**Instructions**

Please supply requested information in the blue-shaded areas and indicate any attachments that have been included. Where appropriate, supporting documentation may be referenced by specific page and/or paragraph number(s).

**If any of this response contains confidential information, as defined by IC 5-14-3, provide a separate redacted (for public release) version of this document. Specify which statutory exception of APRA applies and provide a description explaining the manner in which the statutory exception to the APRA applies.**

**Respondent Name: SHI International**

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| **Clarification Question – From Oral Presentation** | **Respondent Response** | |
| Do you have the ability to integrate your online ordering system with our eProcurement system, PeopleSoft? For example, could we punch into your system and pick up a quote and then finish the requisition and PO in our system? Please provide supporting details. | Yes, we can integrate with PeopleSoft. The SHI Indiana Inside Sales Team can publish quotes to the website. Users can punch into SHI.com to retrieve the quote and build a shopping cart. Upon checkout, SHI will send the shopping cart details back into Peoplesoft. | |
| Is your online ordering system capable of managing returns? Please provide supporting details. | Yes, although, our online ordering system has limited capabilities in regard to Software returns.  SHI’s return policy is customer-centered and simple: The State can start the return process through the “Request Return Authorization Number” section on the SHI.com website, or contact your dedicated sales team, via email, or phone. Your Inside Account Manager will then provide you with a return authorization (RMA) number. Once the return has been fully processed, SHI will credit the invoice.  Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher.    At any point, if the State encounter issues with their returns the SHI Account Team is accessible and eager to help! | |
| Please describe the security measures in place for your online ordering application and platform. | SHI has implemented appropriate security measures to protect your personal information, both online and offline. All-access to the Website is, by default, encrypted and protected. SHI supports TLS 1.1 and TLS 1.2 encryption and recommends the use of TLS 1.2 encryption.  All personal information is stored in database servers that cannot route traffic outside our internal network and have no access to the public Internet. Physical access to our servers is restricted; the servers are located in a data center that is only accessible to designated IT staff and is properly locked and off-limits to visitors.  All user passwords are stored using a one-way hash function. We can't see what these passwords are; we can only verify that the hash value of what the user has entered matches the stored value.  For additional information pertaining to SHI's Privacy Statement, please review [SHI's Privacy Statement](https://www.shi.com/CustomerServices/SHIInfo.aspx?ContentId=22) . This Policy Statement is intended to help our customers understand and manage how we collect and safeguard their personal information. | |
| Are you able to integrate with our Tableau to pull data from your system for reporting? | As of today SHI does not have integrations specifically with Tableau, however, we can provide Excel or CSV reports which can be imported into that tool. We also have customer facing APIs that the State can use to pull the data. SHI can also build a push of data into Tableau via cXML or API, but would need to work with the engineers to build that integration if the State wants to visit this option. | |
| What measures will you take to obtain and incorporate agency-specific security language into the publisher agreements and ensure the software products meet agency security requirements? | SHI understands that sometimes customers determine it is critical to include certain language, such as agency-specific security language, in a publisher agreement. Under certain circumstances, SHI has both the ability and the willingness to require publishers to agree to specific terms and conditions as a prerequisite to selling under a contract that we administer. SHI has been providing this type of service to customers for over five years. In fact, we have been proactively educating customers on best practices, and helping to establish processes to ensure that the customers’ required terms govern. It is important to note that such an approach comes with trade-offs, and we believe it is our responsibility as a partner to the State of Indiana to articulate those possibilities.  Without a doubt, SHI’s process for onboarding new publishers and products ensures that the State of Indiana will be protected and, to the best of our ability, satisfied. SHI has the ability to either affirm that a publisher complies with required security language or stop the sale. What we cannot guarantee is that all publishers will agree, so therefore some transactions will be slowed or stopped entirely. SHI will not knowingly process an order that hasn’t met all required parameters.  Our standard process for onboarding new publishers/products is to contact the publisher or distributor of the product to inquire about authorization to sell that product, ensuring cost and operational processes are reasonable and verifiable in order to guarantee compliance. This process generally takes less than 24 hours.  In the specific case of this contract – if we are asked to incorporate agency-specific security language into the agreement – we will follow an applicable process that adheres to those parameters specifically; this will likely slow down the process, with total time depending on the complexity of the security language to be added.  At this point in our response, we must make clear a vital point. The process we are describing is the only method to fulfill the requirements of this contract honestly and meaningfully: **No reseller has the authority to alter or waive rights or negate (null) publisher’s terms of use for any customer.** Resellers simply do not have the legal right to accept terms on behalf of either a publisher or a customer; any reseller who agrees to a request to incorporate terms without embarking on a process like we are describing is doing the State a disservice, as your security requirements would not truly be upheld.  So, if agency-specific security terms become part of this contract, in order to remain compliant with contract parameters, SHI will try to contact each applicable individual publisher who wishes to transact (and with whom Indiana agencies wish to engage), making visible and clear all of the applicable security terms to that publisher, and obtaining concurrence. In most cases, we find that the purchasing entity’s terms conflict with the publisher use terms, which consequently makes the process unique every time, as non-standard agreements must be reviewed by publisher’s legal team.  If the publisher does not accept the terms of the customer’s contract fully, SHI will clearly communicate that to the entity (end user), as we cannot (and not in good faith) negotiate these terms on behalf of our customers. At that point, the end user must decide to enter into negotiations with the publisher or choose not to purchase from that publisher/those products.  **To be clear, SHI’s responsibility is to initiate and facilitate open and honest discussions about agency-specific security terms with the publisher. We cannot agree to terms on behalf of publisher nor customer.**  Because of the legal ramifications of this kind of communication, the timeline is never the same, nor is it necessarily predictable. The outcome of contract negotiations of this kind is based upon publisher protocol and customer parameters. **No reseller can un-burden a purchasing entity from the use terms of publishers except that publisher.** While the process we describe can feel frustrating and time-consuming, it is one that is tried and true. We are confident that SHI can make it work well for the State of Indiana if this is the path you choose to take.  So how can we help Indiana agencies to secure desired publishers/products, and with your critical security terms included? SHI will collaborate with the State or with individual agencies, as appropriate, to construct a EULA rider—an agreement that contains all necessary and appropriate customer terms, intended to be executed with publishers. This will ensure their adherence to the terms and conditions mandated by the State or specific agency for security measures. The EULA rider flows down all of the relevant contract terms to the publisher for concurrence. SHI commits to beginning to engage the publisher with these terms within 24 hours of receiving the request from the end user. The State or agency may choose to give SHI one or two “fall back positions” that we can relay to the publisher once we receive redlines from the publisher’s legal team.  If SHI is successful in getting concurrence with the terms, then we will swiftly obtain signature on the EULA Rider and share that with the State or individual agency for their records. In many cases, publishers will not agree to all of the terms, in which case SHI will facilitate reducing the number of redlines as much as possible and submit them to the State or individual agency for final negotiations. Should the State fail to reach an agreement with the publisher, SHI will note that we are unable to sell that publisher’s products under this contract.  Because this is a legal negotiation, not a transactional one, we are not able to pinpoint a timeframe that accommodates all publishers’ workflows. In addition, the complexity and scope of work this process requires also means that SHI must add additional team members with specific contract/legal skills, so that SHI can act as a faithful liaison to each agency throughout this process. Please note that this is a very resource-intensive process for SHI. While we are not modifying our pricing offer to reflect the extra personnel and time required to partner with the State in this way, we would respectfully request the opportunity to conduct a periodic review with the State to ensure that the process is working well and not overly burdensome or restrictive to either the State or SHI, and adjust expectations if needed.  Next, as it relates to SaaS publishers – many have specific terms, documents, or access agreements that they require in order to transact business. Many of these publishers will not even entertain different terms. SHI will not sign publisher agreements on behalf of any purchasing entity. In cases that require customized terms and conditions, the purchasing entity must choose whether they want to simply agree to the publisher terms, enter into negotiations, or not purchase the product. Whatever terms are agreed between the publisher and the purchasing entity will be the terms that govern that purchase. SHI will not be subject to different terms based on this contract.  SHI will always work for the best interest of the State of Indiana, and each agency. We urge the State to be cautious of other resellers who do not follow a process similar to the one we’ve just described; they are putting the State at risk by attempting to reassure the State that publishers will be governed by the customer’s terms. Publishers will always assert that their use terms are what governs a contract.  In short, SHI is committed to proactively protecting the State of Indiana – with your security measures and otherwise – and we look forward to implementing a process that will best serve your needs. | |