
	EMC	1.50%
	ENCHOICE	1.00%
	ESET	1.00%
	ESRI	1.00%
	FREEDOM SCIENTIFIC	1.00%
	GUARDIAN EDGE – SYMANTEC	0.50%
	GW MICRO	1.00%
	IBM	1.50%
	ICM CONVERSIONS	1.00%
	INFOR	1.00%
	INTERMEDIX EMSYSTEMS	1.50%
	HP	1.00%
	HUMANWARE	1.00%
	INFORMATION BUILDERS	1.00%
	KRONOS SOFTWARE	1.50%
	LANDESK	1.50%
	LASERFISCHE	1.00%
	LIQUIDWARE STATUSPHERE	1.00%
	MICROFOCUS INC	1.50%

PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

MINJET	1.00%
MPS	1.00%
MQSOFTWARE – BMC SOFTWARE	1.50%
NCIRCLE	1.00%
NETOP	1.00%
NUANCE	1.50%
ORACLE	1.50%
OSAM	1.50%
PASSPORT	1.00%
PATCHLINK	1.00%
PROOFPOINT	1.50%
RSA SECURITY	1.50%
REFERENCIA SYSTEMS	1.00%
SAP AMERICA	1.50%
SAS	1.50%
SOLUTIONS SOFTWARE	1.00%
SOPHOS	1.50%
SPLUNK SOFTWARE	1.50%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	1.00%
STELLEMENT – ORACLE	1.50%
SUNGUARD	1.00%
SYBASE	1.00%
TECHSMITH	1.00%
TREND MICRO	1.50%
TRUSTWARE	1.50%
ULTRABAC	1.00%
VORMETRIC	1.00%
WEBSense	1.50%
any other non-listed publisher	2.00%

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES
NASPO VALUEPOINT
SOFTWARE VALUE-ADDED RESELLER (SVAR)

Service being Offered as a Separate Charge	Rate	Unit of Measure
Sr. Services Provider - In-Scope Software Services	\$ 220.00	Hourly
Services Provider - In-Scope Software Services	\$ 182.00	Hourly
Sr. Project Manager - Software	\$ 220.00	Hourly
Project Manager - Software	\$ 182.00	Hourly
Sr. Engagement Manager - Software	\$ 220.00	Hourly
Publisher Provided - In-Scope Software Services	As established by the Software Publisher, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Publisher's offerings)
Third Party Provided - In-Scope Software Services	As established by the Third Party Services Provider, depending upon services required. Services performed by a Software Publisher may require the involvement of an SHI Project Manager. Final Services pricing will be supplied by SHI, and will be inclusive of contract administrative fees and any applicable Project Management fees.	TBD (may be hourly, annually, per project, or other according to Third Party Provider's offerings)

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

Instructions:

1. Under Column A. **Service being Offered as a Separate Charge** - State the name of the Service and provide a description of the Service.
2. Under Column B. indicate Rate
3. Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)



Attachment D – Executive Summary - Submit no more than two pages which briefly describe the Offer. *Attachment D – Executive Summary* should highlight the major features of the Offer. The reader should be able to determine the essence of the Offer by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

SHI International Corp. is pleased to submit our response to the NASPO ValuePoint Request for Proposal ADSP016-00005829 for Software Value Added Reseller (SVAR) Services. SHI has been in business for over 26 years, specializing in Software Volume Licensing Agreements and Software Asset Management since our inception.

SHI's proposal supplies details of the Public Sector experience, dedication to customer service, account and license management expertise, e-Procurement capabilities, and competitive pricing that we offer to our current customers. We intend to bring these same benefits to NASPO ValuePoint and each Participating State under the new SVAR contract as well.

To highlight the major features of our offer:

- SHI has had over 20 years of experience supporting State and Local Government and Education customers and managing statewide software contracts. Our response details our experience managing IT contracts that are used in all 50 states.
- In particular, SHI has had the privilege of working with WSCA/NASPO ValuePoint during the term of the current SVAR contract. We have devoted the people, resources, and new ideas to make the SVAR contract a success; this is evident in the number of Participating Addenda signed with SHI and our revenue through the contract, as well as in the strong customer relationships we have formed. Together in partnership with NASPO ValuePoint and each of the Participating States, we have truly put the SVAR contract's benefits to work for customers across the country. We have been thankful for the opportunity and look forward to achieving even more for the Participating States with whom we partner under the new contract.
- SHI's account teams have significant tenure supporting the IT needs of State and Local Government and Education. Our field and inside sales teams are dedicated exclusively to Public Sector customers.
- SHI's e-Procurement systems are highly advanced and customized for our customers. Our quoting, ordering, tracking, and reporting capabilities are all customizable to help simplify our customers' processes.
- SHI's pricing methodology is competitive and stands the test of time. We understand that government entities need to identify cost savings wherever possible. SHI's proposal not only offers a competitive markup, but also provides additional opportunities to assist customers with real savings and help you to achieve best value in your procurements. Your SHI team will work with you every day to help analyze your spending, your current and future projects, and buying alternatives. The savings that States realize when working with SHI to plan and negotiate their Software Volume Licensing Agreements can be in the thousands, hundreds of thousands, or even millions of dollars.

SHI's response to Attachment A, Qualifications, provides NASPO ValuePoint with an overview of our experience and expertise working with states across the country in fulfillment of their software needs. We also provide details on the SHI sales and support team members who will support the new SVAR contract, just as they have supported the current agreement.



SHI's response to Attachment B, Methodology, provides NASPO ValuePoint with specific details of how we will support the day to day needs under the contract for NASPO ValuePoint, the Participating States, and each individual contract user. Our responses are based on real data from Participating States and the actual teams and processes that we have put in place to support this contract.

SHI has demonstrated that we are a top partner for NASPO ValuePoint Participating States. We are confident in our ability to meet and exceed your expectations and requirements under this contract. There are only a few areas where we have provided comments or requested clarifications within a separate section of the offer, per the instructions for Section 2: Solicitation Requirements, Information and Instructions to Offerors, section 2.3.4.

SHI would welcome the opportunity to discuss our proposal with you in more detail. We hope you find our proposal compelling, based upon the elements of this offer and also based upon the last five years of strong partnership under the SVAR contract. We have worked very hard to make the current SVAR contract a great resource for all contract users, and we are committed to enhancing our offerings, services, and team even further over the next contract term. We are confident in our ability to provide excellent support to NASPO ValuePoint and each Participating State under the new contract, and we look forward to working with you!



Staff Report 140-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT Professional Services Agreement for Professional Planning Services for the Transportation System Plan Update

Key Points

- The City's current Transportation System Plan (TSP) was adopted over 13 years ago.
- Factors such as increases in population, changes in land use, effects of the unanticipated economic downturn, improved mobility options, advancements in technology, and the evolution of transportation best practices has led the City to identify the TSP update as a high priority to ensure the system operates as safely and efficiently as possible.
- The City issued a Request for Proposals from planning firms to provide professional planning services to update the Transportation System Plan.
- City staff recommends awarding a contract to Nelson/Nygaard in the amount of \$1,091,523 for these services.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Present Situation

The City's first Transportation System Plan (TSP) was adopted in 2004 after three years of community outreach, policy development, financial and system analysis, and project prioritization. It was developed to provide the City with a vision and technical framework to guide transportation policy, facility investments, and implement decisions over the next 20 years. It was intended to establish a link between both short-and long-term transportation system designs and policies of the Comprehensive Plan, reinforcing the association between transportation system priorities and economic development.

While the plan set a 20-year transportation vision for the community, factors such as increases in

population, changes in land use, effects of the unanticipated economic downturn, improved mobility options, advancements in technology, and the evolution of transportation best practices have led the City to identify the TSP update as a high priority to ensure the system operates as safely and efficiently as possible. Further, completion of subarea plans such as the Vancouver City Center Vision Plan (VCCV), Section 30, and Westside Mobility Strategy, as well as the adoption of a Complete Streets policy, have established new policy and guidance that need to be incorporated more comprehensively into the City's TSP in order to provide consistent policy implementation.

The TSP update will provide a framework to guide transportation investments over the next 20 years or more in accordance with the community's vision and goals. It will be developed through a robust, equitable, and collaborative process with stakeholders and the community to help improve safety, mobility, and quality of life for City residents. It will include both short- and long-range strategies, and specific program, policy, and project recommendations to create an integrated multimodal transportation system that facilitates the safe and efficient movement of people and goods, accommodates anticipated growth, and is environmentally and fiscally sustainable.

Advantage(s)

1. Provides expertise in the transportation planning that will significantly enhance the quality and comprehensiveness of the final plan
2. The TSP update will address the increasing demand on the City's transportation system from new growth and redevelopment, while focusing on improving safety and access for all system users
3. Outcomes of the revised plan will be a multimodal approach to the City's transportation system, including reclassifying roadways; updating existing bicycle, pedestrian, and arterial street plans; developing new transit and freight plans; identifying future network needs; creating new street standards; developing performance measures; and identifying strategies for implementation in capital project planning

Disadvantage(s)

None

Budget Impact

Budget appropriation has been approved in the 2019-20 biennium for \$1 million. The project is funded by proceeds of the City's sale of surplus right-of-way property and other local transportation-related funding. The additional amount approved in this contract will need to be added during the next supplemental process and will be accompanied by amended funding transfer budget.

Prior Council Review

- Approval of the 2019-2020 budget which contained reference to the project
- Approval of the 2020-2025 Transportation Improvement Program (TIP)

Action Requested

Authorize the City Manager or designee to execute a Professional Services Agreement with Nelson/Nygaard to provide professional planning services for the Transportation System Plan update, in an amount not to exceed \$1,091,523, and authorize the City Manager or designee to

amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

Jennifer Campos, Principal Transportation Planner, 487-7728; Rebecca Kennedy, Long Range Planning Manager, 487-7896

ATTACHMENTS:

- ▣ Contract
- ▣ Budget
- ▣ Scope of Work

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
TRANSPORTATION SYSTEM PLAN UPDATE

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Nelson\Nygaard Consulting Associates, Inc., a California corporation, hereinafter referred to as "Contractor", whose address is 2 Bryant Street, Suite 300, San Francisco, California 94114.

WHEREAS, the City desires to engage the Contractor to complete an update of the City's Transportation System Plan and other related services on an asneeded basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 7-19, Contractor's proposal to said RFP; and and City Council's approval on October 7, 2019 of Staff Report No.; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to complete an update of the City's Transportation System Plan per RFP No. 7-19, Contractor's response to said RFP on file in City of Vancouver Procurement Services, and by herein attached ATTACHMENT A- Vancouver, Washington Transportation System Plan Update Scope of Work dated September 8, 2019 and ATTACHMENT B – TSP BUDGET all by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from Citystaff.

Compensation is limited to the amount specified for each specific task and/or sub-task as listed in herein attached and by reference made part of this contract BUDGET, Vancouver Washington, Transportation System Plan Update dated September 8, 2019, unless amended per

Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$1,091,523.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 7-19 and RFP No. 7-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s)

assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of _____, 20 . It is agreed services hereunder shall be completed by _____, 20 .

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all

copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared

between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48 against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

Limits may be achieved through the use of primary and umbrella and/or excess limits.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence, \$2,000,000 General Aggregate and two million dollars (\$2,000,000) products and completed operations; and not less than one million dollars (\$1,000,000) combined single limit Automobile Liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial General Liability policy.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement ISO Form CG 2010 and CG 2037 or its equivalent in favor of the City must be included with the certificate of insurance.

c. Worker's Compensation. Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services. The Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance.

d. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at

limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

e. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, Professional Liability insurance (Errors and Omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit per claim and aggregate.

f. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

g. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

h. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only. If the Professional Liability policy is claims made, it must have a retro date prior to the start of the Agreement, and coverage must remain in force for six (6) years after completion of the service. If not, a six (6) year tail must be purchased.

Contractor shall provide evidence of all insurance required , and this shall be provided upon renewal of all insurance policies. Failure of the City to obtain the Certificate of Insurance shall not relieve the Contractor from the obligation to purchase such coverage. Evidence shall be provided to the City on a standard "ACORD" or comparable form.

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Managing Director
Nelson/Nygaard Consulting Associates

415 W 6th Street
PO Box 1995
Vancouver WA 98668-1995

Inc
2 Bryant St Ste 300
San Francisco, CA 94105

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20____

ALL SIGNATURES ON NEXT PAGE

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Nelson/Nygaard Consulting Assoc, Inc.

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

Vancouver, Washington

Transportation System Plan Update

September 8, 2019

Scope of Work

The following scope of work covers technical work and community engagement required to develop a Transportation System Plan (TSP) Update for the City of Vancouver, WA (herein referred to as “the **City**”). The consultant team led by Nelson\Nygaard Consulting Associates, in association with Alta Planning + Design, DKS Associates, Parametrix, and Brightside Engagement (**Consultant**), will execute the scope of work.

The Consultant will provide all interim and final work products in Word, PDF, GIS, and Excel formats, as appropriate. The Consultant will produce a draft of all major deliverables and will incorporate feedback into a final version based on two rounds (unless otherwise noted) of non-conflicting comments. All electronic files and GIS databases/shapefiles will be provided to the City.

Task 1: Project Management and Oversight

Task Purpose:

- Establish a Project Management Plan to guide Consultant and City staff efforts throughout the TSP Update
- Establish working roles and protocols between the Consultant and City staff

1.1: Hold Project Kickoff Meeting(s)

The Consultant will work with City staff to schedule and convene a kickoff meeting that includes the City project manager and key City staff along with primary members of the consulting team. The kickoff could also be scheduled as two adjacent meetings with one being oriented to higher-level management and a second for just core City project staff.

The purpose of this meeting(s) will be to:

- Discuss project goals, schedule, and outcomes
- Determine Project Management Team (PMT) composition (e.g., 1-4 people who will be the most closely involved from the City’s side)
- Determine Technical Advisory Committee (TAC) composition and roles
- Identify data needs for existing conditions assessment
- Discuss community outreach goals and methods
- Discuss role of geographic area leads and potential sub-areas—consultant team members will specialize in both a modal element as well as one area of the city. The Consultant suggests dividing the city into five sub-areas.

1.2: Develop Project Management Plan

The Consultant will create a Project Management Plan (PMP) detailing Consultant and City roles and responsibilities, assumptions regarding scope execution, schedule, and milestones. The PMP will also act as a project charter, including a brief statement about project goals and objectives and project decision making that can be used as reference throughout the project.

The PMP will address the following topics in addition to others identified by City staff:

- Project communications
- Project schedule
- Project staffing
- Data management and ownership
- Change management
- Quality Assurance and Quality Control
- Project decision making

The Consultant will develop a draft PMP for review by City staff. Once a consolidated set of comments are received, the Consultant will provide a working draft of the PMP. This will be a living document and can be updated if needed throughout the project.

1.3: Hold Bi-Weekly Calls

The Consultant will set up bi-weekly 45-minute calls with the core PMT and consultant team. These calls will be used to track project tasks and schedule, discuss upcoming meetings and events, and review work products. The Consultant will send agendas at least one business day in advance and provide notes and action items after each meeting.

Task 1 Deliverables:

- Kickoff meeting notes and action items
- Project Management Plan
- Bi-weekly call agendas and action items

Task 1 Meetings:

- Attend Kickoff Meeting (6 staff)
- Kickoff Meeting #2 (Contingency)
- Up to 48, 45-minute project management calls (2 to 3 staff)

Task 2: Create Public Involvement and Project Communications Strategy and Content

Task Purpose:

- Determine public outreach goals and create a detailed plan for how to achieve them
- Establish project visual language
- Set up ongoing public communication tools to be used throughout the project

2.1: Develop Public Involvement Plan (PIP)

A successful Vancouver TSP depends on a robust, inclusive, and equitable public outreach process that will elicit input from key stakeholders and a broad cross-section of the community. The Public

Involvement Plan (PIP) will be created at the start of the project to document the Consultant’s outreach strategy and methods, as well as provide specific quantities and tactics for events, staffing, and timing of outreach. The PIP will be a working document that the Consultant updates as needed throughout the project.

Typical elements of a PIP include:

- Public Outreach Goals –the City may desire outcomes from the outreach process beyond the goals of the project itself, such as building a relationship with a particular neighborhood or agency, engaging a certain percentage of the population, etc.
- Project Messages – Bullet list of talking points that can be used by the City and Consultant when talking about the project to ensure a unified message.
- Target Audiences – List of stakeholders, particular agencies, or community enclaves to engage.
- Outreach Schedule – Build upon the project schedule to add detail about when specific outreach activities are envisioned to occur. Create a robust list of outreach opportunities, including good locations for pop-ups (community centers, grocery stores, churches, etc.), a list of major community events and dates (festivals, farmer’s markets), and times and locations of regularly scheduled community group meetings (e.g. neighborhood associations, C-Tran Citizens Advisory Committee, Business Improvement Districts).
- Outreach Tools – includes timeline, staffing, and notification methods
 - Tools to share information (e.g. website, social media)
 - Tools to collect and compile input (e.g. surveys, pop-ups)
- Contacts Database – Working database of agencies and individual contact names for e-blasts, stakeholder interviews, or targeted messaging.

The PIP will set project roles and expectations of three advisory bodies who will provide project oversight and deliverable review throughout:

1. Technical Advisory Committee (TAC) – The project TAC will meet seven times throughout the TSP planning process. The Consultant will provide recommendations to City staff regarding the list of participants for the TAC. City staff and/or City leadership will extend invitations to join the TAC. The Consultant will coordinate meeting times, locations with assistance from City staff. The Consultant will facilitate TAC meetings with input from City staff. (TAC meetings are scoped and budgeted sequentially in this SOW.)
2. Transportation and Mobility Commission (Commission) – This newly formed group has regularly scheduled meetings. The scope assumes that the Consultant team will present to the Commission on the TSP Update three times during the process. (Commission meetings are scoped and budgeted sequentially in this SOW.)
3. Sounding Board – A small group of City staff who will lend fresh eyes to materials before a major event (i.e., to include staff not involved in day-to-day project management). This group will identify risks, helping the project team anticipate questions or concerns from the community. Consultant expects the City to engage this group as part of its deliverable review.

The PIP will also solidify the approach for creating geographic and modal leads to avoid falling into a modal “silo” mindset. Below is an initial breakdown of the city by staff person, which will be finalized during the PIP process.

Figure 1-1 Area Leads and Topic Leads

Team Member	Area Lead	Topic Lead
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Team Member	Area Lead	Topic Lead
Stephanie Wright (N\N)	Central South	Street Network Co-Lead
Brie Becker (N\N)	Central North	TDM/ITS Co-Lead
Ryan Farncomb (Parametrix)	Southeast	Transit Co-Lead
Derek Abe (Alta)	Westside	Active Transportation
Carl Springer (DKS)	Northeast	Freight TDM/ITS Co-Lead Smart Mobility Co-Lead (infrastructure) Street Network Co-Lead

2.2: Develop Project Branding and Visual Identity

The Consultant will host a brainstorming session with the PMT to develop a logo, project name, and overall look and feel for project materials. The Consultant will provide the PMT with multiple brand, logo and project naming options. The PMT will provide input on options, which will be used to create a final project logo, name, and design conventions.

This task will also develop **graphic design guidelines for use throughout the project** so that print, web, and outreach materials maintain a consistent look and feel.

2.3: Develop Online Engagement Tools and Project Videos

The Consultant will create materials for a Be Heard project page that includes information about events, project updates, deliverables, and opportunities for feedback and engagement. Consultant will provide materials the City can use to update the page throughout the project to include project deliverables, event publicity, and outreach tools (e.g. survey, videos).

Social media is a powerful tool that can reach many Vancouverites; however, it is most effective when shared among multiple platforms and users. The Consultant will create a social media calendar and update it throughout the project. This calendar will include messages for posting and directions for which platforms to post on (Instagram, Facebook, Twitter, Next Door), groups to tag, and hashtags to use, so our project is promoted throughout the community. By having a standard set of messages in the calendar, the City will be positioned to ask project partners to post messages on their own social media and tag the project.

The project website will include short and engaging videos designed to convey project information, potential tradeoffs, and the importance the project plays in the city's future. Consultant will create up to three 60-second videos at points throughout the project. These will be managed by Parametrix but created through a video developer (included in the budget as a direct cost).

Consultant will create a database of contacts that will be used for periodic e-mail blasts.

2.4: Hold Technical Advisory Committee Meeting #1

As the team starts begins work on technical analysis, a first meeting with the TAC will be needed to introduce the project, discuss the PIP, and gain insights into the group's desired outcomes from the TSP. The Consultant will prepare an agenda and meeting materials to introduce the project and facilitate a discussion exercise to gain an understanding of desired outcomes for the project and for Vancouver's transportation system.

Task 2 Deliverables:

- Public Involvement Plan
- Branding materials
- Graphic design guidelines and project templates (document, PowerPoint, etc.)
- Videos (up to 3)
- Project website content
- Social media calendar (to be updated throughout project)
- TAC Meeting #1 agenda, facilitation materials, and meeting summary

Task 2 Meetings:

- Attend TAC #1 (2 staff)

Task 3: Develop Project Background, Baseline, and Goals

Task Purpose:

- Set a baseline for the TSP including studying the city's goals and policy framework, regional context, and trends since the last TSP
- Develop high-level existing conditions materials that are meaningful and accessible for public outreach and the project committees
- Develop updated transportation vision and goals (working version to be updated again after public outreach)

3.1: Conduct Policy and Background Review

The City has adopted various transportation and land use goals and policies in the current TSP, the Comprehensive Plan, subarea and actions plans, and in the City Strategic Plan. This task will include a detailed review of existing policies and plans to identify where there is support or tension between policies and recent city visioning work, where policy directions conflict, and to understand planned projects across the transportation system. The Consultant will identify key owners of each policy to help facilitate conversations about how to resolve these tensions during the course of the plan process.

This task will also include a review of model policies from peer cities around the Northwest and North America. The Consultant will work with City staff to identify 8-10 key policy areas for exploration and identification of best practices. These will be integrated in the Policy and Background Review Memorandum.

The City has numerous subarea and neighborhood plans, as well as a citywide safety study and other efforts that the TSP must build upon. The Consultant will review background studies for projects, programs, and any detail on modal networks that can be used in the TSP. Regional plans and studies, including those produced by the Regional Transportation Council (RTC), will also be included.

A technical memorandum will be produced by Consultant to document the current transportation and land use policy context, including key challenges and opportunities for consideration during the TSP update.

3.2: Develop Draft Transportation System Vision and Desired Outcomes

A vision, goals, and objectives for the Vancouver transportation system will be developed in Task 6 following extensive outreach with the community and key stakeholders. This early task is proposed simply

to document some language from the plan and policy review and provide content for people to react to. The intent is not to feed the public content, but to test key themes that arise from previous surveys, community engagement, transportation planning efforts, and the Council Visioning survey and report. These will be presented as “vision elements” with opportunities for people to add or disagree with key themes. Similarly, rather than asking about goals, the Consultant will test “desired outcomes,” or the futures that people want for their community, travel, and related outcomes such as safety and affordability. The Consultant has a number of fun and engaging outreach processes and games that allow community members to provide feedback in a constructive and engaging fashion. These “themes” will be used throughout Task 4 (engagement).

3.3: Develop State of Mobility Brochure

The State of Mobility Brochure will provide informative statistics and trends told in a graphic-rich format. The brochure will be the basis upon which public outreach materials will be built in Task 4, therefore it will focus on simple yet telling data and statements. The input received from the public will inform the much more in-depth analysis by mode of transportation the Consultant will conduct in Task 5.

Information in the State of Mobility Brochure will include among other potential elements:

- Highlights from policy and plan review including crash analysis.
- Community profile and market analysis to tell the story of growth and change in Vancouver, including development patterns, population change, and neighborhood change.
- Key performance data for transit, bicycle, pedestrian, and freight existing networks.
- Traffic volumes, major travel routes, and areas of congestion.

3.4: Hold Technical Advisory Committee Meeting #2

The Consultant will present the State of Mobility Report to the TAC to gather feedback in advance of public outreach in Task 4.

City staff will identify and reserve a venue for TAC meetings. The Consultant will draft the invitation, agenda, meeting materials, and prepare a meeting summary with action items.

3.5: Hold Transportation and Mobility Commission Meeting #1

The Consultant will prepare for and deliver a presentation to the City of Vancouver Transportation and Mobility Commission (Mobility Commission). The presentation will cover similar materials as the first TAC meeting. In particular, this will be an opportunity to share and receive feedback on the draft State of Mobility Report materials before they are revealed to the public.

Task 3 Deliverables:

- Policy and Background Review Memorandum
- Draft vision and outcomes statements
- State of Mobility Report
- TAC Meeting #2 agenda, facilitation materials, and meeting summary
- Mobility Commission Meeting #1 agenda, facilitation materials, and meeting summary

Task 3 Meetings:

- Attend TAC #2 (2 staff)
- Attend Mobility Commission #1 (2 staff)

Task 4: Conduct Community Outreach Phase 1: Issues and Opportunities

Task Purpose:

- Present neighborhood-based State of Mobility Report materials to get people thinking about transportation needs in their community
- Test and refine transportation system draft transportation vision and desired outcomes developed in Task 3
- Gather new themes or community desired outcomes to inform Task 5 analysis
- Develop draft transportation vision and goals

4.1: Develop and Publish Online Survey

The Consultant will develop online survey materials for the City to post on the Be Heard Vancouver project page. The intent of this survey will be to gauge community values, issues, and opportunities regarding the transportation system and local and regional travel. The online survey will be published in English, Spanish, and Russian. The Consultant will promote the survey through our social media platform, website, e-mail blast, and outreach events.

4.2: Stakeholder Meetings

An effective method for engaging a large number of stakeholders is to block off a large chunk of time, set up at a centralized location like City Hall, and create time slots and invite stakeholders far enough in advance to secure a high rate of attendance. The Consultant team will be on site for two consecutive days to understand issues and priorities for Vancouver's transportation systems. The Consultant will create a discussion guide and invitation e-mail. City staff will provide input on how to best group stakeholders by neighborhood or by topic area. Consultant will work with City to hire a CBO representative to drive participation from the Russian and Hispanic communities in Vancouver. Community conversations might include the following groups:

- Russian-focused group with interpretation, stipend, childcare, and food, including:
 - Slavic Christian Academy
 - Slavic Grace Baptist Church
- Spanish-focused group with interpretation, stipend, childcare, and food, including:
 - Professional Latino Services
 - Latino Community Resource Group
 - Clark County Latino Youth Conference
 - Hispanic Metropolitan Chamber
- El Hispanic News Agency staff (WSDOT, C-Tran, City, Clark County)
- Local businesses (focus on minority-owned businesses)
- Education (schools, universities)
- Major employers (Hewlett Packard, BPA, etc.)
- Local real estate developers with investments or interest in regional land use
- Healthcare providers (PeaceHealth, Vancouver Clinic, etc.)
- Community and neighborhood groups
- Nonprofits
 - YWCA Clark County

- Vancouver Housing Authority
- Clark County Veteran’s Assistance Center
- Freight representatives
 - Vanport Trucking
 - Joel Olson Trucking, Inc.

The Spanish and Russian stakeholder meetings will be recruited for using community leaders, who will receive a stipend. Participants will also be offered food, childcare, and an incentive.

City staff can choose to attend stakeholder meetings or decline in order to allow for more open input from stakeholders.

4.3: Plan and Support Community Events

Community events will include piggybacking off already planned events happening in the community plus a series of neighborhood pop-ups engaging people in places where they already gather.

The two community events would include tabling at a farmer’s market or festival – events that have a large draw across the city and the region. This provides input from visitors as well as residents.

Pop-up events intercept people at places people visit in the course of daily life, such as sports events, grocery stores, community centers, etc. Pop-ups will be held in each area of the city. Staffing will include Consultant area lead plus a city representative. The Consultant will prepare outreach materials and will set up eight to ten pop-up events.

4.4: Community Presentations

Consultant will use the PIP to identify community groups who have regularly scheduled meetings that are opportunities for the TSP team to provide brief project updates and gather comments. The Consultant will develop a stock presentation and work with the community group to secure time on the agenda. It is expected that City staff will make the presentations and provide any necessary print materials. The Consultant will also provide a brief questionnaire that can be used at community presentations. This will align with the community survey question themes and provide an opportunity to broaden community input.

4.5: Develop Draft Transportation System Vision and Desired Outcomes (Stage 2)

The TSP will need to be grounded in a clear vision for where the City of Vancouver is headed. Recent work to support the City Council’s community vision provides an excellent background. The Consultant will review this work with City staff that supported its development and interfaced with the community.

Since mobility is not an end in itself, but rather a means to addressing community goals of economic resilience, sustainability, livability, and social equity, the Consultant will need to start with clear working community vision and goals. The Consultant team will use community and stakeholder input and results of the policy review (particularly from recent City Council visioning work) to develop a working draft Transportation Vision and set of Desired Outcomes. At this point in the process it is helpful to frame goals as community desired outcomes, tangible futures that people can respond to without getting hung up on planning terms. Desired Outcomes will be translated into project goals later in the process.

The Consultant will provide a brief document that includes a working draft Transportation Vision and set of 8 to 12 Desired Community Outcomes.

4.6: Hold Technical Advisory Committee Meeting #3

Completion of the working draft Transportation Vision and Desired Outcomes will be an opportune time for the third Technical Advisory Committee (TAC) meeting. This meeting of the TAC will focus on:

- Input themes gathered during community outreach
- Working draft Transportation Vision
- Working Draft Desired Outcomes
- Presentation to the leadership/policy maker group

City staff will identify and reserve a venue for TAC meetings. The Consultant will draft the invitation, agenda, meeting materials, and prepare a meeting summary with action items.

4.7: Management Leadership Team Meeting #1

The Management Leadership Team will include representation from multiple City department directors. This group will be briefed four times throughout the project. At this first meeting, the Consultant will highlight materials from the first three TAC presentations to ensure City leadership can provide insights and comments into existing conditions work.

4.8: City Council Meeting #1, Planning Commission Meeting #1

Now that a substantial amount of work has been complete, the Consultant will brief City Council and the Planning Commission at their regularly scheduled meetings on existing transportation conditions and community outreach findings. Information from previous TAC meetings or Management Leadership Team meetings will be highlighted.

4.9: Hold Leadership/Policy Maker Presentation/Workshop #1

The Consultant will prepare for and help facilitate up to two presentations with City leadership, which could include representatives from the Management Leadership Team, senior staff, City Council and/or Planning Commission members. These presentations would be aimed at explaining how an updated TSP benefits Vancouver, the benefits of multimodal street design, and how the TSP will slot into city processes. The Consultant will also come with key questions the Consultant want input on from these groups to inform our next stage of analysis.

This initial Leadership workshop would come at a time when the Consultant has collected significant data community desired outcomes and have the State of Mobility Report drafted, identifying key issues, challenges and opportunities. The team will also have a working draft vision and desired outcome for executive leadership and policy makers to respond to. The meeting will be structured as a two-way conversation—sharing what the team has learned and facilitating a discussion to provide critical feedback from participants.

Task 4 Deliverables:

- Community web survey draft, beta version, and final
- Community Needs Assessment Results Memorandum that will become or contribute to a Community Needs chapter of the TSP
- Stock presentations and boards used for community events
- TAC Meeting #3 agenda, facilitation materials, and meeting summary
- Management Leadership Team, City Council, and Planning Commission presentation materials
- Leadership/Policy Maker Workshop #1 agenda, facilitation materials, and meeting summary

Task 4 Meetings:

- Attend Stakeholder Meetings (2 staff)
- Attend TAC #3 (2 staff)
- Attend Management Leadership Team #1 (1 staff)
- Attend City Council #1 (1 staff)
- Attend Planning Commission #1 (1 staff)
- Attend Leadership/Policy Maker Workshop #1 (2 - 3 staff)
- Attend 2 community events (2 staff) and 8-10 pop-ups (1 staff per event)

Task 5: Conduct Transportation Systems Analysis and Needs Assessment**Task Purpose:**

- Conduct technical and trend analysis for each mode/system (current and future – 2040)
- Assess issues and opportunities voiced by the community, stakeholders, TAC, and Commission
- Identify transportation gaps and needs for each modal system and for local neighborhoods
- Set the stage for creation of projects, programs, and policies by using analysis to identify initial solutions
- Conduct a focused assessment of the City's role in transit and set a baseline for identifying opportunities to improve transit performance and quality

5.1: Identify Key Land Use, Demographic, and Socio-Economic Trends (Current and 2040)

There is an inextricable connection between land use and travel behavior. The Consultant will conduct a review of current and future land use patterns and trends to inform planning, analysis and community engagement throughout the TSP process. This analysis will review current zoning and land use regulation, any potential regulatory changes, and evaluate current and future (2040) demographic patterns, such as:

- Population and population density
- Employment and employment density
- Location of low- and working-wage jobs
- Distribution of specific populations such as low-income residents, residents over age 65, people of color, youth, etc.
- Housing types and housing cost
- Location of manufacturing and industrial businesses
- Other socio-economic variables that contribute to our understanding of the transportation system

The Consultant has several typical data indices that it uses, combining data sources to help illustrate transportation needs and gaps.

The Consultant will develop a short memorandum including maps and graphics demonstrating key data and trends.

5.2 Conduct Technical Analysis and Needs and Opportunities Assessment for Modal Systems

Assessing the City of Vancouver's current and future modal investment and policy needs is a foundational element of developing the TSP update. This task will evaluate each modal system in more depth than the

level included in the State of Mobility Report. For each modal element the Consultant will review technical data and integrate themes heard from the community, stakeholders, and the Commission.

The Consultant will develop a technical memo for each modal element that will include the following basic elements, in addition to any mode-specific analysis identified below:

- Summary of relevant policies
- Map of the current modal system
- Performance evaluation using relevant performance measures/indicators
- Summary of community input
- Identification of needs, gaps, and deficiencies
- Highlight of industry trends
- Summary of any demographic/land use trends impacting future needs or requiring policy attention

Each modal assessment will focus on current condition and planned changes.

5.2.1: Conduct Street Network System Assessment

The Consultant will evaluate the motor vehicle system performance for passenger vehicles based on current and future vehicle demands to understand how well the system meets traveler needs. The Consultant will conduct the assessment using travel demand information from existing and readily available sources provided by the City, County, and WSDOT. No new traffic volume counts will be collected by the consultant team. Traffic performance reporting will emphasize conditions on arterials and corridors rather than on at-grade intersection conditions. The horizon planning year travel volumes will be taken from the most recent regional travel model managed by RTC. The Consultant will use the horizon planning year 2040 as the forecast year.

The Consultant will work with the project management team to define appropriate performance measures and methods, data sources, and targets. These measures will build from the methods defined in the City's concurrency ordinances for motor vehicle performance, and may include vehicle-miles traveled, travel time, person trips, and the extent and duration of system congestion. The Consultant will draft a memorandum documenting the methods and assumptions for the motor vehicle system analysis for review and approval by the project management team.

The street network system assessment will focus primarily on corridor level indicators, such as travel speed, travel time index and hours of excessive congestion. No evaluations for major at-grade intersections will be performed.

Outcomes of this performance evaluation process will be an identification of roadway junctions and corridors where the existing and future (which includes committed capital projects) system elements that fall below identified performance targets. Findings will be tabulated and mapped to show the extent and location of key performance issues. In addition, the Consultant will identify the current ITS solutions that improve system efficiency and provide recommendations for additional management strategies.

The street network system assessment will also address curb space use in denser areas such as downtown. The Consultant will assess current curb space use, issues, and emerging conflicts. The assessment will evaluate where Transportation Network Companies (TNC) and delivery vehicles lead to potential conflicts with other modal access points and where potential regulatory and curb changes may be required to accommodate or manage new curb demands. The Consultant will evaluate current on-street parking needs (focused largely in areas with managed parking needs) and assess future access requirements and

how shifting mobility technology and use may affect future demands for long-term and short-term curb parking.

5.2.2: Conduct Freight System Assessment

The Consultant will evaluate motor vehicle system performance for freight vehicles based on current and future vehicle demands to understand how the current system is meeting freight needs. The freight analysis will include current patterns in and through Vancouver, major origins and destinations, and conditions along key freight corridors.

The Consultant will analyze how well the system meets the needs of freight using readily available sources provided by the City, County, and WSDOT. The freight system assessment will use data compiled from readily available sources. No new traffic volume counts will be collected by the consultant team. Traffic performance reporting will emphasize conditions on arterials and corridors rather than on at-grade intersection conditions. The Consultant will use the horizon planning year 2040.

The consultant team will work with the project management team to define appropriate performance measures and methods, data sources, and targets. The motor vehicle system evaluation will focus primarily on corridor level indicators, such as travel speed, travel time index and hours of excessive congestion. The evaluation will use readily accessible data and report archives and will not involve significant new operational analysis. No evaluations for major at-grade intersections will be performed.

5.2.3: Conduct Pedestrian Assessment

This phase of work will begin with a data collection and assessment effort to assess existing data and potential to access additional data as needed. The Consultant will conduct a comprehensive inventory of existing and planned active pedestrian facilities through review of relevant planning documents, programs, policies, and community and stakeholder input. Consultant will work closely with the City to understand the current pedestrian context and climate. An analysis of existing and planned pedestrian transportation routes will be performed to identify deficiencies and gaps in the pedestrian networks. Analyses will include the following, based on available data:

- Pedestrian counts
- Presence/absence and condition of existing pedestrian facilities
- Gaps and opportunities in network connectivity as they relate to other modes such as bicycle circulation, transit and new mobility.

The results of these analyses will culminate in a pedestrian circulation map atlas with special emphasis placed on the identification of pedestrian facility integration, Complete Streets, closing gaps in connectivity, “Level of Stress,” and potential opportunity sites that support a better integrated multi-modal network. Elements of this Pedestrian Map Atlas (which may be combined with a Bicycle Map Atlas) produced in GIS will be easily adapted to web and pdf formats.

5.2.4 Conduct Bicycle System Assessment

The Consultant will conduct a comprehensive inventory of existing and planned active bicycle facilities through the review of relevant planning documents, programs, policies, and community and stakeholder input. The Consultant will work closely with the City to understand the current bicycle transportation context and climate, and in developing a strategic, context sensitive approach to the modal elements and recommendations.

An analysis of existing and planned bicycle transportation routes will be performed to identify deficiencies and gaps in the bicycle network.

Analyses will include the following, based on available data:

- Bicycle counts
- Presence/absence and condition of existing bicycle facilities
- Gaps and opportunities in bicycle network connectivity, and as they relate to other modes such as walking, transit and new mobility.
- Citywide Bicycle Suitability/Demand analysis considering activity centers (e.g., schools, parks, recreational, and/or retail destinations)
- Citywide Bicycle Level of Traffic Stress (B-LTS)

The results of these analyses will culminate in an active transportation map atlas with special emphasis placed on the identification of bicycle facility integration, Complete Streets, closing gaps in connectivity, “Level of Stress”, and potential opportunity sites that support a better integrated multi-modal network. Elements of the Bicycle Map Atlas (which may be combined with a Pedestrian Map Atlas) produced in GIS will be easily adapted to web and pdf formats.

In the event that the results of the bicycle demand and B-LTS analyses are insufficient in generating specific improvement recommendations, comparing alternatives, prioritizing projects, or quantifying and predicting levels of traffic stress and connectivity, the Consultant will perform a more appropriate sensitivity analysis or other qualitative analyses, and/or evaluate broader geographic dataset to address these deficiencies, and better account for specific needs.

5.2.5: Conduct Public Transportation Assessment

The transit landscape in Vancouver is changing quickly, with implementation of BRT through The Vine. Planned expansion of The Vine (with Fourth Plain currently under design) and potential resurfacing of a transit bridge across the Columbia River mean transit will require in-depth analysis. The TSP process provides opportunity to both enhance transit throughout neighborhoods, providing access and mobility options, as well as use transit as a way of alleviating downtown congestion. Enhanced transit networks like The Vine are also an opportunity to create complete streets through better walking networks to access transit investments.

In this first transit task Consultant will summarize current service levels and productivity. This will include an assessment of transit frequencies and span of service overlaid with population and employment density, ridership by stop (Consultant expects C-Tran to provide this data in a clean format), and productivity levels (ridership per revenue hour and mile, on-time performance) compared to similar-sized systems. This analysis will include both C-Tran’s fixed-route and demand-response services. Financial analysis including trends in operating and capital cost as well as cost per hour, cost per mile, and farebox recovery will paint a picture of service efficiency. Planned changes to transit routes compared against areas of the city that are growing or will grow by 2040 will be used to assess service gaps and opportunities.

Vancouver is a major hub in the regional transit network. An inventory of existing intercity providers, levels of service, and ridership (if available) will be created.

5.2.6: Conduct Transportation Demand Management (TDM), Transportation Systems Management (TSM), and Intelligent Transportation Systems (ITS) Assessment

In a growing city and region Transportation Demand Management (TDM), Transportation Systems Management (TSM), and Intelligent Transportation Systems (ITS) technology play an increasingly important role in managing travel demands. TDM connects people to infrastructure with incentives, programming, and policies that make a broader range of travel options viable and attract active. The

Consultant will baseline Vancouver's TDM program and assess the role of the State Commute Trip Reduction (CTR) program in Vancouver. The assessment will include a review of best practices that are viable for Vancouver, including assessing how emerging options and mobility technologies might address and change demands.

This task will also evaluate TSM and ITS programs and technologies that are in place locally and relevant regional programs, identifying opportunities for future TSM improvements. DKS has worked with the City of Vancouver and Clark County traffic signal system management teams and will use this baseline knowledge to support the assessment. Our needs analysis will focus on how the agencies currently work to improve safety, monitor performance, and enhance efficiency and what opportunities exist to improve those roles.

5.2.7: Conduct Smart Mobility / Connected Mobility Assessment

This modal element will develop a policy framework to guide projects and programs, from infrastructure components to technology services to specific micro-mobility or e-mobility service platforms. First, The Consultant will work with the City and its stakeholders to define smart mobility and how they seek to benefit from modern mobility innovations and disruptions. The Consultant will conduct a high-level scan of regional, statewide, national, and global trends and efforts related to smart mobility services, data and information access, tools, and infrastructure. This scan will assess risks related to the local and global trends based on criteria derived from Vancouver's overarching community goals, transportation funding and financing, growth and land use profile, and other risk factors that may need City policy or management intervention. DKS will lead infrastructure elements such as connected signals and autonomous vehicles, and The Consultant will focus on themes such as Mobility as a Service and bike share.

As noted in the State of Mobility scope task, The Consultant will assess the regulatory and funding environment related to smart and emerging mobility. The Consultant will also conduct a new mobility propensity analysis to determine how different neighborhoods and land use environments respond to shared mobility services and how they may facilitate access to transit. The propensity analysis will delineate use propensity for auto-centric shared services (i.e., TNCs and car share), active mobility-oriented shared services (i.e., micromobility services), and shared mobility options for first-/last-mile connectivity (i.e., broad cross section of small and large vehicle sharing options).

5.3: Enhanced Transit Analysis

The Consultant will develop an analytic framework for the City of Vancouver to identify its roles in providing high-quality public transit and investment opportunities that enhance or supplement C-Tran service and capital investments. The RTC High Capacity Transit (HCT) Plan provides a framework for regional investment and C-Tran is working to develop capital projects in key corridors, building on the Fourth Plain BRT (The Vine) Project. Transit analysis conducted in this task will focus on creating a City transit vision for service based on community needs and growth projections, a policy basis for what types of transit treatments can be applied to optimize service safety and efficiency, and ways the City and C-Tran can partner in terms of land use processes, infrastructure responsibilities, or street design. The goal of this task is to chart a path for transit to continue growing its role in the community through partnerships with the City.

Consultant will build on the analysis in Task 5.2.5 to better understand service performance and how well service is matched to demand. This will include:

- Identifying and validating transit corridors based on existing stop-level ridership, INRIX origin-destination data, and projected growth from the RTC model.

- Assessment of transit system delay. This is calculated by comparing bus run times to general traffic travel times. Consultant will also compare travel times on The Vine to understand the efficacy of current transit priority treatments.
- Comparison of auto to transit travel times between major origin and destinations.

The rollout of enhanced transit on The Vine is a key development in Vancouver. Consultant will evaluate BRT/enhanced transit/high capacity systems being planned and deployed in up for four communities to understand how these routes or systems are being planned and designed, performance metrics tied to service deployment and evaluation, and street design tools used to enhance transit speed and safety.

Consultant will met with C-Tran to discuss opportunities based on the analysis of existing service and peer review. This will include where C-Tran envisions the system growing, types of service needed, and how trends in technology or demographics affect service delivery. Since streets belong to the City and land uses are approved by the City, a discussion is also needed around how these two critical topics can support transit. Up to two meetings with C-Tran are expected. Consultant will gather rider perspectives by meeting with C-Tran's Citizens Advisory Committee up to two times.

Next, Consultant will set the stage for future transit investment by creating an initial set of evaluation factors for different types of transit service. These factors might include population density, employment density, regional connectivity, equity, future growth, delay, or existing ridership. The goal is to set up a network in Task 7 of families of transit services that match service to needs, such as a high-frequency or high-capacity set of routes, a set of core routes, local connectors, or demand-response zones. This task will create the policy framework for the creation of the future transit network.

5.4: Staff Work Session #1

The Consultant will work with City staff to schedule, organize, and facilitate staff work sessions including staff beyond those who are intimately involved with the TSP. These work sessions will be opportunities to test ideas, gather input, and ensure the Consultant can operationalize the TSP's projects, programs, and policies.

Staff Work Session #1 will focus on findings from the modal assessments in task 5. The Consultant will identify key challenges and opportunities from the modal assessments and discuss outreach and community communication methods to address those challenges and opportunities.

5.5: Hold Technical Advisory Committee Meeting #4

This meeting of the Technical Advisory Committee (TAC) will be schedule following an initial core staff review of Task 5 technical analysis and modal assessments. This meeting will focus on:

- Findings from modal assessments
- Facilitated discussion of key opportunities for the TSP update

City staff will identify and reserve a venue for TAC meetings. The Consultant will draft the invitation, agenda, meeting materials, and prepare a meeting summary with action items.

Task 5 Deliverables:

- Memorandum on Land Use, Demographic and Socio-Economic Trends as they relate to future transportation system needs
- Area walk audits (contingency)
- Group bike rides (contingency)

- Draft and Final Modal analysis memorandum (7): Street Network, Freight, Pedestrian, Bicycle, Public Transportation, TDM/ITS, Smart Mobility
- Enhanced Transit Analysis Memorandum
- Staff Work Session #1 agenda, facilitation materials, and meeting summary
- TAC Meeting #4 agenda, facilitation materials, and meeting summary

Task 5 Meetings:

- Attend TAC #4 (2 staff)
- Up to two working sessions with C-Tran
- Up to two presentations to C-Trans' Citizens Advisory Committee
- Staff Work Session #1 (2 Staff)

Task 6: Develop Goals Framework

Task Purpose:

- Develop project goals and a framework for evaluating and prioritizing TSP policies and investments
- Update the processes and practices that will be used to deliver the programs, projects, and policies of the TSP
- Set up ways of measuring performance and benchmarking success
- Host staff work sessions to understand existing practices, challenges, and opportunities
- Create tools that can be integrated into city processes or create new processes

6.1: Develop Transportation Vision, Goals, and Evaluation Framework

The TSP Update is a chance to reset a transportation vision and goals for Vancouver that are directly rooted in current community values and direction set by City Council and executive leadership. The team's work in earlier tasks listening to the public, community stakeholders and leaders will inform the selection of the project goals and evaluation framework. The selection of the project goals will communicate the values that the transportation system should be designed to achieve and preserve. The Consultant will use interactive and flexible engagement approaches as identified in Task 3 to reach a broad audience. The Consultant will engage staff and the TAC to develop concrete, measurable goals. Most importantly, development of a project goals framework will build on the early working vision and desired outcomes and community, staff, TAC and leadership feedback to that content.

The Consultant will build on the past planning assessment, the existing conditions analysis, and public feedback to develop an evaluation framework that will help guide content for each modal element of the TSP and overall plan priorities. The evaluation framework will recommend performance measures stemming from and supporting the mobility goals developed in the policy framework. The evaluation framework will employ a rigorous, data driven, outcome-based approach using a Multiple Account Evaluation (MAE) framework to identify and evaluate investment opportunities. The MAE evaluation framework applies performance measures at the scenario and project level. Examples of performance measures include:

- Mobility – mode split (all vs. commute trips), ridership/activity by mode, trip length
- Environment – GHG emissions, vehicle miles traveled (VMT)
- Economy – access to jobs and services, revenue, population/job growth, freight movement

- Safety – collisions by mode, bike/pedestrian facility miles
- Community/equity – geographic access, travel costs, housing affordability
- Efficiency – congestion, travel times, cost-effectiveness, infrastructure condition

This task will also develop draft performance measures that can benchmark progress post plan implementation. The benchmarks the Consultant choose must be telling, limited in number, and rely on readily available data for measurement. Limited funding is available for major street reconstruction or expansion, therefore creating change often means reallocating space from one use to another. This task is critical in establishing thresholds for change, such as creating mode share targets, acceptable levels of congestion standards, or traffic volume levels for road diets. The goals and performance measures will live in the TSP, but can be integrated into the City's Complete Streets policy or future subarea plans as well.

6.2 Staff Work Session #2

During staff work session #2, the Consultant will focus on vision and goal setting for the project. The Consultant will lead and facilitate a conversation to finalize the evaluation framework which will be used to guide the work in Task 7.

6.3: Street Typologies

The Consultant will develop a street typology framework that establishes the types of streets the community envisions. The framework will address which types of facilities are paired with which types of streets with the understanding that every street cannot (and should not) accommodate every need. The Consultant will develop street typologies that extend beyond functional classification, access, and mobility by integrating land use context. For example, a wide, higher speed and higher volume residential street may need more robust walking facilities than a quiet two-lane residential street.

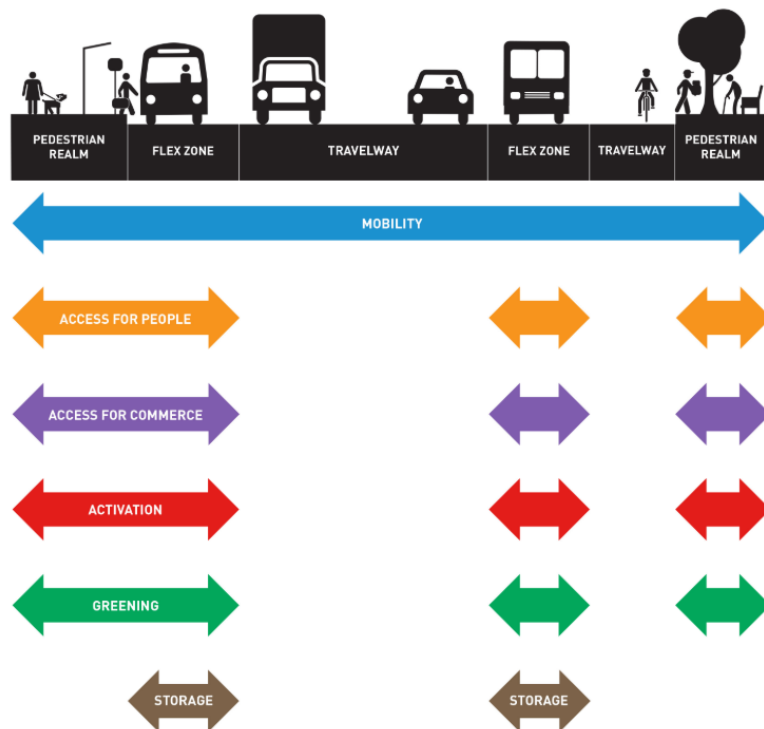
Our approach first creates a naming convention combining a street's transportation function and land use context. The City will provide a GIS database with existing street widths, number of lanes, speed limits, land use and zoning, and traffic volumes. The Consultant will characterize Vancouver's streets into six to ten types. The Consultant will focus efforts on collector and arterial streets and correlate the street types to functional classification for funding purposes. The Consultant will create a map of the types and a matrix with photo examples of each street type. A menu of design options will be listed with each type, flagging any options desired by the City or community that are not in the City's current standards. These designs will be addressed in Task 11.

6.4: Right-of-Way (ROW) Allocation Framework

The Consultant will facilitate honest, fact-driven conversations about fiscal and spatial Right-of-Way (ROW) priorities for the City. The goal of these conversations is to develop a shared understanding of the functions of the ROW and consensus on ROW allocation based on street type and associated land uses.

The Consultant will develop a ROW Allocation Framework for Vancouver that will provide clear guidance to city leaders making ROW allocation decisions for City streets. The Consultant will create a series of graphics to illustrate the framework.

Example framework created for the City of Seattle showing street functions



The Consultant will apply the framework and typologies to one corridor at one cross-section comparison level to be determined by the City. What will the cross-section look like if the Consultant uses the ROW allocation framework? The Consultant will work collaboratively with the City to update the ROW allocation framework and street typologies for application within the City of Vancouver.

Together, Tasks 6.1, 6.3, and 6.4 provide the basis for delivery of multimodal streets. The goals and performance measures create the vision. The street typology framework applies the goals to Vancouver streets and sets up expectations for street character and facilities. The ROW allocation, in the form of a flow chart, helps decision makers apply the street typologies menu to specific streets.

6.5: Staff Work Session #3

During staff work session #3, the Consultant will facilitate a discussion focusing on right-of-way allocation priorities. Addressing conflicting interests related to right-of-way allocation will guide decision making in Task 7.

6.6: Hold Transportation and Mobility Commission Meeting #2

This second meeting with the Commission will be an opportunity for the Consultant and City team to present key findings from the modal assessments, an updated goals framework, and early framework for how decisions are made in the right-of-way.

The Consultant will work with City staff to design an interactive meeting format that will:

- Reveal draft project goals and the framework that will be used to prioritize TSP policies and investments
- Highlight key modal needs and opportunities

- Reveal and discuss key policy and geometric tradeoffs and proposed policy framework that would guide decision making in the future (ROW allocation framework)

Task 6 Deliverables:

- Final goals and performance measures table
- Street typology map and matrix (to be further fleshed out in Task 11)
- ROW allocation flow chart
- Mobility Commission Meeting #2 agenda, facilitation materials, and meeting summary
- Staff Work Sessions #2 agenda, facilitation materials, and meeting summary

Task 6 Meetings:

- Attend Mobility Commission Meeting #2 (2 staff)
- Attend Staff Work Session #2 and #3 (2 staff)

Task 7: Develop Transportation System Projects, Programs, and Policies

Task Purpose:

- Create programs, policies, and projects for each modal element of the transportation system
- Address future transportation needs and challenges in sub-areas of the City

7.1: Develop Modal Elements

This task will develop both (1) a stand-alone memorandum for each element of the modal elements that includes network diagrams, programs, projects, and policies that meet the goals of the TSP and (2) integrated area plans. These modal elements will eventually be integrated into the Draft Transportation System Plan Update. Each modal element will address long-term policy, program, and project needs as well as short- and mid-term priorities.

7.1.1: Develop Street Network and Operations Element

The Consultant will compile the latest capital projects lists from the cities CIP, the Regional Transportation Plan and local subarea planning efforts for City, County and WSDOT roadway facilities. These projects represent the long-range planning solutions that have been identified for the greater Vancouver area. The compiled list will be reviewed against the list of needs and deficiencies to highlight motor vehicle system performance issues that have not been addressed. Recommendations will include solutions to consider, additional studies required, and recommended new policy initiatives to be addressed. During solution development the Consultant will evaluate possible management techniques to explore (ITS and TSM), opportunities to apply complete street policies, and conventional roadway capacity upgrades. The Consultant will review the City's existing street functional classification map and recommend updates to classifications, with consideration for the overlay of street types developed in other work tasks of this plan update.

The Consultant will review the city's policies, plans, and projects to evaluate how to prepare for emerging technology changes in the form of autonomous and connected vehicles, as well as the transition to the increased presence of electric powered vehicles. The Consultant will make recommendations to guide the development of new policies, and programs to help the City navigate this transition.

The Consultant will use the performance metrics developed in task 5.2.1 to score the project list and rank projects into funding groups. The list will include policies and program recommendations for effective

curb space management. Scoring will include a qualitative assessment of the expected progress towards achieving overall transportation planning vision and goals. The Consultant will organize the lists by project type, priority and implementing agency. The Consultant will draft a memorandum describing the scoring criteria approach prior to the ranking process.

The Streets element will recommend policies and programs for effective curb space management. Recommendations will include policy and management considerations, TNC management, and other emerging technologies. Potential regulatory changes that should be anticipated will be documented with recommendations for how Vancouver can ensure future technologies support local goals and values. It is expected that the existing long-range planning document has a comprehensive list of capital projects to address system needs through 2040.

7.1.2: Develop Freight and Goods Movement Element

The Consultant will provide recommendations for improving future freight vehicle movement based on the needs identified in the freight system assessment (task 5.2.2). The Consultant will recommend opportunities to address needs for freight movement along key routes and at major origins and destinations.

The Consultant will develop a freight facility designation map based on existing and future freight activity and connectivity needs. The Consultant will identify design treatments to accommodate freight movements and freight management solutions.

The Consultant will identify roadway junctions and corridors where the existing and future system elements fall below identified performance targets, this will include committed capital projects. The Consultant will identify ways in which the City of Vancouver can support the future movement of freight and goods.

7.1.3: Develop Pedestrian Element

The pedestrian modal element will build on the existing conditions, gap identification, and needs identified in the pedestrian assessment to identify project opportunities and recommendations. This will be guided by the TSP goals, objectives, performance measures, and evaluation criteria, and respond directly to City, State, and Federal guidance and standards, e.g. ADA. The primary infrastructure-oriented outcomes of this phase include the recommended long-term modal element network maps and prioritized project lists. Planning-level cost estimates will be developed for all recommended projects.

The pedestrian modal element will identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student safety when walking school. Identified Safe Routes to Schools alternatives, enhancements, and treatments will be documented in a format that can be integrated by the City into pedestrian specific plans and shall be crafted to address the needs of future “Safe Routes to Schools” programs.

Recommended pedestrian projects may include route extensions into and beyond city limits to secure a connected, navigable active transportation system considering regional needs and opportunities, and provide the ability to reach desired goods, services, activities and destinations. The pedestrian modal element will propose support facilities, wayfinding and signage improvements that support these pedestrian connectivity improvements.

The pedestrian transportation modal element will recommend specific non-infrastructure programs and policies to support walking, and transportation demand management. Key policy and code updates to improve access, connectivity, and safety for people walking will also be developed for the City to implement TSP projects and programs. A comprehensive list of infrastructure and non-infrastructure

funding options for the City will be provided with reference to historic and existing transportation funding sources.

In the pedestrian modal element the Consultant will also include relevant updates to the City's inventory of standard drawings and details. The standards will be updated in accordance with all departmental design guidance, functional classification system updates, and proposed Municipal Code amendments.

7.1.4: Develop Bicycle Element

The bicycle modal element will build on the existing conditions, gap identification, and needs identified in the bicycle system assessment to identify project opportunities and recommendations. This will be guided by the TSP goals, objectives, performance measures, and evaluation criteria, and respond directly to City, State, and Federal guidance and standards, e.g. ADA. The infrastructure-oriented outcomes of this phase include the recommended long-term modal element network maps and prioritized project lists. Planning-level cost estimates will be developed for all recommended projects.

The bicycle modal element will identify potential alternative connective routes, facility enhancements, and crossing treatments that would improve student safety when biking to school. Identified Safe Routes to Schools alternatives, enhancements, and treatments will be documented in a format that can be integrated by the City into bicycle specific plans and shall be crafted to address the needs of future "Safe Routes to Schools" programs.

Recommended bicycle projects may include route extensions into and beyond city limits to secure a connected, navigable active transportation system considering regional needs and opportunities, and provide the ability to reach desired goods, services, activities and destinations. The bicycle transportation modal element will propose support facilities, wayfinding and signage improvements that support these bicycle connectivity improvements.

The bicycle transportation modal element will recommend specific non-infrastructure programs and policies to support bicycling, and transportation demand management. Key policy and code updates to improve access, connectivity, and safety for people biking will also be developed for the City to implement TSP projects and programs. A comprehensive list of infrastructure and non-infrastructure funding options for the City will be provided with reference to historic and existing transportation funding sources.

In the bicycling modal element the Consultant will also include relevant updates to the City's inventory of standard drawings and details. The standards will be updated in accordance with all departmental design guidance, functional classification system updates, and proposed Municipal Code amendments.

7.1.5: Develop Transit Element

The transit element will create recommendations related to the transit network, a street design toolbox, policies addressing land use and development, and programs enhancing transit accessibility and attractiveness.

Building on the evaluation framework in Task 5.3, Consultant will lay out a future network for transit identifying priority corridors for investment based on demand today and growth patterns heading to 2040. Consultant will use the framework to stratify the corridors, segments or bottleneck intersections into tiers for phased implementation.

Consultant will create a transit speed and reliability toolbox for ways the design of streets can support transit. Any designs not currently part of City standards will be addressed in Task 11. Consultant will apply the toolbox to the top tier of the transit priority network and will produce a map of the corridor with callouts for location and type of tool that should be applied. Selection of tools will be based on delay

analysis conducted in Task 3. No new traffic analysis will be conducted. Consultant will evaluate future travel time savings with the proposed design.

Policies supporting transit may include integrating transit representation into development review, reducing parking requirements in areas with high-frequency transit, allowing midblock crosswalks at bus stops, or entering agreements with property owners to create park and ride spaces (e.g. at churches, grocery stores). These types of policies create a positive, self-reinforcing cycle between the transit service being provided and the underlying processes and practices that the City can control.

Programs supporting transit may touch on infrastructure (Adopt-a-Shelter, secure bike parking at major bus stops) as well as initiatives supporting ridership growth (universal transit passes supported by City, promoting transit for special events). These programs will be coordinated with recommendations from the TDM element.

Consultant will create a set of policies and programs based on community needs and feedback from the TAC and Commission. Consultant will supplement this list with ideas from peer communities, and present this full set of policies and programs at TAC #5 and Commission #3.

7.1.6: Develop Transportation and Systems Demand Management (TDM), Transportation Systems Management (TSM), and Intelligent Transportation Systems (ITS) Element

The TDM, TSM, and ITS modal element will build on the existing conditions, gap identification, and needs identified in the program, technology and system assessment to identify project, policy, and programmatic opportunities and recommendations. The Consultant will identify opportunities for the City of Vancouver and major employers to enhance TDM and travel options programming including making more effective use of the State Commute Trip Reduction (CTR) program to enhance employer-initiated programs and incentives. Recommendations will build on best practices that are viable for Vancouver, including policy and programmatic recommendations for adoption of mobility technologies to reduce travel demand and meet other local goals.

The Consultant will also identify and prioritize TSM and ITS programs and technologies that improve operational efficiency for vehicles and freight haulers. DKS will use its knowledge of the City of Vancouver and Clark County traffic signal systems to identify potential improvements and investment programs. Recommendations will focus on programs and policies to improve safety, monitor performance, and enhance efficiency. This element will support streets, transit, and other elements of the TSP.

The TDM/TSM/ITS element will include recommendations for the following, among other identified needs:

- Programs, partners, education, and outreach opportunities to leverage capital and service investments identified in the TSP
- Programs and approached to better leverage State Commute Trip Reduction Programs
- TSM strategies and technology such as Dynamic Message Signs, freeway ramp metering, regional travel time signs on major highways/freeways
- Policies to enable data sharing and ongoing performance monitoring within and between local agencies
- ITS technology to support vehicle movement/circulation, freeway access, event or facility access, transit speed and reliability, and other needs identified in the TSP.

7.1.7 Develop Smart Mobility and Autonomous/Connected Mobility Element

The Consultant will develop a smart mobility element focused on near-term and long-term policy actions, infrastructure investments, regulatory changes, regional coordination, and internal city resourcing and

capacity building opportunities, among others. Due to the rapidly changing nature of smart mobility, the Consultant will focus long-term actions, policies, and recommendations toward achieving desired outcomes and allowing flexibility for unforeseen changes. To do so, the Consultant will recommend thresholds for policy change and investment, reflecting the tendency of mobility innovation to disrupt tradition planning horizon frameworks.

The smart mobility element will include the following themes (not an exhaustive list):

- Connected and Autonomous Vehicle (CAV) considerations
- Advancements in transportation electrification and other alternative fuel sources
- Guidance on managing and leveraging emerging service types, business models, and form factor modalities, including hybrid mobility and urban delivery models
- Guidance on evaluating shared mobility services, smart mobility investments, and pilots
- Data sharing principles (tied to the evaluation framework, performance measurement, and monitoring plan efforts of the TSP), privacy, and governance
- Opportunities for street design and facilities to welcome new technologies
- Transportation financing considerations
- Policies supporting shared mobility services
- Transit-orientation opportunities, including mobility hubs, mobility app integration, fare integration, and more
- Opportunities for “problem-solving” pilot partnerships, narrowly tied to current and likely future mobility, affordability, housing, and climate challenges.

7.2: Resolve Network Conflicts

The updated TSP will deliver an integrated set of planned networks, projects, policies, and programs. The layered network approach allows us to identify and resolve overlapping priorities (e.g., where transit priority and business district parking conflict) and set clear policies to rectify those tensions or make adjustments to one network as resolution.

The Consultant project management team will track work across all modal elements, identifying streets and areas within the City where there are overlapping priorities and, in particular, where right-of-way or curb-space demand may be greater than available space allows. Here the team will log these tensions in a spreadsheet and develop spatial map layers to illustrate tensions and overlaps.

The Consultant will apply the draft Right-of-Way Allocation Framework developed in task 6.4 to each of the streets and segments identified above. This assessment will provide a starting point for a policy discussion held in Task 7.3 (Staff Work Session #4). The staff work session will provide guidance to the team in the development of specific policies and projects to be included in the TSP Update and specific modal elements.

7.3: Staff Work Session #4

During staff work session #4, the Consultant will facilitate staff conversation regarding the key recommendations and the overlap and competing interests for users of the transportation system. During this session the Consultant and staff will discuss the system and the network proposals and develop a framework for addressing network conflicts.

7.4: Hold Technical Advisory Committee Meeting #5

This meeting of the TAC will focus on proposed transportation solutions to community challenges. City staff will identify and reserve a venue for TAC meetings. The Consultant will draft the invitation, agenda, meeting materials, and prepare a meeting summary with action items.

7.5: Management Leadership Team Meeting #2

At the second meeting of the Management Leadership Team, the Consultant will run through TAC meeting #5 materials to ensure leadership feels comfortable with the solutions being proposed to the Mobility Commission and the public.

7.6: Hold Transportation and Mobility Commission Meeting #3

The Consultant will present the draft modal elements during the third Transportation and Mobility Commission Meeting.

7.7: City Council Meeting #2, 3, Planning Commission Meeting #2

Task 7 will produce the bulk of the recommendations that will inform the City's future transportation system. The Consultant will present recommendations to Council at two of its regularly scheduled meetings. Recommendations will also be presented to the Planning Commission at one of its regularly scheduled meetings. TAC #5 materials will be used as a basis for the two Council briefings and Planning Commission meeting.

Task 7 Deliverables:

- Modal elements chapters and areas of the city summaries for public outreach
- Draft and final Project Scoring Evaluation Criteria Memorandum
- Updated transportation functional classification map for streets
- Prioritized list of motor vehicle roadway projects
- Recommended new policies to address severe lack of performance, and to prepare for emerging technologies
- Draft and final pedestrian element of the TSP
- Draft and final pedestrian design standard updates (optional)
- Updated freight network map with recommended projects and policies
- Draft and final bicycle element of the TSP
- Draft and final Bicycle design standard updates (optional)
- TAC Meeting #6 agenda, meeting materials, and meeting summary
- Management Leadership Team, City Council, and Planning Commission presentation materials
- Mobility Commission Meeting #3 agenda, facilitation materials, and meeting summary
- Staff Work Sessions #4 assistance scheduling and facilitating

Task 7 Meetings:

- Attend TAC #6 (2 staff)
- Attend Management Leadership Team #2 (1 staff)
- Attend City Council #2, 3 (1 staff)
- Attend Planning Commission #2 (1 staff)

- Attend Mobility Commission Meeting #3 (2 staff)
- Attend Staff Work Sessions #4 (2 staff)

Task 8: Community Outreach Phase 2: Draft Solutions

Task Purpose:

- Gather community input on draft solutions
- Distill community input and use to update modal elements from Task 7

8.1: Online Survey

The Consultant will develop content for a second online survey that the City will place into the Be Heard project page. The intent of the second survey is to provide a user-friendly interface for people to comment on the modal networks and prioritize projects within a limited budget.

The online survey will be published in English, Spanish, and Russian. The Consultant will promote the survey through our social media platform, website, e-mail blast, and outreach events.

8.2: Stakeholder Meetings

Like the first round of stakeholder meetings, Consultant will set up at a centralized location (for one day) and re-invite all those who participated in the first round of outreach. Consultant will organize materials by geographic area of the city, similar to how they will be presented at the community events in Task 8.3. This allows Consultant to create a mini open house for each stakeholder group and walk them around the room to comment on the draft solutions for each part of the city or those of interest. Modal summaries will also be available for those with interest in specific modal elements.

8.3: Community Events

The Consultant will support City staff in planning and hosting the second of two public outreach pushes. Similar to Task 4.3 Consultant will set up tables at two already-planned major community events to get citywide and visitor input, and use pop-up events at eight to 10 locations to get local input at the neighborhood level. The Consultant will prepare boards and exhibits depicting the big ideas for the major transportation elements of the TSP. The Consultant will provide 2 staff for outreach events and 1 staff person (the area lead) for each neighborhood pop-up.

8.4: Community Presentations

Consultant will create presentation materials showcasing the key elements of the TSP modal elements and will schedule time on community event calendars (groups who meet regularly) for presentations. City staff will lead the presentations.

8.5: Hold Leadership/Policy Maker Presentation/Workshop #2

The Consultant will prepare for and help facilitate the second set of presentations with City leadership, which could include department managers, executive staff, City Council and/or Planning Commission members. This presentation will explain the ways in which an updated TSP benefits Vancouver, the benefits of multimodal street design, and how the TSP fits into city processes.

This second Leadership workshop would come at a time when the Consultant has proposed solutions to key issues, challenges and opportunities. The team will also have a working draft TSP Update summary

for city leadership and policy makers to review in advance, allowing people to come to the workshop well informed and prepared. The meeting will be structured as a two-way conversation — sharing the proposed updates and facilitating a discussion to provide critical feedback from participants.

Task 8 Deliverables:

- Community web survey draft, beta version and final
- Stock presentations and boards used for community events
- Leadership Workshop Meeting agenda, facilitation materials, and meeting summary

Task 8 Meetings:

- Attend stakeholder meetings to take place within City Hall (up to 2 staff)
- Attend 2 community events (2 staff) and 8-10 pop-ups (1 staff per event)

Task 9: Develop Implementation and Monitoring Plan and Tools

Task Purpose:

- Determine funding mechanism for implementation
- Set up tools for monitoring progress

9.1: Funding Strategies

The Consultant will document historical transportation funding and expenditure levels based on City records and from the various federal, state, and local agencies during the past five years. Based on this information and other relevant projections, a forecast for transportation funding will be developed for the 2040 horizon year of the plan and up to three interim years.

The Consultant will evaluate current transportation capital and operations funding sources including the Traffic Impact Fee (TIF). This program does not provide for the full range of multimodal solutions, which precludes the application of the TIF to many of the projects in the TSP. The Consultant will identify possible options to amend the TIF program methodology to expand to other investments will be identified, consistent with lessons learned in other Washington jurisdictions.

The project priorities developed in Tasks 7 and finalized in Task 9 will be used to develop an updated and financially constrained project list. Project cost estimates will be updated, as needed, to a common base year, such as 2020, and projected for one or more future years (depending on implementation timeframes developed in the plan). Capital projects and programs will be grouped into funding tiers, consistent with identified project priorities and expected 2040 funding levels. Project groups will follow the current Transportation Improvement Program (TIP) process to include fully funded, partially funded, and unfunded projects.

As part of this task the Consultant will also make recommendations to the City's concurrency program to modify methods and metrics to better align long-range planning with implementation.

9.2: Complete Streets Policy Update

Now that the Complete Streets policy has been operational, it may need some updates based on real world experience and policies adopted in the TSP. The Consultant will evaluate Vancouver's policy using the National Complete Streets Coalition metrics and recommend any modifications.

9.3: Collision Tracking Tool

The City of Vancouver recently completed a System Safety Analysis, which will inform policy discussions in the TSP related to street design, operations, and the prioritization of vulnerable roadway users. This task will provide a tracking system for collisions that Vancouver can use to prioritize investments and use in capital project design. The tracking system will be tied to design protocol that proactively addresses common crash types and crash factors, including roadway attributes. The tool will be online-based and easy to update as WSDOT releases new data. Consultant expects City to provide all crash data in a clean format for transposing into a tracking tool.

9.4: Staff Work Session #5

During staff work session #5, the Consultant will facilitate a staff conversation to finalize TSP recommendations including receiving feedback on the implementation approach. This work session will also serve as an opportunity to have focused conversations regarding remaining decisions and action items related to the plan.

9.5: Hold Technical Advisory Committee Meeting #6

This meeting of the TAC will focus on the draft implementation plan. City staff will identify and reserve a venue for TAC meetings. The Consultant will draft the invitation, agenda, meeting materials, and prepare a meeting summary with action items.

9.6: Management Leadership Team Meeting #3

This third meeting of the Management Leadership Team will focus on the materials presented in TAC #6 – the draft final plan. Leadership will help ensure the final products align with citywide processes and can help support multiple departments.

9.7: Hold Transportation and Mobility Commission Meeting #4

The Consultant will present the draft implementation plan during the fourth Transportation and Mobility Commission Meeting. City staff will identify and reserve a venue for Transportation and Mobility Commission meeting. The Consultant will draft the invitation, agenda, meeting materials, and prepare a meeting summary with action items.

9.8: City Council Meeting #4, 5, Planning Commission Meeting #3

Toward the end of Task 9, the draft plan will have been vetted by the public, city directors, and the Mobility Commission. The Consultant will meet with City Council two times at its regularly scheduled meetings to discuss the final plan and impacts. Consultant will brief Planning Commission at one of its regularly scheduled meetings.

9.9: Public Notification

People providing input want to know how their comments were integrated into the final product. The Consultant will circle back with the public through the website, social media, and e-blast to communicate the draft TSP. The Consultant will summarize comments made and the relevant changes made to the TSP document. Consultant will update the project website to communicate how feedback was incorporated into the TSP. Consultant will also update social media and use an e-blast to communicate the availability of the draft TSP.

9.10: Final Programs, Policies, and Projects

The Consultant will develop a modally-integrated 20-year project list along with priorities policy changes, and supportive programs. A key outcome of this task will be a small set of priority projects and policies, aimed at communicating to the public, stakeholders, and policy makers the “key moves” for Vancouver to attain its transportation vision and goals. This will be produced in a matrix format as well as mapped, serving as a user-friendly way for City staff and key decision makers to vet draft content of the TSP Update.

As part of this update, the Consultant will recommend user-friendly ways of communicating the TIP to the public to be used in Task 8 and Task 9.7 outreach and incorporated in the Task 10 document. The Consultant will also include list of street standards that need to be updated guiding Task 11.

Task 9 Deliverables:

- Funding Strategies Memorandum
- Complete Streets Update Recommendations Memorandum
- Collision tracking tool
- Mobility Commission Meeting #4 agenda, invitation, meeting materials and meeting summary
- TAC Meeting #6 agenda, invitation, meeting materials and meeting summary
- Management Leadership Team, City Council, and Planning Commission presentation materials
- Public Notification of draft TSP through website, social media and e-blast
- Staff Work Session #5 assistance scheduling and facilitating

Task 9 Meetings:

- Attend TAC #6 (2 staff)
- Attend Management Leadership Team #3 (1 staff)
- Attend City Council #4, 5 (1 staff)
- Attend Planning Commission #3 (1 staff)
- Attend Mobility Commission #4 (2 Staff)
- Attend Staff Work Session #5 (2 Staff)

Task 10: Produce Final TSP Update Documents

Task Purpose:

- Finalize Transportation System Plan Update
- Develop graphic-rich web and print documents to share the TSP with the Community

10.1: Produce Draft Print and Online Transportation System Plan Update

The Consultant will collate the highlights from all our previous work into a 50-70 page TSP document, with technical work included as appendices. The document will be graphic-rich and will include a compelling Executive Summary that can be used to promote and educate people about the project.

The Consultant will post the Transportation System Plan Update content onto the website in a user-friendly format allowing readers to easily navigate content. The Consultant will develop a Parallax website to host the on-line TSP document. The online TSP will include an online map with user-friendly scrolling and site navigation.

10.2: Presentation Materials

The Consultant will create a PowerPoint presentation for the City's use in presenting TSP highlights.

10.3: Management Leadership Team Meeting #4

The Consultant will present the final plan to the leadership team.

10.4: City Council Meeting #6

The final plan will be presented to City Council at one of its regularly scheduled meetings.

10.5: Final TSP

Based on input from the PMT, TAC, and Commission, the Consultant will revise the TSP.

Task 10 Deliverables:

- Draft and Final TSP, including a graphic-rich executive summary, 50-70-page document, and technical appendices
- Stock presentation
- Management Leadership Team and City Council presentation materials
- Online TSP document

Task 10 Meetings:

- Page turn meeting with City staff to be held after City completes comments on Draft Final TSP Update
- Attend Management Leadership Team #4 (1 staff)
- Attend City Council #6 (1 staff)

Task 11: Street Standards Update

Task Purpose:

- Identify standard drawings to be updated in light of TSP
- Ensure that city code aligns with TSP outcomes

11.1: Internal Stakeholder Outreach

The Consultant will conduct up to two meetings with City staff (and key stakeholders if desired) to review existing standards and compare to the best practices and policies created in the TSP. Obtaining the input of planning, design, and maintenance staff regarding past and future application of standards- their practicality, their affordability, and their legibility- will help ensure that the City's standards development aligns with the goals set forth by the TSP.

Consultant staff will synthesize feedback received during these meetings to identify standards that need updating or clarification in order to meet the City's goals.

11.2: Cross-Section Development

The Consultant will apply the street typology and ROW allocation framework developed under Task 6 to produce cross-sections for Vancouver's Street Sections portion of its standards. Utilizing the stakeholder input collected in Task 11.1 above, the Consultant will seek to balance community vision, policy, maintainability, and design best practices. The goal is to create realistic typical sections and standards that are easily understood and applied to the existing context in the City.

Cross-sections will identify a range of typical conditions for each street typology identified in Task 6. They will reference appropriate City design standards and specifications in order to create a document that is easily cross-referenced and legible to designers.

11.3: Street Reclassification

Utilizing the GIS street inventory created in Task 6, the Consultant will suggest streets for reclassification to align with the goals of the TSP and the cross-sections developed in 11.2. The Consultant will focus efforts on collector and arterial streets and correlate the street types to functional classification for funding purposes.

The Consultant will provide an overlay of streets recommended for reclassification. This will allow for easy comparison of existing conditions identified in 6.2 versus the proposed sections developed in 11.2 and the tradeoffs needed to move from the existing condition to the proposed.

11.4: Municipal Code and Standards Review

The Consultant will review Municipal Code 11, Streets and Sidewalks, and recommend modifications based on peers, best practices, and NACTO and MUTCD guidance. The stated purpose of Code 11 is to regulate activities within the public ROW of Vancouver in the interests of public health, safety, and welfare. Bringing this code into alignment with the TSP's goal of efficient, safe travel for all modes in the City may require modification.

The Consultant will review all aspects of Code 11 and compare to similarly-sized municipalities that have enacted Complete Streets policies. Modifications will be suggested to ensure a streamlined code that appropriately addresses all modes. The code should be clear to designers and permitting department staff and enforceable by the City. City staff will review and carry out the suggested modifications as deemed appropriate.

City design standards may also need update or addition in order to meet the needs of the TSP. Consultant staff will use the cross sections developed in 11.2 and TSP to identify these standards and provide a list to City staff for review. Suggested updates may include but would not be limited to:

- Modification of width standards for streets and sidewalks
- Updated pavement marking standards
- Median design
- Landscaping
- Lighting
- Addition of standards for any new facility types recommended by the TSP

Bringing standards, code, and the TSP into alignment will create a single, legible, and easily-referenced system of documents that City staff and developers can use to ensure the goals of the TSP are met in the built environment.

11.5: Hold Technical Advisory Committee #7

This meeting of the TAC will focus on standards for City streets. City staff will identify and reserve a venue for TAC meetings. The Consultant will draft the invitation, agenda, meeting materials, and prepare a meeting summary with action items.

Task 11 Deliverables:

- Cross-sections and design menu for each street typology
- Street reclassification map and supporting documentation
- List of updates needed to standards and municipal code to match projects, programs, and policies adopted in TSP
- TAC Meeting #7 agenda, invitation, meeting materials and meeting summary

Task 11 Meetings:

- Up to two meetings with City staff to discuss standards updates
- Attend TAC #7 (2 staff)

Task A: Contingency

In a project of this scale and length, additional work beyond this scope may be needed. Approximately \$40,600 has been set aside to cover unforeseen project tasks, meetings or services. Contingency budget will be approved by a written notification from the City of Vancouver Project Manager that includes a specific task, deliverable(s), meeting(s), and other requirements along with a not-to-exceed budget.

Task B: Update Pedestrian Crossing Policy

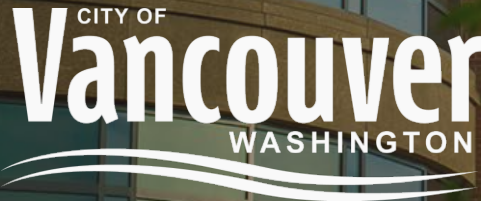
A city's pedestrian crossing policy determines where crosswalks are located and designed in maintenance, capital, and development projects. As part of the TSP, Consultant will identify strategies that make walking convenient and attractive; these strategies will likely include guidance on topics such as block spacing, crosswalk location, and crosswalk design. An update to the City's crossing policy will implement TSP recommendations. This task will focus on creating a user-friendly policy that can be consistently applied by staff. Elements of this task will include:

1. Client coordination (phone calls and one in-person meeting devoted to crossings) (4 hours)
2. Staff outreach to understand strengths and weaknesses of the existing policy and functionality needed from the updated policy. Recap recommended crossing spacing from TSP with staff. (10 hours)
3. Best practices review of two or three peer city policies and applicability to Vancouver's update. Focus on understanding how other cities locate new crosswalks, how they create enhanced crossing facility guidance based on vehicle speed, ADT, and number of lanes, and methods of communicating the policy (e.g. through flow charts, graphics). (24 hours)
4. Create draft criteria for crosswalk location. Criteria for placement might include presence of a destination or transit stop, safety, long gap between crossings, etc. Create toolbox of treatments, including refuge islands, signage, signalization, and materials based upon best practices. It is assumed that analysis such as causes of pedestrian crashes and spacing of existing crosswalks will be available through the TSP. (60 hours)

5. Conduct staff workshop where Consultant will gather feedback on location and treatment options. When is a marked crosswalk justified? When is a pedestrian signal needed? A full signal? At this workshop, Consultant will also discuss with staff policy assumptions that could be changed to support walkability – e.g. automatic recall rather than push buttons, slower assumed walking speeds, public awareness campaigns, etc. (12 hours)
6. Revise location and treatment guidance based on staff input. Create decision trees and graphics to easily guide staff through the crossings process. (80 hours)

Professional Services Agreement for the Transportation System Plan Update

VANCOUVER
CITY HALL



October 7, 2019

Vancouver City Council Consent Agenda

Rebecca Kennedy, Long Range Planning Manager
Jennifer Campos, Principal Transportation Planner

Presentation Overview

- Background
- Work Plan
- Key Deliverables
- Project Timeline

Project Background

- Original Transportation System Plan (TSP) was adopted in 2004
- There have been significant changes in population, land use, technology, the economy, and best practices since that time
- City's Strategic Plan identified the need for a safe, balanced, and innovative transportation system plan



How can we improve the system?

Our Signal System

Congestion and disrupted to system operations increasingly is a point of critical concern within Vancouver. These issues are present on all systems, whether City, County, or State. In recent citywide surveys, traffic congestion has consistently ranked as one of the major quality of life concerns for residents. How we get to this place is clear - driving has increased and investments in the roads to support that have not kept pace.

As stated previously, the transportation system supply has not kept pace with driving demand, and this issue cannot be resolved for a myriad of reasons. Over the next 20+ years, the City will not be able to keep pace with the demand for more road later miles largely because, as a society, we are simply driving more - more often, more places, and longer distances. Even as driving continues to increase, it has become increasingly difficult to build roadways, largely as a result of climate opportunities, where conditions for new roadways, and finally, the high costs of building and maintaining roads.

Improvements to our signal system can improve how well we manage our existing facilities and will help us address future travel demands.

Intelligent Transportation Systems (ITS)

The City's recently developed Vancouver Area Smart Trix (VAST) strategy provides a detailed approach to integrating traffic signals and the road network. The VAST strategy recommends investments to upgrade the existing signal system equipment to the latest technology, which will allow more efficient traffic signal management. In addition, the strategy identifies partnering efforts among the regional transportation agencies to coordinate additional regional improvements. For more information regarding the City's Intelligent Transportation System (ITS) strategy, please see the Vancouver Area Smart Trix (VAST) Final Technical Report.

What do these Signal System improvements do for Vancouver residents?

- Originating investments in technology to improve the signal system and promote efficient traffic flow
- Initiate a signal management program to monitor traffic flow and make frequent adjustments so signals systems are timed, coordinated, and functioning at the optimal level.



Signal System Programs / Initiatives	Timing		
	Within 3 years	3-5 years	5-10 years
Improve Transportation Agency's Plan Update: Update the Vancouver Area Smart Trix (VAST) strategy to reflect current transportation needs and goals.	✓		
Link Plan and adopt the ITS Business Plan.	✓	✓	
Coordinate across Transportation Agency's ITS, regional transportation agencies, transit agencies, regional communication, and interfaces for freeway and arterial systems.	✓	✓	
Coordinate across agencies to improve traffic operations.	✓	✓	
ACCIDENT MANAGEMENT: Provide system and field response equipment to monitor safety and respond to accidents in a timely manner.	✓	✓	
TRAFFIC SIGNAL SYSTEM: Provide system and field response equipment to monitor safety and respond to accidents in a timely manner.	✓	✓	
TRAFFIC SIGNAL SYSTEM: Provide system and field response equipment to monitor safety and respond to accidents in a timely manner.	✓	✓	
TRAFFIC SIGNAL SYSTEM: Provide system and field response equipment to monitor safety and respond to accidents in a timely manner.	✓	✓	
TRAFFIC SIGNAL SYSTEM: Provide system and field response equipment to monitor safety and respond to accidents in a timely manner.	✓	✓	

Work Plan



VISION AND DISCOVERY

- | | | |
|--|---|---|
| <ul style="list-style-type: none">• Goals and Policies• Evaluation and Prioritization Framework | <ul style="list-style-type: none">• State of the System<ul style="list-style-type: none">» Geographic and modal• Enhanced Transit Analysis | <ul style="list-style-type: none">• Community Events<ul style="list-style-type: none">» Pop-ups» Online survey» Stakeholder meetings» Community presentations<ul style="list-style-type: none">» Videos» Website and social media» Branding» TAC |
|--|---|---|



CREATE

- | | | |
|---|--|--|
| <ul style="list-style-type: none">• Layered Network<ul style="list-style-type: none">» Projects, programs, and policies | <ul style="list-style-type: none">• Apply Evaluation and Prior Framework | <ul style="list-style-type: none">• Community Events<ul style="list-style-type: none">» Pop-ups» Online survey» Stakeholder meetings» Community presentations<ul style="list-style-type: none">» Videos» Website and social media» TAC |
|---|--|--|

Work Plan



IMPLEMENT AND MONITOR

- Performance Measures Framework
- Collision Tracking Systems
- Phasing and Packaging of projects
- Complete Streets Roadmap
- Funding Strategies
- Stakeholder meetings
- Community presentations
- Website and social media
- TAC



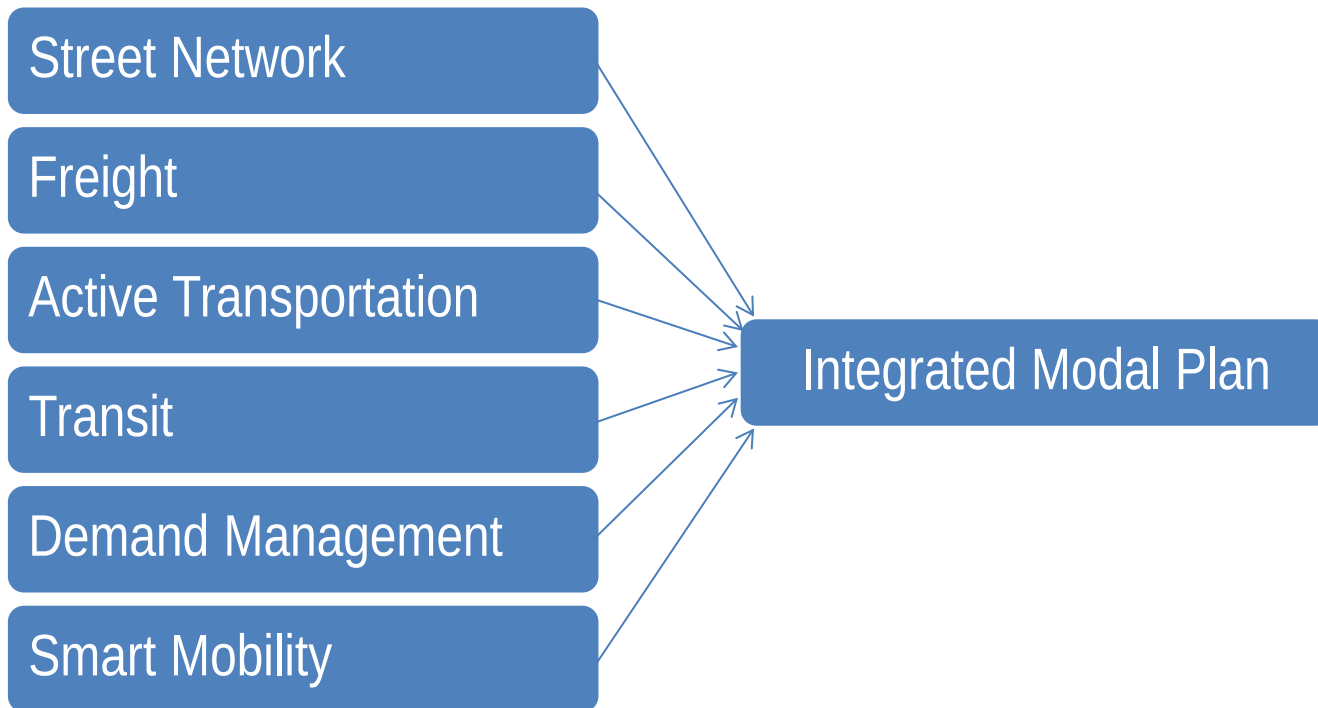
UPDATE

- TSP Document
- Executive Summary
- Online TSP
- Presentation Materials
- Street Typology
- ROW Decision-Making Framework
- Update Standard Detail and Code

Public Outreach

- Use community-based liaisons to effectively reach minority populations including Spanish and Russian speaking populations
- Remove barriers to participation by providing food, translators, childcare, and kid-friendly activities
- Go to public spaces where people are already gathering, such as farmer's markets, student orientations, and community centers
- Engage in conversations with minority business owners, social service leaders, youth, and community organizations

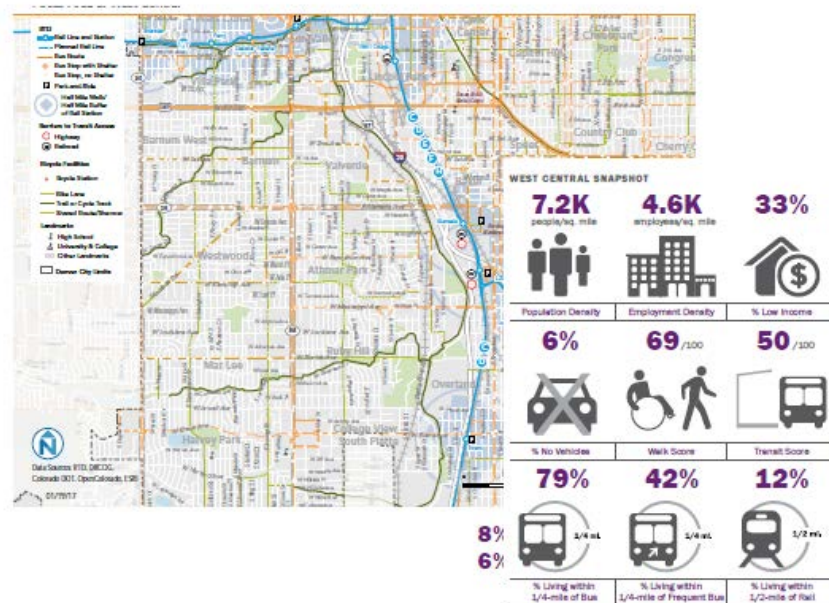
Modal Elements



Key Deliverables



State of the System Report



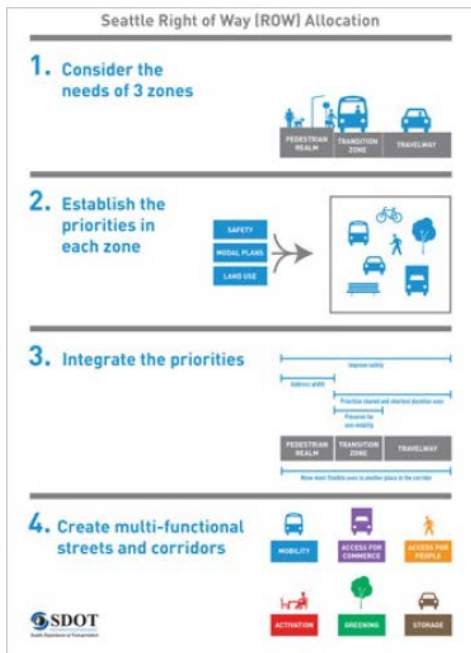
Neighborhood Focus Areas

Key Deliverables

- Collision tracking dashboard
- Complete street roadmap
- Performance measures
- Internal project delivery system
- Interactive online TSP document
- Phasing and packaging of projects
- Street standards update



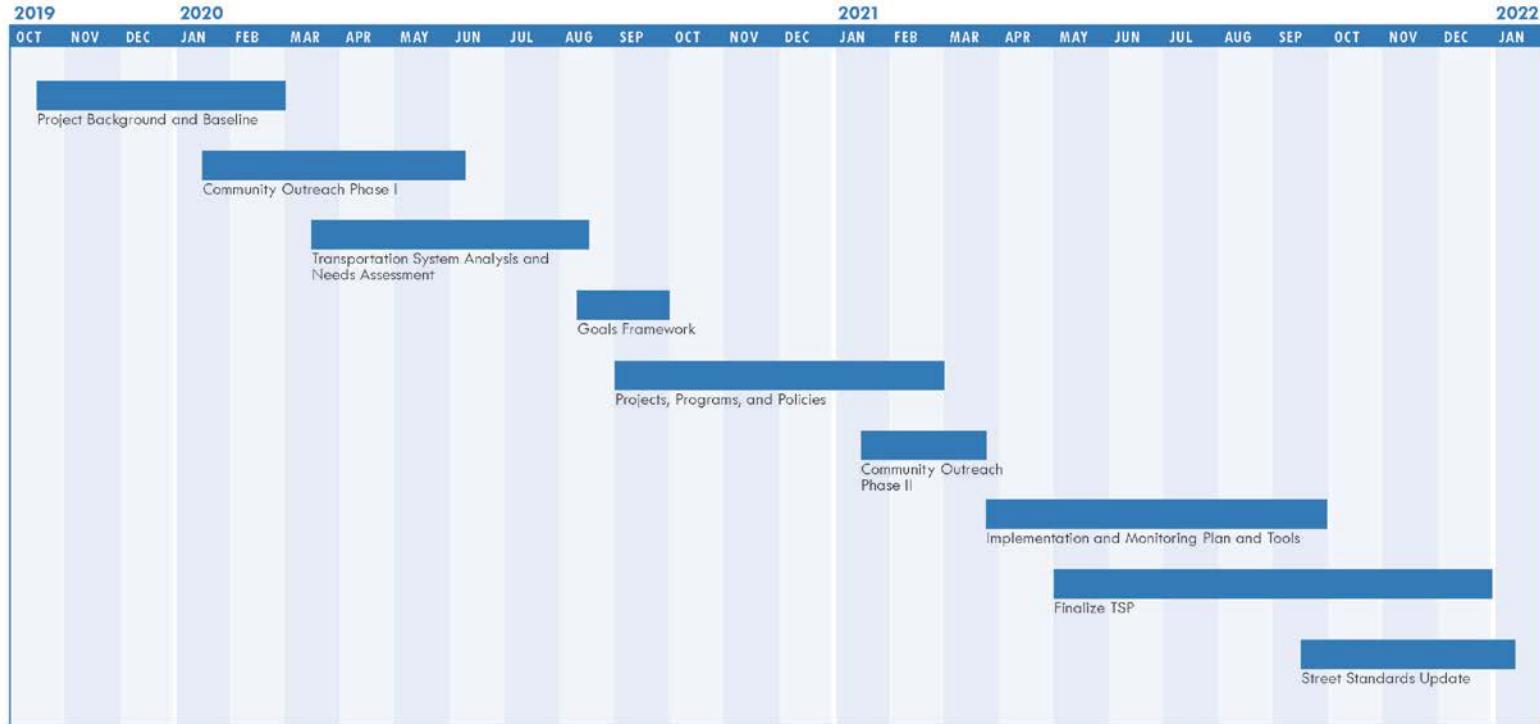
Street Standards Update



6 essential ROW functions

FUNCTION	DEFINITION	USES
 MOBILITY	Moves people and goods	- Sidewalks - Bus or streetcar lanes - Bike lanes - General purpose travel lanes - includes freight - Right- or left-turn only lanes
 ACCESS FOR PEOPLE	People arrive at their destination, or transfer between different ways of getting around	- Bus or rail stops - Bike parking - Curb bulbs - Passenger load zones - Short-term parking - Taxi zones
 ACCESS FOR COMMERCE	Goods and services reach their customers and markets	- Commercial vehicle load zone - Truck load zone
 ACTIVATION	Offers vibrant social spaces	- Food trucks - Parklets and streateries - Public art - Seating - Street festivals
 GREENING	Enhances aesthetics and environmental health	- Plantings - Boulevards - Street trees - Planter boxes - Rain gardens and bio-swales
 STORAGE	Provides storage for vehicles or equipment	- Bus layover - Long-term parking - Reserved spaces (e.g. for Police or other government use) - Construction

Proposed Project Timeline



Proposed Project Timeline

Technical
Advisory
Committee

Parking Advisory
Committee

Transportation
and Mobility
Commission

Planning
Commission

Internal
Executive Team

City Council

Questions and Discussion

- Rebecca Kennedy, Long Range Planning Manager
Rebecca.kennedy@cityofvancouver.us, 360-487-7896
- Jennifer Campos, Principal Transportation Planner
Jennifer.campos@cityofvancouver.us, 360-487-7728



Staff Report 141-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT Interlocal Agreement with Clark County for the Washington Association of Sheriffs and Police

Key Points

- This is a new competitive grant opportunity from WASPC and the Washington State Legislature to provide mental health resources as part of a pilot project to assist law enforcement officers in the field.
- The Vancouver Police Department (VPD) has been awarded \$314,917 and asked to serve as grant administrator and fiscal agent to establish a pilot project to connect individuals with additional resources, services, and treatment options.
- Vancouver will provide pass-through funding to Clark County and SeaMar Community Services Northwest for three new full-time mental health responder positions to assist VPD officers in the field with calls.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

WASPC has awarded funding to the Vancouver Police Department to partner with Clark County Crisis Services and SeaMar Community Services Northwest to enhance mental health. A total of \$314,917 will be available to these Clark County partners during the 12-month grant to support three new full-time mental health responder positions. This pilot program is designed to assist VPD officers in the field with individuals in crisis, to support pre-arrest diversion and connect individuals with additional resources, services, and treatment options.

Mental health is a critical public safety issue, and Clark County and the City of Vancouver currently have a robust crisis services network in place. The Vancouver Police Department is part of a

strong network of dedicated local leaders and exceptional service organizations, which includes prosecutors and judiciary, crisis responders, behavioral health and treatment providers, and advocacy organizations.

This new initiative, which is modeled after existing successful programs already in place in Washington State, builds on the successes of the current crisis response program in Vancouver, which is highly successful in diverting individuals from the hospital or jail when other service providers are better suited to provide assistance. However, the current system is often at capacity, limiting access for field response to law enforcement calls. This grant will add resources to the current mobile outreach model and extend these services to individuals who are interacting with Vancouver Police.

Vancouver will partner with Clark County Crisis Services and SeaMar Community Services Northwest to provide pass-through funding for three new full-time mental health responder positions to assist VPD officers in the field with calls involving individuals in crisis, enhancing opportunities for early intervention and pre-arrest diversion, promoting a more effective use of criminal justice system resources and individual health and safety outcomes.

WASPC funding is effective July 1, 2019 – June 30, 2020, and will provide a total of \$314,917 to add and support three new full-time mental health responder positions to assist VPD officers in the field. All of the funding will be passed through to Clark County. No match or retention funding is required.

Advantage(s)

1. Funding will improve access to behavioral health treatment and services for individuals in crisis by providing three mental health responders to assist VPD officers in the field with mental health calls.
2. The program will increase opportunities for early intervention and pre-arrest diversion for behavioral health issues.
3. The 12-month grant requires no local match or sustainability funding.

Disadvantage(s)

None.

Budget Impact

None. There is no local funding match or ongoing costs required, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget Appropriation process.

Prior Council Review

None.

Action Requested

Authorize the City Manager or designee to execute an Interlocal Agreement with Clark County to disburse grant funds to enhance mental health field response.

James McElvain, Vancouver Police Chief, 487-7473; Michael Githens, Police Finance & Logistics Supervisor, 487-7498; Brenda Tryon, Management Analyst, 487-7497

ATTACHMENTS:

- ▣ Interlocal Agreement with Clark County
- ▣ Exhibit A: Grant Contract
- ▣ Exhibit B: Grant Terms
- ▣ Exhibit B: Grant Terms Part 2
- ▣ Exhibit C: Scope of Work

To be posted on City of Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

WASPC AWARD NO. MHFRT-2010-001-004

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND COUNTY OF CLARK, WA**

**2019 WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAM PROGRAM AWARD**

This Agreement is made and entered into effective September 10, 2019, by and between the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as "VANCOUVER", acting by and through its governing body, the Vancouver City Council; and Clark County, by and through its governing body, the Clark County Council, hereinafter referred to as "COUNTY", both of Clark County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080 (Interlocal Cooperation Act); and

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC), as the administering organization for the Mental Health Field Response Team (MHFRT) program has

WASPC MENTAL HEALTH FIELD RESPONSE TEAM GRANT AWARD NO. **MHFRT-2010-001-004**

awarded competitive funding for mental health field response grant project MHFRT-2019-001-004 WASPC Clark-Vancouver Mental Health Rapid Response Crisis Team; and

WHEREAS, the WASPC has designated the Vancouver Police Department to serve as fiscal agent for the funds awarded; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. VANCOUVER agrees to serve as fiscal agent for the aggregate \$314,917 of WASPC funds awarded.

Section 2. VANCOUVER agrees, based on the WASPC MHFRT Contract Face Sheet, WASPC Terms and Conditions, and Statement of Work, which are attached to this agreement as Exhibit A, B, and C respectively, and incorporated herein as if fully set forth, to provide the COUNTY reimbursement for eligible grant activities up to the maximum amount of \$314,917 to provide mental health field response initiatives in accordance with the requirements set forth by WASPC for MHFRT funds.

COUNTY agrees that funds are to be used to provide support for the mental health field response team activities detailed in the WASPC Statement of Work, which includes the Project Narrative, Project Timeline, Budget Worksheet, and other grant application documents incorporated herein. VANCOUVER will provide COUNTY reimbursement no more than monthly but at least quarterly after WASPC approval of expenses and satisfactory performance.

Section 3. COUNTY agrees to timely comply with all performance and reporting obligations required by WASPC and VANCOUVER to fulfill grant terms and requirements.

Section 4. COUNTY agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards set forth the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and city of VANCOUVER employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. COUNTY agrees not to use WASPC MHFRT grant funds to supplant local, federal, or other state funds, or replace funding which would otherwise be made available.

WASPC MENTAL HEALTH FIELD RESPONSE TEAM GRANT AWARD NO. **MHFRT-2010-001-004**

Section 6. COUNTY agrees to provide VANCOUVER with data reports, progress reports, financial reports, audit reports, and other materials when required by VANCOUVER and in the form reasonably required by VANCOUVER.

Section 7. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

Section 11. The duration of this agreement shall begin September 10, 2019 and end June 30, 2020.

Section 12. This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by the COUNTY and submitted within 30 days.

CITY OF VANCOUVER

CLARK COUNTY

Eric Holmes, City Manager

Shawn Hennessee, County Manager

Approved as to form:

Approved as to form:

Jonathan Young, Interim City Attorney

Leslie Lopez, Deputy Prosecuting Attorney

WASPC MENTAL HEALTH FIELD RESPONSE TEAM GRANT AWARD NO. **MHFRT-2010-001-004**

Attest:

Attest:

Natasha Ramras, City Clerk

Rebecca Messinger, Clerk to the Board

EXHIBITS:

A. WASPC MHFRT Contract Face Sheet

B. WASPC Terms and Conditions

C. Statement of Work: Project Narrative, Timeline and Budget Worksheet

WASPC MENTAL HEALTH FIELD RESPONSE TEAM GRANT AWARD NO. **MHFRT-2010-001-004**

Page 4 of 4

Washington Association of Sheriffs
& Police Chiefs

Mental Health Field Response Team
Program Face Sheet

1. **Contractor's Name & Address:** Vancouver Police Department
PO Box 1995
Vancouver, WA 98668
2. **Tax Identification No.:** 91-6002288
3. **Contract No.:** MHFRT-2019-001-004
4. **Contractor's Point of Contact:**
Name: Brenda Tryon
Title: Police Management Analyst
Telephone: 360-487-7497
Email: Brenda.tryon@cityofvancouver.us
5. **Contract Period:** July 1, 2019 - June 30, 2020
6. **Funding Authority:** Washington State Criminal Justice Training Commission and Washington Association of Sheriffs & Police Chiefs
7. **Service Area:** City of Vancouver
8. **Requests for Reimbursement under this CONTRACT are capped at:** \$314,917.00

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the Vancouver Police Department (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments hereto, and in witness where of have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Project Narrative, Project Timeline, and Budget Worksheet which constitute the Statement of Work; Agreement Specific Terms and Conditions; and Permitted Agencies Open Lattice App Use Agreement (a separately executed three-way agreement between WASPC, the Contractor and Open Lattice.

FOR WASPC:

Steve Strachan, Executive Director
Washington Association of
Sheriffs & Police Chiefs

Date: _____

FOR CONTRACTOR:

James P. McElvain, Ph.D.
Chief of Police
Vancouver Police Department

Date: _____

**WASHINGTON ASSOCIATION OF SHERIFFS &
POLICE CHIEFS CONTRACT SPECIFIC TERMS
AND CONDITIONS
MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the VANCOUVER POLICE DEPARTMENT (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission, through the 2019 State Supplemental Operating Budget (funding period of July 1, 2019 through June 30, 2020).

SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents, and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the Budget Worksheet Sheet.

WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR shall execute the OpenLattice App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and OpenLattice.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

REPORT DUE DATES

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Semi-annual Assessment Report. The 10th of the month following the six month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.
5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to

eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2019-001 CONTRACT Face Sheet
2. Project Narrative, Project Timeline and Budget Worksheet (STATEMENT OF WORK)
3. Contract Specific Terms and Conditions

4. Contract General Terms and Conditions

ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2019-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

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PERMITTED AGENCIES (RIDEALONG APP USE AGREEMENT)

This RideAlong App Use Agreement (“**Agreement**”) is entered into and effective when all parties have signed it (“**Effective Date**”) by and between OpenLattice, Inc. (“**OpenLattice**”), the Washington Association of Sheriffs and Police Chiefs (“**WASPC**”) and the City of Vancouver, Washington (“**Agency**”) concerning Agency’s access to OpenLattice’s proprietary mobile responsive web-based application that allows law enforcement agencies to log data about encounters involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters that OpenLattice provides to Agency and the services related thereto, as specified in the Statement of Work attached as Exhibit B to the RideAlong Services Agreement, dated July 11, 2018, by and between RideAlong Labs Inc., a business entity acquired by OpenLattice on April 1, 2019, and WASPC (the “**RideAlong Services Agreement**”) (the “**Service**”).

- 1.1 Restrictions on Use.** Agency may access and use the Service only in accordance with this Agreement, and solely for the purpose of Agency’s ability to collect and data about calls involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters. Any resale or service bureau business or similar activities with respect to the Service (or portion thereof) or other OpenLattice data or information obtained through the Service are prohibited. Agency will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Service and any software, technology, systems, and other subject matter used or provided by OpenLattice in connection with the Service. Agency shall not: (a) post, transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (b) use the Service for any purpose or in any manner that violates applicable laws and regulations, is fraudulent, or violates the rights of others; (c) interfere with or disrupt the operation of the Service or the servers, systems, or networks used to make the Service available, including by hacking or defacing any portion of the Service; (d) restrict or inhibit any other person from using the Service; (e) frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Service.
- 1.2 Materials.** To the extent applicable, OpenLattice hereby grants to Agency a limited, non-exclusive, personal, non-transferable, and non-sublicensable right, during the term of the Agreement, to access and use any Materials as and in the form provided by OpenLattice solely as necessary to access and use the Service in accordance with this Agreement. “**Materials**” means certain software, documentation, and other materials relating to the Service or connected with the performance of the Service that OpenLattice directly or indirectly through the WASPC may provide to Agency.
- 1.3 Errors.** If Agency discovers an error or malfunction with respect to the Service, Agency shall promptly notify OpenLattice thereof. The parties will cooperate to mitigate the impact of such error or malfunction. OpenLattice may suspend use of the Service to address any such error or malfunction and Agency shall implement any corrective measures as OpenLattice instructs and not use functions known to malfunction or be erroneous.
- 1.4 Ownership.** As between OpenLattice and Agency, OpenLattice owns and will retains all right, title and interest in and to the Service, Materials, and any of its software, technology, systems other subject matter used or provided by OpenLattice in connection with the Service and any and all intellectual property rights relating thereto. No rights of any kind shall be implied pursuant to this Agreement.
- 1.5 Agency Obligations.** Agency is responsible for protecting all access controls and security credentials (“**User Credentials**”) issued by Agency or OpenLattice and used to access and use the Service from disclosure to or

discovery by third parties and any unauthorized use by third parties, and in no event shall OpenLattice be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials.

- 1.6 Reporting and Tracking.** During the term of the Agreement, OpenLattice will automatically track, through the Service, the following information: (a) client-side analytics; (b) application performance; (c) specific information regarding errors and bugs; (d) logs; and (e) impact metrics. Agency may opt-out of such automatic tracking by providing OpenLattice with written notice within fourteen (14) days of the Effective Date, in which event Agency agrees to provide OpenLattice with written reports every week, which reports will disclose the information specified in this section.
- 1.7 Data Input and Output.** Agency is responsible for ensuring that all data and other information entered by or on behalf of Agency or otherwise provided to OpenLattice or obtained from Agency or its equipment or facilities (whether directly, or through OpenLattice's systems) in connection with the Service ("**Agency Data**") is complete and accurate. Agency Data may include non-public data and information relating to identified or identifiable individuals ("**Identifiable Data**"). The Service and all information, analyses, and other output provided by OpenLattice are based on the Agency Data as received by OpenLattice, and OpenLattice is not responsible for any error, omission, or inaccuracy of or based on or resulting from Agency Data. Agency hereby grants to OpenLattice, (a) a non-exclusive right to access, reproduce, process, distribute, disclose and otherwise use the Agency Data in connection with the provision of the Service to Agency and WASPC, and (b) a non-exclusive and perpetual right to reproduce, process, distribute, disclose, publish, analyze and otherwise use Agency Data in an anonymized form, including any data or other information generated through the processing of Agency Data in connection with the Agency's use of the Service and Materials ("**Data Output**"), as long as Agency is not identified as the source of such data. As between the parties, Agency exclusively owns all right, title, and interest in and to the Agency Data and Data Output. Notwithstanding anything in this Agreement to the contrary, OpenLattice exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by OpenLattice through its use of the Agency Data and Output Data, including any intellectual property rights therein. The authorizations granted to OpenLattice under this Agreement, including under this Section 1.7, will extend to service providers and other contractors exercising such rights and licenses on OpenLattice's behalf, and OpenLattice may share Agency Data, including Identifiable Data with such third parties who provide services on OpenLattice's behalf. Otherwise, except as provided herein, OpenLattice may disclose Identifiable Data only as OpenLattice believes to be necessary or appropriate: (a) to comply with applicable legal requirements, including legal process and law enforcement requests; (b) to protect OpenLattice's rights, property, and operations, including to enforce OpenLattice's agreements, policies, and terms and conditions, and to protect the rights, property, and operations of OpenLattice's affiliates, business partners, customers, or others; (c) to protect the personal safety of any individual; and/or (d) in the event of a sale or transfer of all or a part of OpenLattice's business, assets, or stock. Each party will maintain, throughout the term of the Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Identifiable Data, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. Each party shall notify the other parties in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party.
- 1.8 Agency Data Production.** The parties recognize that Agency is subject to the requirements of the Washington Public Records Act, RCW 42.56 et. seq. and shall comply with the same. In the event (i) any law, regulation, or order by a court or administrative agency of competent jurisdiction requires or compels Agency or OpenLattice to produce, disclose, release or otherwise transfer ("**Production**") any Agency Data, regardless of the purposes of such Production (including, but not limited to, a request or order for Production of Agency Data for discovery purposes), or (ii) a request is made by Agency or a third party for the Production of Agency Data as a result of (or in anticipation of) any requirement imposed by law or regulation, or any order by a court or administrative agency of competent jurisdiction, regardless of the purposes of such Production ((i) and (ii) collectively, a "**Agency Data Production Request**"); Agency is responsible for making all decisions with respect to such Agency Data Production Request, including, but not limited to, decisions regarding the scope, manner and time of Production of Agency Data.
- 1.9 Term and Termination.** This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue until the termination or expiration of the OpenLattice Services

Agreement. Each party may terminate this Agreement at any time upon thirty (30) days written notice to the other parties in the event of a material breach by another party (the “**Breaching Party**”) of this Agreement, provided that such termination shall not be effective if such breach is cured by such Breaching Party within such thirty (30) day period, provided further, that if the Breaching Party’s failure to cure is caused by a non-breaching party, the non-breaching parties may not terminate this Agreement. Notwithstanding the foregoing, if Agency is in material breach of this Agreement, OpenLattice shall have the right, in addition to all other rights and remedies it may have, to suspend performance of its obligations under the Agreement and/or to prevent Agency’s access to the Service (including deactivating User Credentials). OpenLattice may terminate this Agreement, or modify, limit, or suspend the Service, if it determines, in its reasonable business judgment, that the continued provision of the Service to Agency poses security risks, a risk of infringement or other violation of any rights of third parties, or a risk of violating any applicable laws or regulations, if Agency becomes insolvent, subject to any bankruptcy or similar proceedings, or commences the dissolution or winding up of its business, or upon modification or termination of any agreements with licensors or service providers upon which OpenLattice relies to provide the Service. In the event of any expiration or termination of this Agreement, all provisions that are intended to survive will survive.

- 1.10 Indemnification.** Agency will defend, indemnify and hold harmless OpenLattice and WASPC from and against any loss, damage, claims, settlement, cost, expense and any other liability (including reasonable attorneys’ fees and costs) (“**Losses**”) relating to or arising out of (i) Agency’s gross negligence in access or use of the Service or Materials, or (ii) any Agency Data Production Request. OpenLattice and WASPC, as applicable, will (a) provide prompt written notice to Agency of any claim for which indemnification is required; (b) give Agency sole control of the defense and/or settlement of the claim; and (c) provide Agency full cooperation and assistance with respect to the defense and settlement, provided that Agency shall not enter into any settlement or other compromise that materially adversely affects OpenLattice or WASPC, as applicable, without OpenLattice’s or WASPC’s, as applicable, written approval, which shall not be unreasonably withheld, delayed, or conditioned.
- 1.11 Disclaimer of Warranties.** THE SERVICE AND MATERIALS ARE PROVIDED “AS IS” WITH NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDEALONG DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, RIDEALONG DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED.
- 1.12 Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) RIDEALONG AND WASPC WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF OR INACCESSIBLE DATA OR INFORMATION, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) RIDEALONG’S AND WASPC’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED \$3,000.00 IN THE AGGREGATE, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG OR WASPC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 1.13 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, RIDEALONG AND WASPC DISCLAIM ALL LIABILITY RELATED TO OR ARISING OUT OF AGENCY’S USE OR MISUSE OF THE SERVICE OR MATERIALS OR FAILURE TO REPORT ANY ERRORS OR BUGS IN THE SERVICE OR MATERIALS TO RIDEALONG OR

WASPC, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED THERETO.

1.14 Miscellaneous. By submitting any comments, feedback, or ideas about the Service to OpenLattice (“**Feedback**”), Agency agrees that Agency’s disclosure is gratuitous, unsolicited and without restriction and will not place OpenLattice or WASPC under any fiduciary or other obligation, and that OpenLattice is free to use the Feedback without any additional compensation to Agency. Agency may not assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of OpenLattice. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all related prior agreements, representations and negotiations, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

1.15 Publicity. Agency authorizes OpenLattice to identify Agency as a customer of the Service in OpenLattice’s customer lists, and its marketing, promotional, and similar materials, including by placing Agency’s name and logo on OpenLattice’s website. Agency also authorizes OpenLattice to describe Agency’s use of OpenLattice’s products, software, and services, how it benefits Agency, for example in the form of case studies published on OpenLattice’s website or in other materials, and that Agency is an early adopter of the Service. Upon request by OpenLattice, Agency agrees to (i) use best efforts to speak with third parties regarding Agency’s experience using the Service and working with OpenLattice, and (ii) provide quotes and other user feedback about the Service for OpenLattice’s public use, including on OpenLattice’s website. Furthermore, OpenLattice and Agency will mutually agree on and implement a communications and marketing strategy to highlight and co-promote outcomes in connection with Agency’s use of the Service, which strategy will include, but not be limited to, targeted media interviews; blogs, and if applicable, presentations at relevant conferences and events.

[Signatures on Following Page]

OPENLATTICE

City of Vancouver, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Formal Notice:

Address for Formal Notice:

OpenLattice, Inc.

21 Ludina Way

Redwood City, CA 94061

Attn: Matthew Tamayo-Rios, CEO

Attn: _____

**WASHINGTON ASSOCIATION OF SHERIFFS
AND POLICE CHIEFS**

By: _____

Name: Steve Strachan _____

Title: Executive Director _____

Date: _____

Address for Formal Notice:

Washington Association of Sheriffs & Police Chiefs

3060 Willamette Drive, NE, Suite 200

Lacey, WA 98516

2019 Proposal for the Clark-Vancouver Mental Health Rapid Response Crisis Team

Project Narrative

Introduction

The Vancouver Police Department, in partnership with Clark County Department of Community Services' Crisis Services Program and Sea Mar Community Services Northwest, offer a collaborative approach for WASPC consideration to enhance Mental Health Field Response within the City of Vancouver. While we plan to refine our strategy and collect outcome data under this initiative to demonstrate and maximize effectiveness, we believe this is a model that could be successfully replicated in other communities.

The City of Vancouver is deeply committed to reducing incarceration and providing safe options for individuals in need of behavioral health services. For nearly 20 years, the Vancouver Police Department has partnered with Clark County and the mental health community to develop emergency response policies for patrol officers and provide a 40 hour Crisis Intervention Team (CIT) training program to improve police emergency response to persons in crisis. While CIT training was initially targeted at a key contingent of patrol officers, its value to officers has made these strategies standard operating procedure and required training for all front-line Vancouver Police Department officers for at least ten years, and we have continued to invest in advanced training and annual updates for police staff, while sharing curriculum and policies with other agencies in the region.

If approved for WASPC funding, we will leverage this grant opportunity to cultivate and build on our current partnerships in the community. Together, we propose to enhance mental health field response services that can be dispatched either directly by the local 911 center or on-scene law enforcement. Our goal is to provide community-based crisis intervention services so that we can proactively divert individuals with behavioral health issues away from incarceration and keep them out of the criminal justice system so they can receive the help they need. This model effectively improves outcomes for service recipients, providers, and the community at large. Arrest and incarceration should never be the default response for mental health issues, and our community is committed to working together to identify and pilot new programs for early intervention and pre-arrest diversion.

Project Description

Clark County and the City of Vancouver have already worked together to build a robust crisis services network model that includes a 24/7 Crisis Line, a Youth Mobile Outreach Team, an Adult Mobile Outreach Team, and an Involuntary Treatment Program that provides intervention and evaluation in the community. We plan to bring together resources for the Adult Mobile Crisis Team (operated by Sea Mar Community Services Northwest) and the Involuntary Treatment Program (operated by Clark County) to provide an on-call rapid-response mental health team that can respond to behavioral health crises in the community and assist law enforcement officers anywhere within the City of Vancouver.

We have the partnerships and elements for project success already in place. However, services for field response are currently extremely limited, and the average wait time of 2 hours makes this a difficult option for law enforcement officers to use. Most Vancouver Police patrol officers are 911 call responsive and cannot wait on scene for two hours. Our goal with this program is hire and train three (3) full-time Clark-Vancouver Mental Health Rapid Response Crisis Team members who can respond to requests for assistance in the field within fifteen minutes during peak call hours, tentatively identified as 2pm – 10pm. We believe this improved response time will tip the scales in our favor, making this new Rapid Response team our standard response to mental health calls whenever possible. There is a great deal of interest from nearby law enforcement agencies, and we would love to be able to expand the program to serve clients throughout Clark County in future years.

Our Clark-Vancouver Mental Health Rapid Response Crisis Team program is modeled after existing successful programs already in place in Washington State, specifically the Co-Responder program currently being implemented in Pierce County. Our Clark-Vancouver proposal for expansion will be consistent with the Intercept 1 intervention model. In the Clark-Vancouver model, a mental health professional or a peer counselor support specialist from the adult mobile team and a designated crisis responder from Clark County Crisis Services (the DCR is also a mental health professional) will be asked to respond to a location in the community by 9-1-1 dispatch or by on-scene law enforcement. A clinical evaluation will be conducted by a mental health professional to determine an appropriate level of care for the person of concern, and evaluate the level of risk to the individual and to the community. The goal of this on-call field-based intervention is to provide an effective alternative to incarceration or hospitalization of individuals in crisis. Once the scene is stabilized and legal requirements are met, Vancouver Police officers can transition the scene to Clark-Vancouver Mental Health Rapid Response Crisis Team responders, so that the individual of concern can receive needed behavioral health treatment, while law enforcement officers can leave and respond to other emergency calls.

We also have the unique advantage of being able to expedite this project and begin work literally as soon as we receive notice of an award. We have job descriptions ready for posting, a pool of potential applicants identified for speedy hiring, training materials already developed, and policies in place to begin field response under this program by November 1.

Because the Vancouver Police Department has partnered with the behavioral health community for many years, and because our region has already developed a robust crisis services system, we are able to quickly establish this Clark-Vancouver Mental Health Rapid Response Crisis Team model with the current systems and relationships we have in place. We are able to leverage substantial existing resources to enhance this project at no additional cost to WASPC.

Our proposed model for a rapid response team expands on our current mobile outreach model and extends these services to individuals who are interacting with Vancouver Police. Clark County Crisis Services and the Adult Mobile Crisis Team currently have Memorandum of Agreements in place with a local evaluation and treatment facility, a local crisis stabilization program, several community behavioral health agencies, and community-based substance use disorder treatment facilities. These partnerships will be utilized to quickly access needed behavioral health treatment in order to reduce the need for further law enforcement action and criminal justice system involvement. This is a win for absolutely everyone.

Service Area

We propose to pilot this project within the City of Vancouver due to time limitations; however there is a great deal of interest in this program from other law enforcement agencies in Clark County, and we have already started conversations about how the program might be expanded in future years.

Currently, the Vancouver Police Department handles well over 40% of all law enforcement emergency calls in Clark County, with peak call hours from approximately 2pm to 10 pm. Just last month, Clark County Crisis Services responded to 172 crisis hotline calls, while specially trained Designated Crisis Responders provided 470 field based interventions in the community, local hospitals, and other locations. At the same time, the 9-1-1 dispatch center is receiving more requests for law enforcement assistance for mental health issues than ever before. Vancouver Police Department responded to 1678 mental health calls in 2018, which is 45% of the total for all law enforcement agencies in Clark County. Even more concerning, over half of these calls were reported as suicidal subjects. 2019 is already showing an increase in mental health calls, with 1272 Vancouver Police responses already this year through mid-July, which is

on track for a 28% increase over last year. Our officers entered this profession to help people, not to imprison them – and we’re asking for assistance to provide individuals in crisis with better solutions.

We are fortunate to have so many community resources available, and we have already formed collaborative partnerships. Together, we propose combining resources and enhancing the outcomes of both through the new Clark-Vancouver Mental Health Rapid Response Crisis Team, which would operate during peak swing-shift hours, perhaps 2 p.m. and 10 p.m. Clark-Vancouver Mental Health Rapid Response Crisis Team staff would be call responsive from offices either with Clark County Community Services or Sea Mar Community Services Northwest. Both locations are near freeways and arterials that would allow responders to reach most areas of the city within 15 minutes. All three new full-time Rapid Response team staff positions will work out of current program space, which will be provided as matching funds for the project. We anticipate that this new field response team could assist over 1000 individuals during the grant program year, which could be half of the Vancouver Police Department responses to persons in mental health crisis. We look forward to the opportunity to test a pilot mental health field response program for future expansion and replication in other communities.

Triage Process

Clark County currently contracts with ProtoCall Services to provide 24/7 crisis hotline services plus 24/7 call triage and referral to behavioral health providers in the community. ProtoCall currently works closely with our 9-1-1/dispatch center to determine which crisis services provider to dispatch in any situation. In our service model, 9-1-1/dispatch will be able to dispatch the Clark-Vancouver Mental Health Rapid Response Crisis Team members directly when law enforcement is responding to a behavioral health-related call. Law enforcement will also be able to request the response team through 9-1-1/dispatch while on call for a rapid response. The Vancouver Police Department will work with the Clark-Vancouver Mental Health Rapid Response Crisis Team and the Stakeholder Team to develop a detailed process for determining and refining the criteria for an appropriate response team call-out. This process will include a determination of safety at the scene of the call.

Scope of Program

The Clark-Vancouver Mental Health Rapid Response Crisis Team will be staffed by three new grant-funded mental health responders, who will work five days per week during peak call hours, tentatively 2pm to 10pm. We anticipate all three positions will be hired, trained, and ready for deployment on November 1. Rapid Response team members are scheduled for a total of 520 shifts during the nine-month service period of November 1, 2019 – June 30, 2020. If each of the three staff members provide two on-scene assists per shift, the team would assist 1,040 individuals during the program year. We believe this is a conservative estimate, and demand will increase as officers realize the improvements in both response time and outcomes with this new resource.

Training Program

The Vancouver Police Department currently requires all front-line officers to complete forty hours of initial Crisis Intervention Training, plus annual training updates. Clark County Crisis Services and Sea Mar Community Services Northwest are active partners in planning and providing this training for the Vancouver Police Department. Initially, all current members of the Vancouver Police Department and 9-1-1/dispatch will be trained by a team that addresses VPD, Clark County Crisis Services, Sea Mar Community Services Northwest, and ProtoCall services on the purpose, policies and procedures of the Clark-Vancouver Mental Health Rapid Response Crisis Team program, including protocols for dispatching the team, on-scene evaluation, interaction between law enforcement and rapid response team members, how individuals will be transported for various services, and the transfer of the scene from Vancouver Police Department to the rapid response team. Once all members of VPD have received initial training, ongoing training will be provided during the required annual Crisis Intervention Team update training.

Training for the Clark-Vancouver Mental Health Rapid Response Crisis Team members will be provided by Daniel Jass, manager of the Clark County Designated Crisis Responder Team, and Dr. Erica Hunt, manager of the adult mobile crisis team. Training for current staff assigned to these mobile response teams is ongoing and is required for all mental health professionals serving in these programs. Training for designated crisis responders is state mandated and minimum training requirements are established in the Revised Codes of Washington and Washington Administrative Codes that govern the behavior and actions of the involuntary

treatment team. In addition to required training provided to all designated crisis responders and to members of the adult mobile crisis team, the response team will receive training from the Vancouver Police Department on safety, situational awareness, and interacting with law enforcement on-scene.

Moving Individuals from Short-term to Permanent Community Services

Our current model of community-based crisis intervention focuses on connecting individuals to appropriate behavioral health services and providing effective support during the transition to those services. Our current outreach teams work closely with community behavioral health agencies to identify the appropriate level of service for individuals and to facilitate rapid intakes and rapid access to prescribers. Currently Sea Mar Community Services Northwest, Columbia River Mental Health Services, and Lifeline Connections provide same-day intake for referrals made by one of our mobile teams. The adult mobile crisis team is able to refer individuals to an outpatient provider or to one of the intensive in-home programs serving our community. These referrals and appointments can often be made at the time of the outreach. **Our proposed model for a rapid response team expands on our current mobile outreach model and extends these services to individuals who are interacting with Vancouver Police.**

Wraparound Linkage Services

Currently, the adult mobile crisis team provides wraparound crisis stabilization services for up to 7 days following initial crisis contact with the team. These services include crisis de-escalation, safety planning, resource referrals, peer support recovery services, and connection to ongoing behavioral health services. This proposed rapid response team will directly loop individuals into this existing framework once the initial co-response with law enforcement occurs.

Project Need

While our region has demonstrated significant success in obtaining timely forensic evaluations for Trueblood class members, we have struggled to reduce the time it takes to obtain restoration services for individuals in need of mental health treatment. As in most regions, the Clark County Jail currently houses a significant number of individuals who could be better

served in a mental health treatment program or facility. The City of Vancouver and Clark County have worked together to develop an effective behavioral health crisis system, but our current programs do not allow for a rapid co-response with law enforcement and have been limited in their ability to divert individuals from jail. We believe that this proposed rapid response team will meet this need in the community.

Project Personnel

We are requesting funding for three new positions to better serve our community: one mental health professional, one peer support specialist, and one designated crisis responder. Job descriptions for all positions are attached, including minimum requirements and credentials. Clark County has job postings ready and a pool of on-call candidates available to expedite hiring if WASPC funding is approved. All three positions will provide on-call field response services during peak hours for mental health calls either in response to Vancouver Police officers on-scene, or through requests from the 9-1-1/dispatch center. The Clark-Vancouver Mental Health Rapid Response Crisis Team will build on the current mobile outreach model, while extending these response, evaluation, and referral services to individuals who are interacting with Vancouver Police.

Commitments by Vancouver Police.

- Vancouver Police Department Special Operations Lieutenant Kathy McNicholas will serve as project manager. Lt. McNicholas will provide operational oversight for the project and the Steering Committee. Lt. McNicholas will communicate regularly with the managers at Clark County Crisis Services and Sea Mar Community Services Northwest to evaluate program successes and challenges, in order to make adjustments to the procedures and policies that will maximize program effectiveness. Lt. Kathy McNicholas will also direct grant oversight on behalf of the Vancouver Police Department. To ensure project success, her backup for these functions is expected to be Sgt. Blaise Geddry, based on his expertise and training in this subject area.
 - o Monthly Steering Committee meetings – two hours x 12 months = 24 hours
 - o Training/orientation for three new WASPC-funded Mental Health Field Responders – proposed one ten hour day, combining the training itself and time for class planning and preparation, for a total of 12 hours.
 - o Grant administration meetings – one hour x 12 months = 12 hours

- Based on the above calculations, Lt McNicholas and Sgt Geddry are each anticipated to provide approximately 48 hours to enhancing mental health outcomes during the upcoming grant year as an in-kind program match.

Lt. McNicholas and Sgt. Geddry also support this initiative in many other ways as part of their current responsibilities for the Vancouver Police Department. They provide 40-hour Crisis Intervention Training classes for all new VPD officers and annual update trainings for VPD staff. This represents a significant commitment by Vancouver Police for improving police services and partnerships with the mental health community.

- Grant management and administration for Vancouver Police Department's role as fiscal agent will be provided by Vancouver Police Finance Supervisor Mike Githens and Management Analyst Brenda Tryon as an in-kind project match. We anticipate approximately four hours per month for both positions combined, for a total of 48 hours of grant support during the program year.

Commitments by Clark County.

- Clinical supervision of the Designated Crisis Responder will be provided by Daniel Jass, Licensed Marriage and Family Therapist, Certified Clinical Supervisor, and Designated Crisis Responder. Management of the Clark County Crisis Services staff member will be provided by Clark County as matching funds. We estimate two hours per week throughout the duration of the grant.
- Daniel Jass will coordinate training for the new Designated Crisis Responder, along with administrative support including payroll, human resources, and scheduling.
- Daniel Jass will coordinate with Dr. Erica Hunt, clinical psychologist and licensed mental health counselor at Sea Mar Community Services Northwest to provide clinical supervision of the new Licensed Mental Health Professional and the Peer Support Counselor. This support will be provided at no cost to the grant as an in-kind project match contribution. We estimate two hours per week throughout the duration of the grant.
- Daniel Jass will coordinate with Vancouver Police and Sea Mar Northwest to ensure all programmatic and administrative grant requirements are met.

Partnerships, Collaboration, and Services

Because the Vancouver Police Department has partnered with the behavioral health community for many years, and because our region has already developed a robust crisis services system, we are able to quickly establish this Clark-Vancouver Mental Health Rapid Response Crisis Team model with the current systems and relationships we have in place. We are able to leverage substantial existing resources to enhance this project at no additional cost to WASPC.

Our proposed model for a rapid response team expands on our current mobile outreach model and extends these services to individuals who are interacting with Vancouver Police. Clark County Crisis Services and the Adult Mobile Crisis Team currently have Memorandum of Agreements in place with a local evaluation and treatment facility, a local crisis stabilization program, several community behavioral health agencies, and community-based substance use disorder treatment facilities. These partnerships will be utilized to quickly access needed behavioral health treatment in order to reduce the need for further law enforcement action and criminal justice system involvement.

Sea Mar Community Services Northwest. In addition to operating the adult mobile crisis team, Sea Mar Community Services Northwest partners with the Clark County Crisis Services and the SW Washington Crisis Line to provide in-community intakes for individuals in need of intensive community-based services. This is a critical resource for clients who are high utilizers of crisis services. This established relationship provides an additional resource that the Mental Health Response Team can utilize to divert individuals from incarceration and allow them to stay in the community while receiving needed behavioral health treatment.

Rainier Springs Psychiatric Hospital provides both voluntary and involuntary hospitalization, partial hospitalization, and outpatient mental health and substance use disorder treatment. Currently, Rainier Springs has an agreement with the adult mobile crisis team and Clark County Crisis Services to accept direct admits via AMR when an individual is evaluated by crisis staff in the community and is cleared by AMR. Because of this established relationship, the Mental Health Response Team will be able to evaluate an individual in the community and arrange for transport to a psychiatric facility for admission.

Elahan Place is a local residential treatment center and crisis stabilization unit. Clark County Crisis Services currently has an agreement with Elahan Place that allows them to place appropriate individuals into a stabilization bed after they obtain medical clearance at a local emergency department. Elahan Place is operated by Columbia River Mental Health Services.

American Medical Response ambulance service has partnered with the Vancouver Police Department, Adult Mobile Crisis Team, Clark County Crisis Services, and Rainier Springs Psychiatric Hospital to develop an in-community triage process that allows them to take qualifying individuals directly to Rainier Springs for treatment without the need to obtain medical clearance at a local emergency room.

The Clark County Jail has partnered with Clark County Crisis Services to arrange for involuntary treatment evaluations for incarcerated individuals who would traditionally have remained in jail while waiting for competency restoration at Western State Hospital. This established relationship serves to minimize the time that individuals are incarcerated and significantly reduces the time spent waiting for needed treatment.

Lifeline Connections provides dual-diagnosis treatment in the community. Lifeline operates a detox unit, a sobering center, a residential treatment center, and inpatient and outpatient SUD treatment services including medically assisted treatment. Lifeline operates a mobile unit that can be used to transport individuals from the community to needed SUD treatment. Lifeline has been a partner with Vancouver Police Department in planning for the Mental Health Response Team program. At the end of 2019, Lifeline will be opening a twenty two bed stabilization unit which will provide additional options for the Mental Health Response Team. Lifeline has committed to allowing Vancouver Police and AMR to make direct referrals to a stabilization bed.

The Vancouver Police Department currently meets with the Clark County Sheriff's Office, Clark County Crisis Services, the Adult Mobile Crisis Team, the Youth Mobile Crisis Team, CRESA, Camas Police, Ridgefield Police, Washougal Police, Fire, AMR, inpatient psychiatric hospitals, and other community partners on a monthly basis to review and improve the interaction of emergency service providers in the community. The Mental Health Field Response Team would utilize this established community partnership to communicate with providers, to evaluate the program's effectiveness, and to make needed improvements.

Steering Committee & Stakeholder Oversight

In order to effectively oversee this complex project and network of interconnected multi-disciplinary cross-jurisdictional partnerships, we will establish a Mental Health Field Response Steering/Stakeholder Committee. This team will be to provide feedback on the program design, to maximize operational outcomes, and to ensure timely and accurate reporting during the implementation phase and throughout the duration of the project.

The committee will include managers from the Vancouver Police Department, Clark County Crisis Services, Sea Mar Community Services Northwest, 9-1-1/dispatch, and a representative from local Emergency Medical Services. Other ad-hoc members and stakeholders with an interest in program's success may be added. The committee will be chaired by Lieutenant Kathy McNicholas of the Vancouver Police Department or her designee.

2019 Proposal for the WASPC Clark-Vancouver Mental Health Rapid Response Crisis Team

Timeline

Grant Acceptance. If selected for funding, upon receipt of a notice to proceed, Vancouver Police will immediately schedule a request for Consent Agenda to present the WASPC Grant Agreement and a City-County Interlocal Agreement to both the City Council and the Board of County Counselors to accept grant funding and terms.

Hiring and Training New Staff. Upon receipt of the grant, Vancouver Police Department will begin to train staff in preparation for a program launch by or before November 1st (see training section for details on training). Clark County Crisis Services and Sea Mar Community Services Northwest will begin to recruit and train staff and will aim to have staff hired by September 15th and trained and ready for program launch on November 1st.

While it is challenging to identify and hire experienced crisis responders, Sea Mar Community Services Northwest and Clark County Crisis Services have demonstrated the ability to attract qualified staff members. Clark County Crisis Services has traditionally identified qualified candidates from their on-call DCR pool.

Training. There is a significant training and certification process needed to prepare a designated crisis responder for in-field work. Fortunately, both Clark County Crisis Services and Sea Mar Community Services Northwest are already providing training for current staff, to include mobile crisis teams and designated crisis responders, which can easily be updated to meet the needs of this new field response role.

The Vancouver Police Department will provide specialized training for the three new staff forming the Clark-Vancouver Mental Health Rapid Response Crisis Team before they are deployed to the field. Training for these new mental health field response workers will begin with a detailed overview of the various ways in which law enforcement comes into contact with subjects experiencing mental health crises, which will specifically address the roles of 9-1-1/dispatch staff and patrol officers. The decisions that law enforcement have depend on many factors outside the officer's control, most importantly whether a crime is involved, and the type of crime. Mental health field response staff will also receive information on the jail process, to include in-processing and out-processing, with a discussion about where subjects with mental health issues need the most assistance to prevent returning to jail. Training will also provide an introduction to the Clark County Mental Health Court and the role for advocacy in this as well. Field safety and interacting with law enforcement will also be addressed.

Grant Reporting. After receiving a notice to proceed, Vancouver Police will immediately assemble an internal VPD WASPC Mental Health Grant Team to review the grant budget and terms internally and develop a plan to ensure compliance. In mid-September, Vancouver Police will meet with Clark County finance and program staff to review WASPC grant finance and operational reporting requirements.

After the new Clark-Vancouver Mental Health Rapid Response Crisis Team members are trained and begin deployment approximately November 1, monthly performance reports and invoices will be due from Clark County to Vancouver Police; and after internal review and approval, will be incorporated into the grant reports required by WASPC and submitted by Vancouver Police.

Together, we will ensure that all WASPC grant requirements are met and provide our staff with the tools for operational success.

Monthly Steering Committee/Stakeholder Meetings will begin in September. Team performance and operations, including these performance and financial reports, will be addressed at monthly Steering Committee / Stakeholder meetings. Successes and challenges will be shared and openly discussed in order to make adjustments that will maximize program effectiveness not just for this grant, but for the future of our community.

If approved for funding, our project would follow this rough timeline:

September 2019

- a) Receive and share WASPC Award / Notice to Proceed; notify grant partners and stakeholders; accept the award and return signed documents to WASPC
- b) Vancouver Police will assemble a VPD WASPC Mental Health Grant Team and schedule monthly internal check-in meetings; these will likely lead to a series of monthly meetings to check in with grant administration, finance, or program staff with our key partner Clark County Community Services to ensure we are meeting all WASPC programmatic and administrative requirements. We will also schedule a monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- c) Vancouver Police will work with WASPC to get prior approval for Clark County to contract for programming services to build reports that are responsive to WASPC data points for reporting grant progress and outcomes. We will also discuss how best to manage and report the grant staffing and services provided by Sea Mar Community Services Northwest.
- d) VPD to schedule consent agenda by Vancouver City Council and Clark County Counselors

- e) Post the three new mental health provider positions, with intent to select and hire all three positions September 15 -30, and immediately begin training and orientation.
- f) Identify Steering Committee / Stakeholder Meeting participants; schedule a standing monthly meeting and send out Monthly Steering Committee / Stakeholder Meeting Invitations for the full grant term, September – June, with a final meeting in July 2020.

October 2019

- a) Train the three new mental health field responders in policies, procedures, operations, and safety in the field.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC, plus any quarterly reports.

November 2019

- a) Deploy the three new mental health field responders in the field.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC.

December 2019

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC.

January 2020

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC, plus any quarterly reports.

February 2020

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC.

March 2020

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC.

April 2020

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings

- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC, plus any quarterly reports.

May 2020

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC.

June 2020

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC.

July 2020

- a) Check in with the three new mental health field responders.
- b) Host Monthly Steering Committee / Stakeholder Meetings
- c) Hold Monthly VPD internal grant team check-in meetings; reach out to Clark County Community Services to ensure we are on track for meeting all WASPC requirements.
- d) Hold monthly call with WASPC to review grant progress, challenges, and address any outstanding items.
- e) Submit monthly invoices and reports to WASPC, plus year-end reports.
- f) Project close out – prepare and conduct final evaluation meetings and reports.



WASPC Grant Budget Worksheet

2019 WASPC Proposal for Mental Health Field Response Grant
Budget Worksheet for Clark-Vancouver Mental Health Rapid Response Team

A. Personnel

Name	Position	Computation				Cost
		Salary	Basis	%of Time	Length of Time	
None						
TOTAL Personnel						-

B. Fringe Benefits

Description	Computation		Cost
	Base	Rate	
None			-
TOTAL Fringe Benefits			-

C. Travel

Purpose of Travel	Location	Computation							Cost
None		Item	Cost Rate	Basis for Rate	Quantity	# of People	Number of Trips	Cost	-
								-	
TOTAL Travel									-

D. Equipment

Item	Computation		Cost
	Quantity	Cost	
None			-
TOTAL Equipment			-

E. Supplies

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
None			-
TOTAL Supplies			-

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.						
Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of \$100,000						
Item						Cost
Vancouver Police with Contract with Clark County to Provide Mental Health Field Responders in partnership with the Vancouver Police Department						
F1) Contract Personnel						191,625.60
F2) Contract Fringe Benefits						67,068.96
F3) Contract Travel Costs						6,032.00
F4 Contract Equipment						6,300.00
F5) Contract Supplies						3,600.00
F6) Contract Consultants/Contracts						5,250.00
F7) Contract Other Costs						35,040.00
TOTAL Contracts						314,916.56
Contracts Narrative						
Vancouver will serve as fiscal agent for this grant, disbursing funds to Clark County to provide and coordinate the following services under this grant. We will follow WASPC requirements for procurement processes and sole-source contracting if required.						
F1) CONTRACT PERSONNEL COSTS FOR CLARK COUNTY						
Position	Name	Computation				Cost
		Salary	Basis	% of Time	Length of Time	
Position #1 - Designated Crisis Responder (FTE 1.0 + 0.2)	New position - TBD	66,000.00	Year	120.00	1	79,200.00
Position #2 - Mental Health Therapist Professional (FTE 1.0 + 0.2)	New position - TBD	55,250.00	Year	120.00	1	66,300.00
Position #3 - Peer Support Specialist Counselor (FTE 1.0 + 0.2)	New position - TBD	38,438.00	Year	120.00	1	46,125.60
				TOTAL Contract Personnel		191,625.60
Contract Personnel Narrative for Clark County						
Clark County currently has a wealth of expertise in providing a mobile outreach model for mental health services, and will coordinate and manage day-to-day grant-funded staff and operations, including mental health services to be provided through Sea Mar Community Services Northwest. This proposed staffing model for mental health field rapid response includes three full-time positions, plus backfill coverage for any leave hours to ensure a consistent response for our pilot program. The personnel budget to support this field response model includes 1.0 FTE Designated Crisis Responder plus 0.2 FTE Designated Crisis Responder for vacation and sick coverage, which would be pulled from an on-call pool; 1.0 FTE Mental Health Professional plus 0.2 FTE Mental Health Professional for vacation and sick coverage, which would be pulled from an on-call pool; and 1.0 FTE Peer Support plus 0.2 FTE Mental Health Professional for vacation and sick coverage, which would be pulled from an on-call pool. Salary and benefits for grant positions will be paid consistently with similar positions in the same organization, based on current employment and payroll policies, procedures, and any applicable labor contracts.						
F2) CONTRACT FRINGE BENEFIT COSTS FOR CLARK COUNTY						

Description		Base	Rate	Cost					
Position #1 - Designated Crisis Responder (1.0 + 0.2 FTE)		79,200.00	0.35	27,720.00					
Position #2 - Mental Health Professional (1.0 + 0.2 FTE)		66,300.00	0.35	23,205.00					
Position #3 - Peer Support Specialist (1.0 + 0.2 FTE)		46,125.60	0.35	16,143.96					
TOTAL Fringe Benefits			67,068.96						
Contract Fringe Benefits Narrative for Clark County									
Fringe benefits costs for staff employed by Clark County and Sea Mar Community Services Northwest vary slightly. They both include FICA, Workman's Compensation, Unemployment Compensation, health insurance, and retirement, but costs vary by individual based on health plan selection, etc. Clark County averages 0.35 rate for fringe benefits. This is only an estimate for budgeting; all costs charged to the grant will be based on actual benefits paid to each individual billed to the grant. Salary and benefits for grant positions will be paid consistently with similar positions in the same organization based on employment and payroll policies, procedures, and any applicable labor contracts.									
F3) CONTRACT TRAVEL COSTS FOR CLARK COUNTY									
Purpose of Travel	Location	Computation							Cost
Mental Health Team Response to Calls for Service	Travel will occur within the city of Vancouver, Washington	Item	Cost Rate	Basis for Rate	Quantity	Number People	Number of Trips	Cost	6,032.00
		Mileage	0.58	Mile	10	3	1040	6,032.00	
		Mileage notes:	2019 federal mileage rate		average 10 miles per response	3 mental health field responders	Anticipate 2 trips per shift		
		Subtotal						6,032.00	
TOTAL Travel								6,032.00	
Contract Travel Costs Narrative for Clark County									
Mental Health Field Response teams will respond to calls for assistance throughout the service area of the City of Vancouver, which encompasses nearly 50 square miles. Clark County offices are located near downtown, in the southwest corner of the City. We anticipate that mental health field response will average 10 miles per trip. Each of the mental health field responders will drive their own personal vehicles for field response to client locations, and they will keep mileage log sheets for reimbursement at the 2019 federal rate, per current organizational policy. We anticipate that each of the three mental health staff will respond to two field calls per shift for a combined total of 520 work shifts (Staff are eligible for 173.33 work hours per month x 8 months Nov 2019 - June 2020 = 173.33 8 hour shifts x 3 FTEs = 520 total work shifts x 2 field responses requiring travel = 1040 field responses x 10 miles per trip = 10,400 miles x \$0.58/mile = \$6032.00									
F4) CONTRACT EQUIPMENT COSTS FOR CLARK COUNTY									
Item		Computation		Cost					
		Quantity	Cost						
Laptop Computer - one for each of the three new mental health field response staff		3	1,500.00	4,500.00					
Mobile Phone - for each of the three new mental health field response staff		3	600.00	1,800.00					
TOTAL Equipment			6,300.00						
Contract Equipment Costs Narrative for Clark County									
Clark County willll purchase equipment necessary for program implementation. Each of the three new staff members will require a laptop and phone in order to receive and respond to calls in the field. (Please see below Section G. Other Costs for equipment connectivity services.)									
F5) CONTRACT SUPPLIES COSTS FOR CLARK COUNTY									
		Computation							

Supply Item		Qty/ Duration	Cost	Cost	
General Office Supplies. 3 FTEs @ \$100 per month x 12 months = \$3600		12	300.00	3,600.00	
				-	
TOTAL Supplies				3,600.00	
Contract Supplies Costs Narrative for Clark County					
General office supply costs are based on current internal estimates of \$100 per FTE per month. Office supplies will be needed for each of the three new staff added to effectively provide mental health field response duties.					
F6) CONTRACT/CONSULTANT COSTS FOR CLARK COUNTY					
Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
Xpio Computer Support Services	Configure Software for CareLogic System to write grant reports for WASPC reporting	175.00	Hour	30	5,250.00
					-
Subtotal Consultants					5,250.00
Contract Consultant Fees Narrative for Clark County					
This vendor is the current provider for Clark County Crisis Services to write specialized data reports for the CareLogic software system, which will be needed to meet the WASPC requirement to provide monthly grant progress reports. Clark County will rely on the current local organization's formal written Procurement Policies in entering into this service contract. As the current going rate for this particular vendor exceeds the WASPC maximum, we will follow the process to provide additional justification and secure prior written approval from WASPC before obligating any grant funds for this purpose.					
F7) OTHER COSTS FOR CLARK COUNTY					
Description	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
Client transportation services	Transportation services necessary to take the client to other services as part of a recommended course of treatment or follow-up action designed by the mental health field response team providers	12.00	Response	520	6,240.00
Language interpreter services	Language interpreter services for clients requesting assistance to aid communication with the mental health field response team providers or other necessary services	75.00	Response	104	7,800.00
Equipment support and connectivity fees for the phones and computers listed above		7,000.00	FTE	3.00	21,000.00
Subtotal Consultants					35,040.00
Other Costs Narrative for Clark County					

TRANSPORTATION SERVICES are essential for a successful mental health response program. For many reasons, mental health field responders do not provide clients with transportation to services. We have found it is more cost effective to arrange for client transportation via taxicab, Uber, etc for clients to get to the services they need. Based on current activities, we estimate approximately one client will require transportation per responder per shift (3 responders x 173.33 work days over 9 months = 520 shifts @ \$12 per client ride = \$6240). LANGUAGE SERVICES are often necessary when a client we respond to has limited English proficiency or feels more comfortable with another language. While we try whenever possible to hire multi-lingual mental health field responders, the City of Vancouver is a large City with residents who speak many languages, and we have found a cost-effective solution in contracting for language services when determined necessary by a mental health field responder, or when requested by a client. Based on current numbers, we estimate 20% of mental health field response shifts will require one call for language assistance (20% x 520 shifts = 104 calls). EQUIPMENT SUPPORT and connectivity fees, including but not limited to network access and cellular service for these laptop computers and mobile phones listed above under Section D. Equipment, will facilitate effective field response and evaluation and referral services for mental health responses. Local procurement guidelines will be used for the purchase, and equipment use and information security procedures will apply for all grant-funded items.

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Budget Category	Amount Requested
A. Personnel	-
B. Fringe Benefits	-
C. Travel	-
D. Equipment	-
E. Supplies	-
F. Consultants/Contracts	
F1) Contract Personnel	191,625.60
F2) Contract Fringe Benefits	67,068.96
F3) Contract Travel Costs	6,032.00
F4) Contract Equipment	6,300.00
F5) Contract Supplies	3,600.00
F6) Contract Consultants	5,250.00
F7) Contract Other Costs	35,040.00
Subtotal Contracts	314,916.56
G. Other	-
TOTAL PROJECT COSTS	314,916.56
Local Match (if applicable)	34,442.40
TOTAL GRANT REQUEST	314,916.56

Local Match - Describe any local match provided. List source and how the funds will be used to achieve project goals.

Vancouver Police will provide staff time to support program implementation as described in the narrative.

Clark County plans to provide the following resources to support program implementation:

Clark County Community Services (DCS)	Match Calculation					Description
	Salary	Fringe Benefits	Annual	% of time	Cost	
Supervision of DCR by Dan Jass	\$6,446.00	\$2,256.10	\$104,425.20	0.05	\$5,221.26	Provision of clinical supervision of the DCR, note review, etc
Data validation and reporting by Mary Fudge	\$5,985.00	\$2,094.75	\$96,957.00	0.05	\$4,847.85	Developing reports with contractor, XPIO, as required for grant reporting
Office Space for 1.2 FTE DCR					\$2,360.00	Office Space for Designated Crisis Responder to work when not in the field
Departmental Administration and Indirect Support					\$16,792.03	Clark County will provide administration and support at 12% of direct costs
					\$29,221.14	

We also have a working agreement with Sea Mar Community Services Northwest, which will assist Clark County with program implementation.

Supervision of Field Responders by Erica Hunt	\$6,446.00	\$2,256.10	\$104,425.20	0.05	\$5,221.26	Provision of clinical supervision, note review, etc
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\$34,442.40 Minimum in-kind local match committed

11% Committed Local In-Kind Match, not including significant local support from Vancouver Police and other project stakeholders



Item #6.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

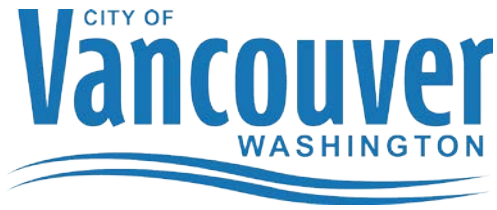
SUBJECT Appointment to Urban Forestry Commission

Action Requested

Appoint Dylan Saito and Chuleana Wheeler to the Urban Forestry Commission, terms beginning immediately and expiring October 1, 2023.

Councilmembers Stober and Lebowsky

ATTACHMENTS:



MEMORANDUM

DATE: Monday, October 7, 2019

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 2, Councilmembers Turlay, Stober and Lebowsky

CC: Eric J. Holmes, City Manager
Michelle Bartley, Boards & Commissions

RE: Recommendations for Appointment's to the Urban Forestry Commission

The Urban Forestry Commission was established for the purpose of managing, conserving and enhancing the existing trees located in the parks and public areas owned by the City of Vancouver and in public rights-of-way, and thereby enhancing the appearance of the city and protecting an important environmental and economic resource for the benefit of the city's residents and visitors, and for the purpose of assisting property owners and public agencies to improve and maintain trees in a manner consistent with adopted city policies.

Committee 2 had six interviews for two vacant positions. Committee 2 recommends appointing Dylan Saito and Chuleana Wheeler to a terms beginning immediately and expiring October 1, 2023.

If there are no objections, we would like to make these appointments at the **Monday, October 7, 2019** Council meeting.

Attachments:
Applications
Roster

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ **11,890,021.61** this 7th day of October 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
September 17 - September 30	Accounts Payable Checks (see attached)	\$ 8,801,419.04
September 17 - September 30	Hansen City Payments (see attached)	\$ 58,848.90
September 17 - September 30	Visa Refunds (see attached)	\$ 5,009.45
September 17 - September 30	Payroll Checks (see attached)	\$ 3,024,744.22
TOTAL		\$ 11,890,021.61

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	9/1/2019	618.82	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	9/1/2019	90.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remi	
Supplier Payment	Manual Wire	No Reference	9/9/2019	25,938.46	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	9/10/2019	22,718.41	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	9/10/2019	85,296.10	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	9/10/2019	711,716.64	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	9/11/2019	854,521.28	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	9/12/2019	8,783.82	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	9/12/2019	20,970.00	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	9/12/2019	54.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	9/13/2019	314,268.07	Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	9/13/2019	744,474.99	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	9/13/2019	50,679.16	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	9/13/2019	980.40	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	9/13/2019	5,085.00	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	9/16/2019	117,009.89	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	9/16/2019	13,169.20	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	9/17/2019	1,500.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	9/17/2019	25,938.46	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	9/18/2019	88,272.44	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	9/18/2019	980.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	9/18/2019	48,128.88	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	9/18/2019	2,000.00	Johns Hopkins University	
Supplier Payment	Manual Wire	No Reference	9/20/2019	1,000.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	9/23/2019	234.00	State of Washington Department of Licensing	
Supplier Payment	Manual Wire	No Reference	9/24/2019	129,888.10	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	9/24/2019	26,483.72	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	9/24/2019	14,486.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	9/25/2019	12,272.49	Allegiance Benefit Plan Management Inc	
Procurement Card Payment	Manual Wire	No Reference	9/25/2019	641,016.70	CoV Procurement Card	PNC payment
Supplier Payment	Manual Wire	No Reference	9/25/2019	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	9/25/2019	6,624.74	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	9/25/2019	159,287.48	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	9/25/2019	23,173.39	ING	
Supplier Payment	Manual Wire	No Reference	9/25/2019	573.47	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	9/25/2019	56,258.70	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	9/25/2019	1,467.96	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	9/25/2019	24,439.06	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	9/25/2019	4,074.11	Washington SDU	
Supplier Payment	Manual Wire	No Reference	9/25/2019	20,900.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	9/25/2019	13,542.61	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	9/26/2019	839,774.08	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	9/26/2019	745,120.49	State of Washington Department of Retirement System (PERS)	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

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Supplier Payment	Manual Wire	No Reference	9/26/2019	404,905.22	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	9/27/2019	20,053.00	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	9/30/2019	62,000.00	Fidelity National Title Co of Washington	
Expense Payment	Direct Deposit	EFT-00021975	9/19/2019	23.20	Jude Blocker	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021976	9/19/2019	24.00	Kristine Olinger	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021977	9/19/2019	36.00	Dade Pettinger	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021978	9/19/2019	200.00	Joseph Schrater	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021979	9/19/2019	107.12	John Scukanec	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021980	9/19/2019	30.00	Jaymie Swenson	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021981	9/19/2019	46.00	Mayra Cardenas	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021982	9/19/2019	20.00	Justin SerFace	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021983	9/19/2019	34.00	Jessie Uribe	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021984	9/19/2019	56.47	Sreekanth Thirunagari	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021985	9/19/2019	165.00	Suzanne Hebert	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021986	9/19/2019	209.00	Patricia Clerf	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00021987	9/19/2019	36.00	Blake Cothren	Employee reimbursement
Cash Advance Payment	Direct Deposit	EFT-00021988	9/19/2019	164.50	Olga Dacy	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021989	9/19/2019	418.00	Julie Ballou	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021990	9/19/2019	334.50	Tanya Wellstein	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021991	9/19/2019	190.00	Greg Catton	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021992	9/19/2019	77.72	Cathy Guerraz	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021993	9/19/2019	334.50	Michael Githens	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021994	9/19/2019	767.50	Jason Beach	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021995	9/19/2019	164.50	Julie Carpenter	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021996	9/19/2019	463.50	Todd Schwartz	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021997	9/19/2019	31.50	Steven Dobbs	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021998	9/19/2019	31.50	Steven Dobbs	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00021999	9/19/2019	274.50	Mike Lester	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00022000	9/19/2019	158.50	Jack Anderson	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00022001	9/19/2019	418.00	Brian Ruder	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00022002	9/19/2019	247.50	William Pardue	Travel advance

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Cash Advance Payment	Direct Deposit	EFT-00022003	9/19/2019	274.50	James McElvain	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00022004	9/19/2019	164.50	Laura Thornquist	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00022005	9/19/2019	455.00	John Farra	Travel advance
Expense Payment	Direct Deposit	EFT-00024008	9/26/2019	375.63	Tyson Taylor	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024009	9/26/2019	60.50	David King	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024010	9/26/2019	334.50	Tammy Michelson	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024011	9/26/2019	31.50	Steve Savage	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024012	9/26/2019	31.50	Steve Savage	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024013	9/26/2019	156.50	Michael Whitney	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024014	9/26/2019	291.00	Sean Dumas	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024015	9/26/2019	196.00	Linda Glover	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024016	9/26/2019	196.00	Jan Bader	Travel advance
Expense Payment	Direct Deposit	EFT-00024017	9/26/2019	139.30	Anne McEnerny-Ogle	Employee reimbursement
Cash Advance Payment	Direct Deposit	EFT-00024018	9/26/2019	342.70	Lacey Nichols	Travel advance
Cash Advance Payment	Direct Deposit	EFT-00024019	9/26/2019	396.20	Jonathan Schetky	Travel advance
Expense Payment	Direct Deposit	EFT-00024020	9/26/2019	1,390.63	Ryan Miles	Employee reimbursement
Cash Advance Payment	Direct Deposit	EFT-00024021	9/26/2019	112.00	Philip Gigler	Travel advance
Expense Payment	Direct Deposit	EFT-00024022	9/26/2019	252.40	Jeff Azul	Employee reimbursement
Cash Advance Payment	Direct Deposit	EFT-00024023	9/26/2019	31.50	Tyler Chavers	Travel advance
Expense Payment	Direct Deposit	EFT-00024024	9/26/2019	139.00	Adrienne Powers	Employee reimbursement
Cash Advance Payment	Direct Deposit	EFT-00024025	9/26/2019	396.20	Kevin McClure	Travel advance
Expense Payment	Direct Deposit	EFT-00024026	9/26/2019	19.46	Heather Abbott	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024027	9/26/2019	57.00	Robin Brown	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024028	9/26/2019	108.35	Melissa Szyplinski	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024029	9/26/2019	175.50	Nikki Roth	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024030	9/26/2019	540.00	Troy Price	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024031	9/26/2019	40.92	Ty Stober	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024032	9/26/2019	36.00	Annette Griffy	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024033	9/26/2019	1,179.58	Mark Hazuka	Employee reimbursement

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Expense Payment	Direct Deposit	EFT-00024034	9/26/2019	12.76	Philip Lavine	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024035	9/26/2019	326.01	John Mosely	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024036	9/26/2019	552.86	JT Thomas	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024037	9/26/2019	2.50	Chris Malone	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024038	9/26/2019	325.15	Tammi Neblock	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024039	9/26/2019	505.11	Joseph Brannan	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024040	9/26/2019	37.60	Andrew Jeffers	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024041	9/26/2019	17.75	Jessica George	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024042	9/26/2019	36.63	Robert Givens	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024043	9/26/2019	18.97	Jordan Macfarlane	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024044	9/26/2019	57.00	Brad Aiello	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024045	9/26/2019	57.00	John Janisch	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024046	9/26/2019	178.86	Colin Hayes	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024047	9/26/2019	550.29	James McElvain	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024048	9/26/2019	99.00	James Porter	Employee reimbursement
Expense Payment	Direct Deposit	EFT-00024049	9/26/2019	153.50	Lee Gelsinger	Employee reimbursement
Supplier Payment	Check	5376	9/18/2019	650.65	State of Washington Auditor's Office	
Cash Advance Payment	Check	5377	9/18/2019	334.50	Brenda Tryon	Travel advance
Ad Hoc Payment	Check	5378	9/18/2019	39.88	Bernazzari, Renee	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	5379	9/18/2019	31.33	Burshtynskiy, Yelena V	Utility Refunds: 0078099530-03
Ad Hoc Payment	Check	5380	9/18/2019	150.00	Clark, Lorna	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	5381	9/18/2019	108.05	Ding, Xiang	Utility Refunds: 0108006690-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5382	9/18/2019	140.59	Ding, Xiang	Utility Refunds: 0108006690-04
Ad Hoc Payment	Check	5383	9/18/2019	62.71	Estate of Robert Hovart	Utility Refunds: 0028035500-05
Ad Hoc Payment	Check	5384	9/18/2019	1,125.07	Fourth Plain Plaza	Utility Refunds: 0022084104-01
Ad Hoc Payment	Check	5385	9/18/2019	2,270.83	Hearthwood Dog and Cat Clinic	Utility Refunds: 0064000100-02
Ad Hoc Payment	Check	5386	9/18/2019	467.69	Klochkov, Artyom	Utility Refunds: 0107006504-04
Ad Hoc Payment	Check	5387	9/18/2019	370.24	Lanphar, Kimberly	Utility Refunds: 0111011012-04
Ad Hoc Payment	Check	5388	9/18/2019	45.02	Moody, Cynthia	Utility Refunds: 0045007600-03
Ad Hoc Payment	Check	5389	9/18/2019	137.80	Personal Property Management	Utility Refunds: 0046055015-06
Ad Hoc Payment	Check	5390	9/18/2019	29.04	Phillips, Sherri	Utility Refunds: 0107002484-01
Ad Hoc Payment	Check	5391	9/18/2019	96.82	Purvis, Donald	Utility Refunds: 0064068700-05
Ad Hoc Payment	Check	5392	9/18/2019	92.49	Rank, Patrick H and Molly B	Utility Refunds: 0137006028-02
Ad Hoc Payment	Check	5393	9/18/2019	86.50	Real Asset Management Inc	Utility Refunds: 0002035500-06
Ad Hoc Payment	Check	5394	9/18/2019	741.43	Repman, Nora M	Utility Refunds: 0027024804-07
Ad Hoc Payment	Check	5395	9/18/2019	62.87	Roest, Bryan T	Utility Refunds: 0000008094-02 Consolidated refund created from multiple refunds

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Ad Hoc Payment	Check	5396	9/18/2019	82.46	Sharma,Ajay	Utility Refunds: 0117000104-04
Ad Hoc Payment	Check	5397	9/18/2019	108.00	Sperry,Eloise	Utility Refunds: 0025040400-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5398	9/18/2019	5.29	Stewart J Hansen and Joseph K Chapman	Utility Refunds: 0071076640-03
Ad Hoc Payment	Check	5399	9/18/2019	231.47	Tingley,Joshua and Crystal	Utility Refunds: 0023080100-08
Ad Hoc Payment	Check	5400	9/18/2019	251.31	Weston,Jon E	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	5401	9/18/2019	433.78	Winters,Erica	Utility Refunds: 0000007797-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5402	9/18/2019	399.14	Win Win Property Solutions LLC	Utility Refunds: 0092022900-12
Ad Hoc Payment	Check	5403	9/18/2019	277.54	Wirth,Abe	Utility Refunds: 0101001550-02
Ad Hoc Payment	Check	5404	9/18/2019	596.20	Brandon Walsh	20190812
Ad Hoc Payment	Check	5405	9/18/2019	120.00	David Sanchez	20190903
Ad Hoc Payment	Check	5406	9/18/2019	120.00	Deborah Brown	20190903
Ad Hoc Payment	Check	5407	9/18/2019	100.47	Deborah Lenoir	Utility Refunds: 0104301884-01
Ad Hoc Payment	Check	5408	9/18/2019	500.00	Friends of Lincoln	2003124.030
Ad Hoc Payment	Check	5409	9/18/2019	650.00	Funny or Die	Rental Deposit Refund
Ad Hoc Payment	Check	5410	9/18/2019	2,250.00	Irenea Landin	Permit #5661 Full Refund
Ad Hoc Payment	Check	5411	9/18/2019	220.00	Jared Bunn	20190903
Ad Hoc Payment	Check	5412	9/18/2019	371.37	Luka Vitasovic	082019 IACP Conference
Ad Hoc Payment	Check	5413	9/18/2019	125,000.00	Northwest Injury Law Center	20170218
Ad Hoc Payment	Check	5414	9/18/2019	3,500.00	Robert Schmidt	20190317
Ad Hoc Payment	Check	5415	9/18/2019	220.00	Savanna Steed	20190903
Ad Hoc Payment	Check	5416	9/18/2019	1,300.00	Vancouver for Peace	Esther Short Deposit Refund
Ad Hoc Payment	Check	5417	9/18/2019	23.94	Willard and Juanita Wells	Utility Refunds: 0099090045-02
Supplier Payment	Check	5418	9/18/2019	457.00	Accurate Corporate Services Inc	
Supplier Payment	Check	5419	9/18/2019	2,230.82	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	5420	9/18/2019	40.32	Airgas, Inc	
Supplier Payment	Check	5421	9/18/2019	413.00	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	5422	9/18/2019	546.25	All About Fun Inc.	
Supplier Payment	Check	5423	9/18/2019	78,195.22	Allcon LLC	
Supplier Payment	Check	5424	9/18/2019	19,640.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	5425	9/18/2019	121.80	American Sani-Can	
Supplier Payment	Check	5426	9/18/2019	944.25	Annas Consultants Inc	
Supplier Payment	Check	5427	9/18/2019	275.32	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	5428	9/18/2019	429.54	Aronson Security Group	
Supplier Payment	Check	5429	9/18/2019	3,653.10	Barran Liebman LLP	
Supplier Payment	Check	5430	9/18/2019	1,934.79	Bound Tree Medical LLC	
Supplier Payment	Check	5431	9/18/2019	15,057.88	Brightview Holdings Inc	
Supplier Payment	Check	5432	9/18/2019	43,420.29	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	5433	9/18/2019	30,131.22	C & R Tractor & Landscape Supply	
Supplier Payment	Check	5434	9/18/2019	5,641.96	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	5435	9/18/2019	400.14	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	5436	9/18/2019	158.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	5437	9/18/2019	4,473.71	Clark County Historical Society	
Supplier Payment	Check	5438	9/18/2019	552.35	Clark County - Remit-To: Clark County - Treasurer Seattle	
Supplier Payment	Check	5439	9/18/2019	894.69	Clark Public Utility District No. 1	

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Supplier Payment	Check	5440	9/18/2019	30.93	Clark Public Utility District No. 1	
Supplier Payment	Check	5441	9/18/2019	912.49	Clark Public Utility District No. 1	
Supplier Payment	Check	5442	9/18/2019	578.06	Clark Public Utility District No. 1	
Supplier Payment	Check	5443	9/18/2019	24.85	Comcast - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5444	9/18/2019	8,791.24	Core and Main LP	
Supplier Payment	Check	5445	9/18/2019	8,400.00	Cruise the Couve	
Supplier Payment	Check	5446	9/18/2019	150.00	David M Cooley	
Supplier Payment	Check	5447	9/18/2019	750.00	EMS Technology Solutions LLC	
Supplier Payment	Check	5448	9/18/2019	8,878.50	Fire Systems West	
Supplier Payment	Check	5449	9/18/2019	91,158.17	Folden Construction	
Supplier Payment	Check	5450	9/18/2019	1,719.38	Galls LLC	
Supplier Payment	Check	5451	9/18/2019	5,984.77	General Pacific Inc	
Supplier Payment	Check	5452	9/18/2019	3,784.16	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	5453	9/18/2019	34.00	Gilbarco Veeder-Root	
Supplier Payment	Check	5454	9/18/2019	84.92	Gordian Group - Remit-To: Gordian - Los Angeles	
Supplier Payment	Check	5455	9/18/2019	164.50	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Check	5456	9/18/2019	7,394.00	GreenPlay LLC	
Supplier Payment	Check	5457	9/18/2019	1,864.50	H&H Wood Recyclers	
Supplier Payment	Check	5458	9/18/2019	11,565.32	Halbert Construction Services LLC	
Supplier Payment	Check	5459	9/18/2019	1,000.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	5460	9/18/2019	198.75	Kathleen Miller	
Supplier Payment	Check	5461	9/18/2019	80,976.77	Key Code Media, Inc	
Supplier Payment	Check	5462	9/18/2019	4,918.19	L.N. Curtis & Sons	
Supplier Payment	Check	5463	9/18/2019	200.00	Lee Nicholas	
Supplier Payment	Check	5464	9/18/2019	5,292.63	Leupold & Stevens Inc	
Supplier Payment	Check	5465	9/18/2019	7,012.86	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	5466	9/18/2019	122,484.44	Mackay Sposito Inc	
Supplier Payment	Check	5467	9/18/2019	4,986.61	Mackenzie Engineering Inc	
Supplier Payment	Check	5468	9/18/2019	1,084.00	Message Gears LLC	
Supplier Payment	Check	5469	9/18/2019	6,263.20	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	5470	9/18/2019	161.30	National Safety Inc	
Supplier Payment	Check	5471	9/18/2019	1,657.43	One Call Concepts Inc	
Supplier Payment	Check	5472	9/18/2019	118.71	Orion Medical Supply	
Supplier Payment	Check	5473	9/18/2019	1,040.64	Pitney Bowes Inc	
Supplier Payment	Check	5474	9/18/2019	75.82	Potter Webster Co	
Supplier Payment	Check	5475	9/18/2019	33,568.35	PPC Solutions Inc	
Supplier Payment	Check	5476	9/18/2019	318.57	Praxair Distribution Inc	
Supplier Payment	Check	5477	9/18/2019	1,310.00	Purple Communications Inc	
Supplier Payment	Check	5478	9/18/2019	255.75	Richard L Hepper	
Supplier Payment	Check	5479	9/18/2019	2,155.45	Right of Way Associates Inc	
Supplier Payment	Check	5480	9/18/2019	31,647.38	Selectron Technologies	
Supplier Payment	Check	5481	9/18/2019	4.84	Shred It USA LLC	
Supplier Payment	Check	5482	9/18/2019	3,724.42	Shrums Pest Control	
Supplier Payment	Check	5483	9/18/2019	68,806.84	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	5484	9/18/2019	160.00	The Columbian Publishing Co	
Supplier Payment	Check	5485	9/18/2019	276.69	Tyree Oil Inc	

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Supplier Payment	Check	5486	9/18/2019	20,098.37	Universal Field Services Inc	
Supplier Payment	Check	5487	9/18/2019	3,000.00	Uptown Village Association	
Supplier Payment	Check	5488	9/18/2019	581.64	Walter E Nelson Company	
Supplier Payment	Check	5489	9/18/2019	24,340.90	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	5490	9/18/2019	2,384.70	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	5491	9/18/2019	3,363.00	W Todd Pascoe	
Supplier Payment	Check	5492	9/18/2019	59.33	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	5493	9/18/2019	1,751.00	Yakima County	
Supplier Payment	Check	5494	9/18/2019	2,282.68	Zayo Group Holding Inc	
Supplier Payment	Check	5495	9/18/2019	958.74	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	5496	9/18/2019	7,105.53	AT & T Mobility II LLC	
Supplier Payment	Check	5497	9/18/2019	3,842.50	Clark County	
Supplier Payment	Check	5498	9/18/2019	3,950.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	5499	9/18/2019	2,823.94	Eagle Newspaper Inc	
Supplier Payment	Check	5500	9/18/2019	1,851.09	Evergreen Habitat for Humanity	
Supplier Payment	Check	5501	9/18/2019	2,448.81	Fire Systems West	
Supplier Payment	Check	5502	9/18/2019	4,246.00	George Elevator Service LLC	
Supplier Payment	Check	5503	9/18/2019	4,583.33	Greater Vancouver Chamber of Commerce	
Supplier Payment	Check	5504	9/18/2019	4,583.33	Hispanic Metropolitan Chamber	
Supplier Payment	Check	5505	9/18/2019	4,250.62	Janus Youth Programs Inc	
Supplier Payment	Check	5506	9/18/2019	2,287.54	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	5507	9/18/2019	100,600.00	REACH Community Development Inc	
Supplier Payment	Check	5508	9/18/2019	11,388.06	Second Step Housing	
Supplier Payment	Check	5509	9/18/2019	1,084.07	United Parcel Service	
Ad Hoc Payment	Check	5510	9/19/2019	2,250.00	Irenea Landin	Refund permit charges
Supplier Payment	Check	5511	9/25/2019	8,891.60	Aflac	
Supplier Payment	Check	5512	9/25/2019	5,352.70	AFSCME Local #307	
Supplier Payment	Check	5513	9/25/2019	3,612.00	Chapter 13 - Trustee	
Supplier Payment	Check	5514	9/25/2019	21,225.79	IAFF Local #452	
Supplier Payment	Check	5515	9/25/2019	751.06	IAM Local #1374	
Supplier Payment	Check	5516	9/25/2019	67.12	Legal Shield	
Supplier Payment	Check	5517	9/25/2019	8,232.13	Life Insurance Company of North America	
Supplier Payment	Check	5518	9/25/2019	575.00	MFS Service Center Inc	
Supplier Payment	Check	5519	9/25/2019	5,019.58	OPEIU Local #11	
Supplier Payment	Check	5520	9/25/2019	140.04	OPEIU Local #11	
Supplier Payment	Check	5521	9/25/2019	383.52	OPEIU Local #11	
Supplier Payment	Check	5522	9/25/2019	608.00	Teamsters Local #58	
Supplier Payment	Check	5523	9/25/2019	332.50	UA Local #290	
Supplier Payment	Check	5524	9/25/2019	1,338.28	United Way of the Columbia Willamette	
Supplier Payment	Check	5525	9/25/2019	13,032.77	Vancouver Police Officer Guild	
Supplier Payment	Check	5526	9/25/2019	2,724.90	Western Conference of Teamsters	
Supplier Payment	Check	5527	9/25/2019	976.00	Western Metal Industry Pension Plan	
Cash Advance Payment	Check	5528	9/25/2019	196.00	Maureen Montague [C]	Travel advance
Expense Payment	Check	5529	9/25/2019	86.25	Matryal Beane	Employee reimbursement
Ad Hoc Payment	Check	5530	9/25/2019	116.67	AK Quality Tile & Stone LLC	refund business lic

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Ad Hoc Payment	Check	5531	9/25/2019	290.00	Allison Lester	refund business lic
Ad Hoc Payment	Check	5532	9/25/2019	25.00	Amanda Nicole	refund solicitor/peddler lic
Ad Hoc Payment	Check	5533	9/25/2019	200.00	Apocalypse Cycles LLC	refund business lice
Ad Hoc Payment	Check	5534	9/25/2019	100.00	Arnada Neighborhood Association	20190918
Ad Hoc Payment	Check	5535	9/25/2019	100.00	Brian/ Paige Bortvedt	refund alarm
Ad Hoc Payment	Check	5536	9/25/2019	102.10	Bryan Swanner	refund overpmt SCIP loan
Ad Hoc Payment	Check	5537	9/25/2019	31.00	Cascade Inn	refund duplicate pmt CIVICGOV
Ad Hoc Payment	Check	5538	9/25/2019	200.00	Church of God Ministries Inc	refund business lic
Ad Hoc Payment	Check	5539	9/25/2019	130.00	Clark County District Court	refund pmt rec'd after sent to DC
Ad Hoc Payment	Check	5540	9/25/2019	747.39	Colin Estes	Claim Payment - DOL: 08/19/19 - Risk
Ad Hoc Payment	Check	5541	9/25/2019	57.08	Crown Electric	MPE-269295
Ad Hoc Payment	Check	5542	9/25/2019	57.09	Crown Electric	MPE-269224
Ad Hoc Payment	Check	5543	9/25/2019	20.00	Cynthia Sanchez	refund alarm
Ad Hoc Payment	Check	5544	9/25/2019	27.52	Daniel P Ronyak	refund SCIP loan overpmt
Ad Hoc Payment	Check	5545	9/25/2019	200.00	David John Warner	refund business lic
Ad Hoc Payment	Check	5546	9/25/2019	200.00	Debra Lane Morlan	refund business lic
Ad Hoc Payment	Check	5547	9/25/2019	57.58	Denise Walters	refund pkg permit COV09021
Ad Hoc Payment	Check	5548	9/25/2019	660.20	Donald John Harriman	20190916
Ad Hoc Payment	Check	5549	9/25/2019	20.00	Drainage Masters LLC	refund alarm
Ad Hoc Payment	Check	5550	9/25/2019	3,252.00	Earthworks Excavating Services Inc	SCIP contractor pmt Inv #WA123.19
Ad Hoc Payment	Check	5551	9/25/2019	200.00	Erika Loftin	refund business lic
Ad Hoc Payment	Check	5552	9/25/2019	150.00	Fran Bolte	20190826
Ad Hoc Payment	Check	5553	9/25/2019	200.00	Fundamental Home Inspections LLC	refund business lic
Ad Hoc Payment	Check	5554	9/25/2019	2,105.00	Geoff Spahr	FRI-269760 refund
Ad Hoc Payment	Check	5555	9/25/2019	250.00	Gloria Davenport	20190903
Ad Hoc Payment	Check	5556	9/25/2019	805.55	GYJ Homes	RES-267208 refund
Ad Hoc Payment	Check	5557	9/25/2019	100.00	Image Neighborhood Association	20190909
Ad Hoc Payment	Check	5558	9/25/2019	200.00	Imagine Medical Gas	refund business lic
Ad Hoc Payment	Check	5559	9/25/2019	200.00	Inner Healing Nutritional Therapy LLC	refund business lic
Ad Hoc Payment	Check	5560	9/25/2019	1,000.00	Inns of Court	2019 Dues
Ad Hoc Payment	Check	5561	9/25/2019	200.00	James Arthur Sholl	refund business lic
Ad Hoc Payment	Check	5562	9/25/2019	11.28	Jamie Mayhugh	refund overpmt pkg citation
Ad Hoc Payment	Check	5563	9/25/2019	20.00	Jerry Lloyd	refund alarm
Ad Hoc Payment	Check	5564	9/25/2019	55.32	Jesse Magana	refund overpmt SCIP loan
Ad Hoc Payment	Check	5565	9/25/2019	30.00	Jieyoung Jang	ref overpmt pkg cit 7200816672
Ad Hoc Payment	Check	5566	9/25/2019	25.00	Joshua Johnson	refund overpmt pkg cit 7200816976
Ad Hoc Payment	Check	5567	9/25/2019	100.00	Lewis and Clark Woods Neighborhood Association	2090919
Ad Hoc Payment	Check	5568	9/25/2019	200.00	Lies Brothers Construction Inc	refund business lic
Ad Hoc Payment	Check	5569	9/25/2019	200.00	Lorna Ellen Atkins	refund business lic
Ad Hoc Payment	Check	5570	9/25/2019	490.00	Los Portrillos	refund alarms
Ad Hoc Payment	Check	5571	9/25/2019	57.08	Matthew J Cowan-Leis	MPE-270031
Ad Hoc Payment	Check	5572	9/25/2019	100.00	Michael Ahlfors	LUP-76219
Ad Hoc Payment	Check	5573	9/25/2019	200.00	New Terrains Excavation	refund business lic
Ad Hoc Payment	Check	5574	9/25/2019	36.77	Nina Olcott	refund pkg permit COV08721
Ad Hoc Payment	Check	5575	9/25/2019	3,829.23	Northwest Landcare LLC	SCIP contractor pmt- Inv #171
Ad Hoc Payment	Check	5576	9/25/2019	3,804.84	Northwest Landcare LLC	SCIP contractor pmt- inv #168
Ad Hoc Payment	Check	5577	9/25/2019	50.00	Oleg Derlyuk	ref overpmt pkg cit 7201208949
Ad Hoc Payment	Check	5578	9/25/2019	200.00	Ova-Nee Productions	refund business lic
Ad Hoc Payment	Check	5579	9/25/2019	1,264.20	Pacific Northwest Fire Protection	FRI-269714 refund

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Ad Hoc Payment	Check	5580	9/25/2019	9,756.00	Pacific Siteworks LLC	SCIP reimbursement - Inv #1182
Ad Hoc Payment	Check	5581	9/25/2019	100.00	Parkway East Neighborhood Association	20190909
Ad Hoc Payment	Check	5582	9/25/2019	20.00	PCS	refund alarm
Ad Hoc Payment	Check	5583	9/25/2019	40.00	PCS	refund alarm
Ad Hoc Payment	Check	5584	9/25/2019	50.00	PCS	overpmt pkg cit 090309616; 170101562
Ad Hoc Payment	Check	5585	9/25/2019	170.00	PCS	refund alarms
Ad Hoc Payment	Check	5586	9/25/2019	40.00	PCS	refund alarm
Ad Hoc Payment	Check	5587	9/25/2019	100.00	Rose Village Neighborhood Association	20190918
Ad Hoc Payment	Check	5588	9/25/2019	200.00	Ruvim V Golyshevskiy	refund business lic
Ad Hoc Payment	Check	5589	9/25/2019	120.00	Ryan Courtney	Claim Payment - DOL: 09/03/19 - Risk
Ad Hoc Payment	Check	5590	9/25/2019	72.00	Sassy's Nails	refund CIVICGOV
Ad Hoc Payment	Check	5591	9/25/2019	105.00	Shelley Deal	refund overpmt pkg citations
Ad Hoc Payment	Check	5592	9/25/2019	380.00	Skyview Baptist Church	refund CIVICGOV
Ad Hoc Payment	Check	5593	9/25/2019	58.04	SME Solutions LLC	MPE-270040
Ad Hoc Payment	Check	5594	9/25/2019	18.39	Sunrise O'Mahoney / Watershed Alliance	refund pkg permit COV08837
Ad Hoc Payment	Check	5595	9/25/2019	3,695.00	SWWICC	2019 Fall Seminar
Ad Hoc Payment	Check	5596	9/25/2019	284.00	Thomas Young	refund pkg permit COV09046
Ad Hoc Payment	Check	5597	9/25/2019	20.00	Travis Hardman	refund alarm
Ad Hoc Payment	Check	5598	9/25/2019	218.87	Triad Ventures LLC	CMI-266493
Ad Hoc Payment	Check	5599	9/22/2019	20.00	Tyler Paulson	refund alarm
Ad Hoc Payment	Check	5600	9/25/2019	75.48	Tyler Presnell	refund pkg per COV08533
Ad Hoc Payment	Check	5601	9/25/2019	940.86	Vancouver Clinic	CMI-269041 refund
Ad Hoc Payment	Check	5602	9/25/2019	186.10	Vancouver Clinic	CMI-261434 refund
Ad Hoc Payment	Check	5603	9/25/2019	100.00	Vancouver Heights Neighborhood Association	20190909
Ad Hoc Payment	Check	5604	9/25/2019	200.00	Vast Electric Inc	refund business lic
Ad Hoc Payment	Check	5605	9/25/2019	12.73	William Smeets	refund overpmt pkg citations
Ad Hoc Payment	Check	5606	9/25/2019	200.00	Yun-Mei Wang	refund business lic
Ad Hoc Payment	Check	5607	9/25/2019	117.71	Aleynah Gardinier and Sandra Morley	Utility Refunds: 0045007905-02
Ad Hoc Payment	Check	5608	9/25/2019	74.38	Amber and Christopher Blair	Utility Refunds: 0000001553-04
Ad Hoc Payment	Check	5609	9/25/2019	100.00	Amy Kerle and Daniel Hixson	Utility Refunds: 0030044100-08
Ad Hoc Payment	Check	5610	9/25/2019	33.55	Anguiano,Maximilian	Utility Refunds: 0000007345-02
Ad Hoc Payment	Check	5611	9/25/2019	216.90	Baker Guardianship,Nancy	Utility Refunds: 0040033700-00
Ad Hoc Payment	Check	5612	9/25/2019	101.23	Baley,Alex	Utility Refunds: 0000003909-02
Ad Hoc Payment	Check	5613	9/25/2019	211.46	Barbara Ingermann	Utility Refunds: 0061099350-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5614	9/25/2019	103.82	Bowman,Sherri	Utility Refunds: 0049083766-03
Ad Hoc Payment	Check	5615	9/25/2019	43.34	Champerty Real Estate 2015 LLC	Utility Refunds: 0019060000-12
Ad Hoc Payment	Check	5616	9/25/2019	379.99	Columbia Tech Center LLC - The Reserve	Utility Refunds: 0500002431-01
Ad Hoc Payment	Check	5617	9/25/2019	1,717.97	Columbia Tech Center LLC - The Reserve	Utility Refunds: 0500002431-01
Ad Hoc Payment	Check	5618	9/25/2019	57.11	Cummings,Marc A and Karissa L	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	5619	9/25/2019	15.47	Dale N and Linda M Desper	Utility Refunds: 0033033000-01
Ad Hoc Payment	Check	5620	9/25/2019	99.98	Ernst,Cynthia	Utility Refunds: 0015004515-01
Ad Hoc Payment	Check	5621	9/25/2019	260.00	Fanning,Erin	Utility Refunds: 0044021141-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5622	9/25/2019	780.25	Fernandez,Lourdes	Utility Refunds: 0039007914-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5623	9/25/2019	81.07	Fitzgerald,Glen	Utility Refunds: 0004005100-08
Ad Hoc Payment	Check	5624	9/25/2019	33.88	Gibbens,Jonathan	Utility Refunds: 0015009805-04
Ad Hoc Payment	Check	5625	9/25/2019	180.73	Glenard and Dorothy Denny	Utility Refunds: 0063157930-03
Ad Hoc Payment	Check	5626	9/25/2019	299.00	Hinedi,Kareem and Nadia	Utility Refunds: 0015049662-04 Consolidated refund created from multiple refunds

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

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Ad Hoc Payment	Check	5627	9/25/2019	121.83	Jeffery Buckner	Utility Refunds: 0063001218-05
Ad Hoc Payment	Check	5628	9/25/2019	36.61	Jennifer Mankowski-Dixon and	Utility Refunds: 005408C009-04
Ad Hoc Payment	Check	5629	9/25/2019	102.34	Kevin Goshea	Utility Refunds: 0000001934-04
Ad Hoc Payment	Check	5630	9/25/2019	91.31	Kimberlie Keehn	Utility Refunds: 0061092443-02
Ad Hoc Payment	Check	5631	9/25/2019	148.00	Kinney, Shannon	Utility Refunds: 0023085800-09 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5632	9/25/2019	118.52	Ladanyi Trustee, Janis	Utility Refunds: 0047095850-02
Ad Hoc Payment	Check	5633	9/25/2019	84.14	Langley, Sean and Lindsay	Utility Refunds: 0015047043-05
Ad Hoc Payment	Check	5634	9/25/2019	74.45	Lawrence Baker and Yvette Burns	Utility Refunds: 0056012200-08
Ad Hoc Payment	Check	5635	9/25/2019	207.42	Lou Huaxin and Gao Ziufen	Utility Refunds: 0039007914-09
Ad Hoc Payment	Check	5636	9/25/2019	62.69	Magno, Carl	Utility Refunds: 0027021000-11
Ad Hoc Payment	Check	5637	9/25/2019	13.15	Marilyn Pietz Bunch	Utility Refunds: 0048044676-05
Ad Hoc Payment	Check	5638	9/25/2019	244.00	Miller, Sheila	Utility Refunds: 0046082000-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5639	9/25/2019	62.47	Mosteller, Raymond	Utility Refunds: 0017052200-18
Ad Hoc Payment	Check	5640	9/25/2019	180.68	National Transfer Services LLC	Utility Refunds: 0000009319-02
Ad Hoc Payment	Check	5641	9/25/2019	719.14	Nylund Homes Inc	Utility Refunds: 0042060000-11
Ad Hoc Payment	Check	5642	9/25/2019	97.61	Onions, Jason	Utility Refunds: 0000007190-02
Ad Hoc Payment	Check	5643	9/25/2019	4,654.56	Pactrust	Utility Refunds: 0500002431-01
Ad Hoc Payment	Check	5644	9/25/2019	179.91	Pahlisch Homes Inc	Utility Refunds: 0002000111-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5645	9/25/2019	36.67	Rizhkov, Marina	Utility Refunds: 0000008096-01
Ad Hoc Payment	Check	5646	9/25/2019	96.27	Robert and Thelma Tippins	Utility Refunds: 0061084945-04
Ad Hoc Payment	Check	5647	9/25/2019	39.43	Rosy Vu and Andrew Nguyen	Utility Refunds: 0012078181-03
Ad Hoc Payment	Check	5648	9/25/2019	49.44	Shamblin Judy	Utility Refunds: 0000006052-02
Ad Hoc Payment	Check	5649	9/25/2019	135.00	Silva, Samantha and Bobby	Utility Refunds: 0003014300-11
Ad Hoc Payment	Check	5650	9/25/2019	181.00	Stanley and Diane Simmons	Utility Refunds: 0000002454-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5651	9/25/2019	143.58	Stevenson, Erika	Utility Refunds: 0000003265-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5652	9/25/2019	127.50	Susan and Sanforc Berg	Utility Refunds: 0026021000-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5653	9/25/2019	67.28	The Estate of Billie Jean Dco	Utility Refunds: 0055010016-01
Ad Hoc Payment	Check	5654	9/25/2019	238.96	Vega, Deborah	Utility Refunds: 0033076800-08
Ad Hoc Payment	Check	5655	9/25/2019	43.97	View Point Construction Inc	Utility Refunds: 0000003609-01
Ad Hoc Payment	Check	5656	9/25/2019	162.74	Village at Evergreen Landing HOA	Utility Refunds: 0002000112-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5657	9/25/2019	214.00	Wells, Michelle and Andrew	Utility Refunds: 0000007171-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5658	9/25/2019	213.67	Wenger, Charlotte	Utility Refunds: 0026022500-01
Ad Hoc Payment	Check	5659	9/25/2019	76.91	Zellmer, Carol	Utility Refunds: 0005015600-02
Supplier Payment	Check	5660	9/25/2019	71.27	Action Technology Systems	
Supplier Payment	Check	5661	9/25/2019	487.78	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	5662	9/25/2019	546.25	All About Fun Inc.	
Supplier Payment	Check	5663	9/25/2019	15,089.90	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	5664	9/25/2019	51.86	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	5665	9/25/2019	37,778.21	Aronson Security Group	
Supplier Payment	Check	5666	9/25/2019	738.92	Blairco Inc	
Supplier Payment	Check	5667	9/25/2019	5,689.42	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	5668	9/25/2019	56,684.37	CECO Inc	
Supplier Payment	Check	5669	9/25/2019	200.00	Charles Suniga	

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Supplier Payment	Check	5670	9/25/2019	1,084.00	Chicago Title Company of WA	
Supplier Payment	Check	5671	9/25/2019	68.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	5672	9/25/2019	4,864.33	City of Washougal	
Supplier Payment	Check	5673	9/25/2019	109.27	Clark Public Utility District No. 1	
Supplier Payment	Check	5674	9/25/2019	1,007.47	Clark Public Utility District No. 1	
Supplier Payment	Check	5675	9/25/2019	111.77	Clark Public Utility District No. 1	
Supplier Payment	Check	5676	9/25/2019	300.00	Columbia Legal Advocates P.C.	
Supplier Payment	Check	5677	9/25/2019	25,633.85	Columbia Resource Company	
Supplier Payment	Check	5678	9/25/2019	88.32	Comcast - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5679	9/25/2019	278.32	Corporate Translation Services Inc	
Supplier Payment	Check	5680	9/25/2019	10,140.42	CSC Cybertek Corporation	
Supplier Payment	Check	5681	9/25/2019	235.16	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	5682	9/25/2019	105,060.12	Del Sol Inc	
Supplier Payment	Check	5683	9/25/2019	2,517.70	DLT Solutions LLC	
Supplier Payment	Check	5684	9/25/2019	3,585.80	Eagle Newspaper Inc	
Supplier Payment	Check	5685	9/25/2019	586.25	Economic Consultants Oregon Ltd	
Supplier Payment	Check	5686	9/25/2019	80.22	Eric Atwell	
Supplier Payment	Check	5687	9/25/2019	56.35	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	5688	9/25/2019	40.69	Frontier Communications	
Supplier Payment	Check	5689	9/25/2019	1,669.87	Gallagher Bassett Services Inc	
Supplier Payment	Check	5690	9/25/2019	2,523.28	George Elevator Service LLC	
Supplier Payment	Check	5691	9/25/2019	440.00	H&H Wood Recyclers	
Supplier Payment	Check	5692	9/25/2019	2,002.50	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	5693	9/25/2019	6,748.90	Houlihan Law PC	
Supplier Payment	Check	5694	9/25/2019	1,755.22	Interior Office Solutions	
Supplier Payment	Check	5695	9/25/2019	1,570.00	Invintus Media Inc	
Supplier Payment	Check	5696	9/25/2019	579.97	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	5697	9/25/2019	3,750.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	5698	9/25/2019	950.00	Jensen Hughes Inc	
Supplier Payment	Check	5699	9/25/2019	2,405.00	KJ Braudaway	
Supplier Payment	Check	5700	9/25/2019	22.12	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	5701	9/25/2019	13,606.31	Lakeside Industries Inc - Remit-To: Lakeside - Issaquah	
Supplier Payment	Check	5702	9/25/2019	200.00	Lee Nicholas	
Supplier Payment	Check	5703	9/25/2019	171.00	Maria Tunno	
Supplier Payment	Check	5704	9/25/2019	298.10	Mark IV Enterprises Inc	
Supplier Payment	Check	5705	9/25/2019	350.00	MRM Law Group, PLLC	
Supplier Payment	Check	5706	9/25/2019	1,821.12	North Side Electric Inc	
Supplier Payment	Check	5707	9/25/2019	145.60	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	5708	9/25/2019	1,806.00	Otak Inc	
Supplier Payment	Check	5709	9/25/2019	24,536.33	Pacific Apex Construction LLC	
Supplier Payment	Check	5710	9/25/2019	45.00	Parkeon	
Supplier Payment	Check	5711	9/25/2019	173,670.20	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	5712	9/25/2019	378.07	Pitney Bowes Inc	
Supplier Payment	Check	5713	9/25/2019	1,299.51	PPC Solutions Inc	
Supplier Payment	Check	5714	9/25/2019	809.86	Praxair Distribution Inc	
Supplier Payment	Check	5715	9/25/2019	1,631.86	RELX Inc. - Remit-To: LexisNexis - Chicago	

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<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5716	9/25/2019	311.65	Rentokil North America Inc	
Supplier Payment	Check	5717	9/25/2019	604.00	Rotschy Inc	
Supplier Payment	Check	5718	9/25/2019	200.00	Sheldon Wong	
Supplier Payment	Check	5719	9/25/2019	16,348.62	Sierra-Cedar Inc - Remit-To: Sierra-Cedar Inc, / Atlanta	
Supplier Payment	Check	5720	9/25/2019	2,719.44	Skilled Stragetgies LLC	
Supplier Payment	Check	5721	9/25/2019	15.49	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	5722	9/25/2019	4,014.65	State of Washington Department of Transportation - Remit-To: WADOT - PO Bcx 47305	
Supplier Payment	Check	5723	9/25/2019	74.15	Stericycle Inc	
Supplier Payment	Check	5724	9/25/2019	10,266.99	Sympro Inc	
Supplier Payment	Check	5725	9/25/2019	721.78	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	Check	5726	9/25/2019	1,851.46	Towing & Recovering Services Inc	
Supplier Payment	Check	5727	9/25/2019	28,195.72	Traffic Safety Supply Co nc	
Supplier Payment	Check	5728	9/25/2019	633.71	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	5729	9/25/2019	6,000.00	Trauma Intervention Programs	
Supplier Payment	Check	5730	9/25/2019	545.39	Triple J Enterprises	
Supplier Payment	Check	5731	9/25/2019	40.41	United Parcel Service	
Supplier Payment	Check	5732	9/25/2019	91.62	United States Dosimetry Technology Inc	
Supplier Payment	Check	5733	9/25/2019	4,387.58	Univar USA Inc	
Supplier Payment	Check	5734	9/25/2019	758.80	US Water Services Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	5735	9/25/2019	469.50	Vancouver Aire LLC	
Supplier Payment	Check	5736	9/25/2019	4,806.00	Vancouver Slow Pitch Ump res Association - Remit-To: VSPUA - Vancouver	
Supplier Payment	Check	5737	9/25/2019	8,526.00	Wallis Engineering PLLC	
Supplier Payment	Check	5738	9/25/2019	1,610.67	Walter E Nelson Company	
Supplier Payment	Check	5739	9/25/2019	2,300.00	Wapiti Aerial Services Inc	
Supplier Payment	Check	5740	9/25/2019	4,403.17	Wapiti NW LLC	
Supplier Payment	Check	5741	9/25/2019	236.81	Waste Connections of Washington	
Supplier Payment	Check	5742	9/25/2019	1,878.45	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	5743	9/25/2019	1,849.21	Western Systems Inc	
Supplier Payment	Check	5744	9/25/2019	100.00	Willis of Seattle Inc - Remit-To: Willis - Pasadena	
Supplier Payment	Check	5745	9/25/2019	55.00	Xpress Legal Support LLC - Remit-To: Xpress Legal - Vancouver	
Supplier Payment	Check	5746	9/25/2019	259.89	YOLO Washington LLC	
Supplier Payment	Check	5747	9/25/2019	763.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	5748	9/25/2019	1,005.16	Broadway Investors LLC	
Supplier Payment	Check	5749	9/25/2019	9,500.77	Brown & Wilson Partnership LLC	
Supplier Payment	Check	5750	9/25/2019	40.01	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	5751	9/25/2019	495,568.17	Clark Public Utility District No. 1	
Supplier Payment	Check	5752	9/25/2019	243.52	Comcast - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5753	9/25/2019	113.27	Comcast - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5754	9/25/2019	118.27	Comcast - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5755	9/25/2019	8,236.87	Esther Short Commons LLP	
Supplier Payment	Check	5756	9/25/2019	500.00	Nagra & Atwal Corporation	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5757	9/25/2019	4,278.32	National Park Service	
Supplier Payment	Check	5758	9/25/2019	62,006.97	Northend Truck Equipment Inc	
Supplier Payment	Check	5759	9/25/2019	708.71	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	5760	9/25/2019	72.00	Rotschy Inc	
Supplier Payment	Check	5761	9/25/2019	13.45	United Parcel Service	
			SUBTOTAL	8,801,419.04		
Hansen			9/24/2019	2,967.27	City Payments	Posted 9-17-19 thru 9-23-19
Hansen			10/1/2019	55,881.63	City Payments	Posted 9-24-19 thru 9-30-19
			SUBTOTAL	58,848.90		
VISA			9/24/2019	868.31	Miscellaneous	Parks Class Refunds - FCC 9-17-19 thru 9-23-19
VISA			9/24/2019	733.46	Miscellaneous	Parks Class Refunds - MCC 9-17-19 thru 9-23-19
VISA			9/24/2019	-	Miscellaneous	Parks Class Refunds - Special Events 9-17-19 thru 9-23-19
VISA			9/23/2019	-	Miscellaneous	Parks Class Refunds - WREC 9-17-19 thru 9-23-19
VISA			10/1/2019	1,296.00	Miscellaneous	Parks Class Refunds - FCC 9-24-19 thru 9-30-19
VISA			10/1/2019	1,533.28	Miscellaneous	Parks Class Refunds - MCC 9-24-19 thru 9-30-19
VISA			10/1/2019	-	Miscellaneous	Parks Class Refunds - Special Events 9-24-19 thru 9-30-19
VISA			10/1/2019	578.40	Miscellaneous	Parks Class Refunds - WREC 9-24-19 thru 9-30-19
			SUBTOTAL	5,009.45		
			TOTAL	8,865,277.39		

**City of Vancouver
Payroll Council Report**

[illegible]

\$ 3,024,744.22



Staff Report 136-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council approved Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On November 20, 2017, City Council approved Ordinance M-4221 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On May 14, 2018, City Council approved Ordinance M-4230 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On November 5, 2018, City Council approved Ordinance M-4243 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- On April 15, 2019, City Council approved Ordinance M-4266 continuing the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Staff has initiated a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted four subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, and April 2019. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 228-acre Heights District. Over the last nearly two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that meets monthly and helps guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

Over the last several months, the project team has continued to refine the redevelopment plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the redevelopment area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan will be released in October 2019, in advance of planned

workshops with the Planning Commission and the City Council, and eventual public hearings for adoption of a final plan. A draft environmental impact statement will be released on a similar timeline, which provides an analysis of environmental impacts and outlines mitigation measures. Implementation steps, including the adoption of development regulations required to implement the vision established by the plan, will be developed early next year.

Continuation of the moratorium allows staff the time to complete the subarea planning process for the area that is currently underway and is anticipated to be completed by the end of 2019. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan. This is intended to be the final extension of the development moratorium.

Advantage(s)

1. Allows the City time to develop a subarea plan for the Tower Mall area; amendments to Title 20; and conduct the required environmental review process.
2. Allows time for a public process to participate in the subarea plan development and review on and comment on any proposed changes to land use regulations and environmental review.
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.

Budget Impact

None.

Prior Council Review

1. June 5, 2017, Adoption of moratorium
2. July 10, 2017, First reading, Review of moratorium ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017, Public Hearing, Approval of moratorium with additional findings of fact
4. Nov. 13, 2017, First reading, Review of ordinance to continue moratorium
5. Nov. 20, 2017, Approval of ordinance to continue moratorium
6. May 7, 2018, First reading, Review of ordinance to continue moratorium
7. May 14, 2018, Approval of ordinance to continue moratorium
8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Approval of ordinance to continue moratorium
10. April 8, 2019, First reading, Review of ordinance to continue moratorium
11. April 15, 2019, Approval of ordinance to continue moratorium
12. Sept. 23, 2019, First reading, Review of ordinance to continue moratorium

Action Requested

On October 7, 2019, subject to second reading and public hearing, approve the ordinance.

Rebecca Kennedy, Long Range Planning Manager, 487-7896

ATTACHMENTS:

- ▣ Ordinance

09/23/19
10/07/19

ORDINANCE NO. _____

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City is developing a subarea plan for the Heights District, which is identified in the 2011-2030 Comprehensive Plan. The Tower Mall area is within the Heights District and is bordered by East Mill Plain Blvd. on the north, North Devine Rd. on the east, and MacArthur Blvd. on the west and is depicted on the map attached hereto as Exhibit A; and

WHEREAS, the City Council finds that in order to preserve the ability to prepare a subarea plan, that includes the Tower Mall area, with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until a subarea plan is developed; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area that will be defined by the subarea plan; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Tower Mall area without the implementation of a subarea plan; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to research and develop a subarea plan for the area, implement additional new regulation elements, and amend existing zoning ordinances if necessary.

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of the new subarea plan without jeopardizing any possible land use options that may be precluded by unrestricted development.

WHEREAS, the City Council believes that the continuation of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties in Tower Mall area;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby continues the temporary moratorium on the acceptance, processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on June 5, 2017, which was the date of the enactment of the initial moratorium ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

Section 5. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

SUMMARY

ORDINANCE NO. M-4266

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new or the expansion of existing structures and subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM





TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT b. Adoption of Draft Charter for Task Force on Council Representation

ATTACHMENTS:

- ▢ Statement of Qualifications
- ▢ Community Task Force Memo
- ▢ Community Task Force Draft Charter



Phone (360) 975-9466

E-mail jeff@exigyconsulting.com

LinkedIn www.linkedin.com/in/jeffrey-swanson-162b0818

Summary of Skills and Competencies

- Over 20 years of professional experience in Government Administration, Utilities, Consulting, Non-Profit Management, Manufacturing, Logistics, Supply Chain Management, and Industrial Transportation (Marine, Rail, Truck, and Intermodal Facility Operations)
- Experience serving on, working with, and working directly for boards and commissions
- Facilitation, change and conflict management, leadership training and development
- Board/council goal setting, visioning, and strategy development; elected officials training
- Communication strategy, public involvement, and crisis management
- Local/regional government administration, strategy, budgeting, and forecasting
- Federal, state, and local/regional government affairs; grant writing and administration
- Organizational effectiveness and process improvement leadership
- Community vision and place-making, stakeholder engagement, collaboration, inclusion, and working with underserved communities
- Economic Development, planning, land use, site selection
- Academic research and analysis, graduate and undergraduate instruction
- Capital program and project management/delivery, financial and budget strategy

Examples of Projects and Services

Studies and Policy/Technical Leadership on Projects:

- Port of Portland/Portland Business Alliance/Brookings Institution Westside Freight Access and Logistics Study with DKS Associates
https://popcdn.azureedge.net/pdfs/Trade_Trans_Studies_Westside_Freight_Access.pdf
- Economic Linkages from Marine Industrial Businesses for Portland Business Alliance Value of Jobs Initiative (see https://workingwaterfrontportland.org/report_pba_1/ and https://portlandalliance.com/assets/cta_items/pdf/2013-Trade-Harbor-study-FINAL-web.pdf)
- Intercept Studies and Analysis for Portland Harbor Fish Consumption Study with The Brattle Group
(https://brattlefiles.blob.core.windows.net/files/6377_fish_consumption_in_portland_harbor_sunding_buck_oct_23_2012.pdf)

- Policy and Technical Leadership for Portland Harbor Cleanup Cost Benefit Analysis with The Brattle Group (<https://www.bizjournals.com/portland/news/2012/02/07/study-superfund-costs-could-reach-2b.html>)
- Policy and Technical Leadership for Employment Land Studies:
 - Portland Metro Region Value of Jobs Employment Land Readiness Study (<https://portlandalliance.com/2012landreport/>; see also https://portlandalliance.com/assets/cta_items/pdf/Phase2-VOJ-version-summary.pdf)
 - Clark County Land for Jobs Studies (<http://www.credc.org/land-for-jobs>)

Major Public Project/Policy Work:

- City of Portland Economic Opportunities Analysis and Comprehensive Plan representing private sector industries in the Portland Harbor
- Portland Harbor Superfund Project representing private sector industries in the Portland Harbor
- Sellwood Bridge Replacement Project representing the Portland Business Alliance
- Columbia River Crossing Project representing Portland Freight Committee and Schnitzer Steel

Management Services:

- City of La Center, WA Contract Community and Economic Development Director (2018-present)
- Executive Director, Portland Working Waterfront Coalition (2012-2013)

Professional Experience

Managing Director, EXIGY LLC, 2018 – Present

City Manager, City of Battle Ground, Washington, 2016 – 2018

Director of Economic Development, Clark County, Washington, 2013 – 2016

Consultant/Contractor (Self-Employed), 2012 – 2014

Adjunct Faculty, Portland State University, 2011 – 2012

Regional Logistics Manager, Schnitzer Steel Industries, Portland, Oregon, 2006 – 2012

General Manager, Sherman Bros. Trucking, Harrisburg, Oregon, 1998 – 2006

Education

Ph.D (ABD status), Systems Science, Portland State University, Portland, OR

- Dissertation topic: “Predictive Factors of Us Median Income Change – Using Reconstructability Analysis to Examine US Census Data”
- Doctoral Fields:
 - Macroeconomics and Forecasting
 - Microeconomics, Behavioral Economics, and Microeconometrics
 - Development Economics, Urban and Regional Economics
 - Systems and Complexity Theory

MS, Systems Science, Portland State University, Portland, OR

MS, Economics, Portland State University, Portland, OR

Graduate Cert., Computer Modeling and Simulation, Portland State University, Portland, OR

Graduate Cert., Environmental/Resource Economics, Portland State University, Portland, OR

BS, Economics, Portland State University, Portland, OR



DATE: October 1, 2019

TO: Anne McEnerny-Ogle, Mayor
City Council

FROM: Eric J. Holmes, City Manager

RE: Community Task Force on Council Representation

At the September 23, 2019 meeting, the Council confirmed a desire to establish a task force to explore and develop recommendations regarding improved community representation on the city council. The Council also confirmed individual nomination as the method of selection of the Task Force. Under this approach, each individual Councilmember will nominate the person of their choice to serve on the task force, and the full slate of seven members will be confirmed by the City Council.

Selection

Because this is a more expedient process for selecting a task force than the traditional process of advertising and interview by council committee, the Councilmembers can provide their nominees to staff by October 7, which would facilitate formal confirmation of the task force membership by the full Council on October 14.

The City Council did not establish specific parameters for eligibility to serve on this task force. Therefore, there are no limiting variables as to who individual councilmembers can nominate, and there is a presumption of deference to individual Councilmember's discretion in their nominations. In the event that two councilmembers nominate the same individual, the duplication would be identified at least one week ahead of the intended Council appointment of the task force, allowing the involved councilmembers to resolve the issue.

Staff will notify the nominees of the planned confirmation date and time generally concurrent with publication of the council agenda that includes the confirmation.

Charter, Work Program & Resources

Once empaneled, city staff will work with the task force members to schedule their initial meeting. Meetings of the task force would be conducted consistent with the task force charter, planned for adoption by the City Council on October 7. A draft charter including a general work program for the task force is attached for Council's consideration.

Successfully supporting the effort of this task force is a substantial body of work. In alignment with this, the City Manager's office has arranged for adjunct staff support and project management capacity to be provided by Jeff Swanson, Principal of Exigy Consulting. Mr. Swanson has served in a variety of public and private sector leadership roles over the last decade, including work in the Clark County Administrator's office Clark County through their home rule transition and as City Manager for City of Battle Ground. A copy of Mr. Swanson's qualifications is attached for Council's reference.

Attachments:

- Draft Task Force Charter and Work Program
- Statement of Qualifications of Jeff Swanson, Principal, Exigy Consulting



Community Task Force on Council Representation

DRAFT Charter

October 7, 2019

In the Spring of 2019, the Charter Review Commission recommended that the City Council consider submitting to voters an amendment to the City Charter establishing the nomination of councilmembers by district. This recommendation prompted a larger discussion among the City Council and community about the representative composition of the City Council and how it could become more representative in the future. To explore this issue in detail, the Council determined to create the Community Task Force on Council Representation.

Purpose: The purpose of the task force is to identify, develop and recommend practical strategies and policies, including council nomination by district, that supports elected representation on the City Council that more closely reflects the Vancouver community.

Membership and structure: Seven members, each nominated by one member of the current City Council, all affirmed by the Council as a whole. Individuals appointed by the Council will be the sole participants on the task force; no provision will be made for alternates, surrogates or proxies. To assure a deliberative environment that welcomes equally a broad range of perspectives, the Task Force will not have officers (chair, vice chair, etc.), but will rely on a neutral facilitator.

Meetings: Task Force meetings will be open to the public, audio recorded but not televised. Meeting structure and ground rules will be determined by the Task Force in consultation with the facilitator. The task force is encouraged to hold meetings at times and locations that maximize the ability for attendance by interested residents. At least 3 meetings will be held in locations throughout the city that afford improved access for citizens in different geographic areas of the City. Such meetings will also include provision for public comment.

Community engagement: the City will conduct a community engagement effort concurrent with and complimentary to the work of the task Force, the results of which will be provided to the task Force for their consideration in formulating a recommendation.

Resources provided: The City will provide specialized expertise needed to support work of the Committee:

- Facilitator
- Districting expert
- public involvement firm

- Technical staff and expertise to assist with mapping, data and demographic analysis, research, etc.

Work Program: The work program of the task force is generally anticipated to reflect the following:

October 14	Council Appoints Task Force
November 18, 2019- June 2020	13 Task Force meetings (1 per month in Nov., Dec., June, 2 per month January- May)
April	Council workshop – progress update
April- June 2020	Public feedback
June 2020	Task force finalizes recommendation(s)
July 6, 2020	Council workshop on Task Force Recommendations
July 20, 2020	Council action on Task Force Recommendations
August 4, 2020	Materials due to County for general election
November 3, 2020	General Election



Item #

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/7/2019

SUBJECT a. Solid Waste Advisory Commission Appointment

Key Points

Rich McConaghy, Vancouver's Solid Waste Manager, is the Council's appointed representative on the Clark County Solid Waste Advisory Commission (SWAC). Mr. McConaghy's term on the SWAC has expired and requires confirmation from the Council to be considered for reappointment to the position.

Action Requested

Nominate Rich McConaghy to serve as Vancouver's representative on the Clark County Solid Waste Advisory Commission (SWAC).