SUBJECT: PIGGYBACK CITY OF MESA, AZ CONTRACT #2018011, INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

BID #: PSC-0265-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 28, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: LIBRARY

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback City of Mesa, Arizona contract #2018011, Information Technology Solutions and Services with SHI International Corporation for the purchase of 42 self-check unit. Period of service is from date of contract execution through February 28, 2023 with two (2) one (1) year renewal options. Total estimated expenditure amount for the initial year is $258,230.00.

Funding Source: 00111.185102.564020.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order

Attachments: Recommendation Memo, Vendor Quote and Contract

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Chuck McNeil, Assistant Director of Finance and Administration, Jacksonville Public Library

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JACKSONVILLE
PUBLIC LIBRARY

Jacksonville Public Library
Support Services Department
3435 University Blvd. North
Jacksonville, Florida 32277

August 6, 2020

MEMORANDUM

TO: Greg Pease
Chief of Procurement

FROM: Lynnea Jacobson
Systems and Technology Manager

CC: Tim Rogers
Library Director

Gretchen Mitchell
Deputy Director for Support Services

Chuck McNeil
Assistant Director Finance & Administrative Services

SUBJECT: Request to Piggyback City of Mesa, AZ Contract Information & Technology Solutions 2018011-02

Jacksonville Public Library requests to piggyback on the city of Mesa, AZ contract for Information & Technology Solutions for self-check equipment from the vendor listed below. The library is seeking to purchase 42 selfcheck units with the cost spread over five years.

SHI International Corp.

This contract is a national cooperative contract for the scope of services required by JPL between the State of Florida and the vendor based upon a city of Mesa, AZ contract. The contract was competitively procured by the City of Mesa, AZ as contract award number 201811-02 on September 20, 2017. The agreement is effective March 1, 2018 and expires February 28, 2023.

Included is Exhibit A which is a Scope of Goods, Services and Deliverables. Also included is Exhibit B pricing information from SHI International Corp. A full copy of the original contract is also included.

If you have questions or need additional information regarding this request, please contact Lynn Jacobson, Systems and Technology Manager at 255-6025.

Leslie-Burney, Annette

From: Jacobson, Lynn
Sent: Monday, August 24, 2020 5:12 PM
To: Leslie-Burney, Annette; McNeil, Chuck
Subject: RE: Risk Management Reviewed Piggyback Contract - Self Check Machines PLPL-500338-20

Annette the charge account is 564020. The funding amount is $258,230.

Lynn

Lynn Jacobson
Systems and Technology Manager
Jacksonville Public Library
3435 University Blvd N
Jacksonville, FL 32277
O: 904-255-6025
C: 904-338-4385

From: Leslie-Burney, Annette
Sent: Monday, August 24, 2020 5:08 PM
To: McNeil, Chuck <CMcNeil@coj.net>; Jacobson, Lynn <Jacobson@coj.net>
Subject: RE: Risk Management Reviewed Piggyback Contract - Self Check Machines PLPL-500338-20

Chuck/Lynn:
The memo doesn't include the funding amount or the charge account. You can reply to this email with this information.

Thank you,

Annette L. Burney
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Ph.: 904-255-8810
Fax: 904-360-8527
Email: aburney@coj.net

CITY OF JACKSONVILLE

*** **Privacy Act:** This communication may contain privileged or other official city information. If you are not the intended recipient or believe that you have received this communication in error, please reply to the sender indicating

Leslie-Burney, Annette

From: McNeil, Chuck
Sent: Thursday, August 20, 2020 12:33 PM
To: Leslie-Burney, Annette
Cc: Jacobson, Lynn
Subject: FW: Risk Management Reviewed Piggyback Contract - Self Check Machines PLPL-500338-20
Attachments: Risk Review Form - Public Library (Piggyback for Self-Check Machines).pdf; PLPL-500338-20 Self-Check Machines.pdf; 2 Signed Request to Piggyback Contract 2018011-02 City of Mesa AZ.pdf; 3 2018011_Amendment_3 _-_AWS_Terms__Conditions__IT_Educational_Furniture.pdf; 4 2018011-02 _SHI_MAD_redacted.pdf; 5 Amendment_1_-_SHI_Federal_Certifications.pdf; 1 Self-Check Machines $258,230 Request.pdf; SHI_Updated_Pricing.pdf; Request_to_Add_a_Subcontractor.pdf; SHI_International_Executive_Summary.pdf; RM APPROVED INDEM. INS. REQ & Provisions FOR Self Check Machines.docx; RM APPROVED INDEM. INS. REQ & Provisions FOR Self Check Machines.pdf

Hi Annette,

Is there anything else needed from us to proceed?

Thanks

Chuck McNeil, Assistant Director
Finance & Administrative Services
Jacksonville Public Library
303 Laura St. N. 32202
O: (904) 255-6121
E: cmcneil@coj.net
www.jaxpubliclibrary.org

From: Verdejo Magras, Wanda
Sent: Thursday, August 20, 2020 11:49 AM
To: McNeil, Chuck <CMcNeil@coj.net>; Jacobson, Lynn <Jacobson@coj.net>
Subject: FW: Risk Management Reviewed Piggyback Contract - Self Check Machines

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

Risk Management accepts the insurance requirements on the Messa, AZ piggyback for SHI Self Check Machines with one added request to attach the City of Jacksonville Indemnification, Insurance Requirements & Provesions to the contract. (see attach)

Summary: attach the Indemnification, Insurance Requirements & Provesions to the contract.

Risk Management has concluded your request unless further assistance is required. Any further questions please feel free to contact me.

Note: All emails need to be sent to Wverdejo@coj.net & RiskReview@coj.net

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : **904-255-5316**
Email : *wverdejo@coj.net*

Jacksonville
Where Florida Begins.

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From: McNeil, Chuck
Sent: Wednesday, August 19, 2020 5:08 PM
To: RiskReview
Subject: Risk Management Review for Piggyback Contract - Self Check Machines

Attached is a request for services to review a piggyback contract with the City of Mesa, Arizona to purchase 42 self-check machines for the Public Library.

If you have questions or need assistance please contact me or Lynn Jacobson at 255-6025.

Thanks

Chuck McNeil, Assistant Director
Finance & Administrative Services
Jacksonville Public Library
303 Laura St. N. 32202
O: (904) 255-6121
E: cmcneil@coj.net
www.jaxpubliclibrary.org

Attachment

INDEMNIFICATION

APPLICANT shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its obligation under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Attachment
Insurance Requirements

Without limiting its liability under this Contract, Vendor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Certificates of Insurance. Vendor shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Vendor's Insurance Primary. The insurance provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Vendor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

G. Vendor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Vendor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Vendor shall relieve Vendor of Vendor's full responsibility to provide insurance as required under this Contract.

I. Notice. The Vendor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Vendor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, Contractor shall present this Contract and insurance requirements attachments to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Contractor.

NATIONAL IPA™

EXPERIENCED • FOCUSED • TRUSTED

Information Technology Solutions & Services
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11

Awarded to: shi™

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 "NATIONAL CONTRACT REQUIREMENTS:

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech Networks
- Hypertech Direct
- Office Depot
- PCMG
- POP, Inc.
- SHI International
- World Wide Technology, Inc.
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with SHI International and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and SHI International Corp. successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A wide variety of technology solutions broken down by category including but not limited to systems, input/output devices, memory, storage devices, network equipment, software, media supplies, collaboration & IP telephony, and other related products & services.

SHI is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). Certified by the New York & New Jersey Minority Supplier Development Council (NY/NJ MSDC) and recognized by the 22 other regional affiliates of the NMSDC.

Term:

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025

Pricing/Discount:

SHI offers a discount percentage based on SHI Advertised Price list by category. Refer to pricing document for complete details. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users.

National IPA Web Landing Pages:

www.nationalipa.org/Vendors/Pages/SHI.aspx

mesa·az
PURCHASING DEPARTMENT

20 E Main St Suite 400
PO Box 1466
Mesa, Arizona 85211-1466

mesaaz.gov

December 17, 2018

Ms. Meghan Flisakowski
SHI International Corp.
290 Davidson Ave
Somerset, NJ 08873
Fax: 732-652-6599
Meghan.Flisakowski@shi.com

RE: Request to Add a Subcontractor – SHI Government Solutions

Dear Ms. Meghan Flisakowski,

This letter serves as the City of Mesa's approval pursuant to Exhibit C, Section 2 of the City of Mesa Agreement Number 2018011 (Information Technology Solutions & Services) with SHI International ("Master Agreement") to allow SHI Government Solutions, Inc., a Texas corporation whose address is 1301 South MoPac Expressway, Suite 375, Austin, TX 78746, as an authorized subcontractor under the Master Agreement for the sole purpose of transacting business in the State of Texas This approval is subject to the requirements of Exhibit C, Section 2 of the Master Agreement which requires SHI Government Solutions to comply with all terms and conditions of the Master Agreement. SHI International must ensure that SHI Government Solutions complies with both the Master Agreement and SHI International's Administrative Agreement with National Intergovernmental Purchasing Alliance ("National IPA"). As with any authorized subcontractor under the Master Agreement, SHI Government Solutions will report all sales information related to the Master Agreement to SHI International. SHI International will then, in turn, be responsible for reporting all sales inclusive of SHI Government Solutions' sales to National IPA.

Sincerely,

Matthew Bauer
Procurement Administrator

CC: Nick Grappone
Sarah Vavra
Deborah Bushnell

480 644 2301 (tel)
480 644 2655 (fax)

1.0 Introduction

Jacksonville Public Library ("JPL") is seeking responses to this Request for Quote ("RFQ") from providers that are able to supply to JPL 42 units of a comprehensive, fully integrated self-check system including delivery, installation, integration, customization, system training, documentation and project management. JPL is seeking to gain quotes with regard to proven self-check systems that are in full operational use by other large urban public libraries.

All information submitted in response to this RFQ is subject to the City of Jacksonville and State of Florida Public Records Law of Chapter 119 F.S otherwise known as the Sunshine Law. If you provide any information that you believe is confidential and proprietary, please mark it accordingly, provided that marking such information in itself will not exempt it from the Florida Public Records Law if such information does not fall within any exemptions available under the Public Records Law.

Jacksonville Public Library with 21 locations provides self-checkout services at 17 of our locations. JPL is interested in updating or replacing the existing self-check.

More information about the Jacksonville Public Library, including its history, locations, services, programs, and budget may be found on our website at http://jaxpubliclibrary.org.

2.0 Scope of Work

JPL is seeking a self-check system that fully integrates with the library's integrated library system ("ILS") and computer print management platforms, and allows library customers to fully complete their checkout transactions including charging library material to a customer account in the ILS, paying bills charged to the customer's ILS account, and accepting payments via credit card, cash and coin. Hardware and software of the system must be fully maintained by the vendor with onsite maintenance as needed.

Pricing for all software, installation, training, equipment and annual maintenance must be included. An option to spread the cost of the 42 selfcheck units over five years should also be included.

2.1 Required Specifications

The following specifications are required functionality:

- Ability to check out library material of all formats (books, DVDs, audiobooks, etc) using code 3 of 9 barcodes
- Ability to renew library material, seen or unseen
- Ability to read patron barcodes stored on mobile devices
- Ability for patrons to pay fines via credit card, cash and coins
- ATM-grade-cash and coin accepters must be fully integrated to the selfcheck unit
- Cash and coin accepters must be able to recirculate funds to minimize staff handling of monies.
- Credit card payment system must be fully PCI compliant
- Ability for patrons to view and print account information including items currently checked out
- Ability to print or email check out receipts
- Configurable to prevent items with holds for other patrons from being checked out
- RFID ready
- Ability to require customer security such as a PIN associated with library account in ILS
- Meet ADA guidelines for wheelchair clearance and reach standards
- Integrate with SirsiDynix Symphony integrated library system via SIP2
- Integrate with Pharos print management system via SIP2
- Integrate with Novelist Select to provide reading recommendations
- Ability for patrons to purchase and print copy or access pass for computer access
- Ability for patrons to add funds to Pharos copy/print balance
- Dedicated project manager for installation and configuration of all procured units

Additional Specifications:

- Fully- hosted centralized monitoring and reporting capability for devices across library system including hardware/software status and balance of funds in cash acceptors
- Delivery of units to multiple specified 17 locations
- Onsite installation, configuration and training of all units
- Ongoing, onsite maintenance of all hardware within 48 business hours. Site contact and explanation of exception if this cannot be met
- Ability to spread cost of units over 5 years.

mesa·az

Contract Title: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES
Contract Number: 2018011
Amendment Number: 1
Description of Change: Amendment to incorporate the below "Federal Certifications" document with the Contract.

Effective Date of Change: 8/7/2018

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

SHI INTERNATIONAL CORP.:

Signature

Cassie Skelton
Printed Name

August 10, 2018
Date

City of Mesa:

Signature

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services Department, email=ed.quedens@mesaaz.gov, c=US
Location: City of Mesa
Date: 2018.09.04 07:13:49 -07'00'
Adobe Acrobat version: 2018.009.20050

City Manager Designee

Date

Reviewed by:

Signature

Matt Bauer
Printed Name

9/4/2018
Date

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES CS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CONTRACT AMENDMENT

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

CONTRACT AMENDMENT

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES CS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: SHI International Corp

Address, City, State, and Zip Code: 290 Davidson Avenue, Somerset, NJ 08873

Phone Number: 800-477-6479 Fax Number:

Printed Name and Title of Authorized Representative: Cassie Skelton, Contracts Manager

Email Address:

Signature of Authorized Representative: Date: 8/31/18

Pricing Proposal
Quotation #: 19225836
Created On: 8/3/2020
Valid Until: 8/31/2020

CITY OF JACKSONVILLE

Barbara Gubbin
117 West Duval Street
Suite 375
Jacksonville, FL 32202
United States
Phone: 904-630-1994
Fax:
Email: bgubbin@coj.net

Inside Account Manager

Julian Paredes
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Julian_Paredes@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	PRE-PAID SUPPORT & MAINTENANCE (48 Months) bibliotheca Group GmbH - Part#: SUP000001-000-US Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** Please refer to Lease Document for lease payment of $258,230.00 annually for 5 years.	1	$0.00	$0.00
2	selfCheck 1000 white with coin & note (US) bibliotheca Group GmbH - Part#: SCK600003-001-US Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	42	$0.00	$0.00
3	selfCheck 1000iSelf card pmyt iUC150b (wht) bibliotheca Group GmbH - Part#: SCK600051-001-US Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	42	$0.00	$0.00
4	libraryConnect devices, 1 year subscription, 26-50 devices bibliotheca Group GmbH - Part#: SWR000043-000-US Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$0.00	$0.00
5	SHIPPING AND ADMINISTRATION bibliotheca Group GmbH - Part#: SHP000001-000-US Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal.	1	$0.00	$0.00
			Total	$0.00

Additional Comments

Please refer to Lease Document for lease payment of $258,230 00 annually for 5 years

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Jacksonville

7/31/2020

BUYOUT

I Quote -188471

5 Year

Bob Heimbrock 859-512-8384

ITEM DESCRIPTION	Annual Payment
Bibliotheca Solution	**$258,230.00**

Customer Benefits for Finance and Leasing

• Lower Upfront Costs: Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms: 100% financing with no money down.

• Predictable, Low Monthly or Annual Payments: Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

•Technology Refresh: Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

Acct# 564020

bibliotheca
transforming libraries

bibliotheca

National Pricing Discount

RFP #2018011

For each item listed on the National Pricing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
B. Describe the catalog or index that discounts will be taken.
C. Describe any special manufacturer pricing available to Participating Agencies.
D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.5%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4.5%	SHI's Full Catalog of Systems	%	
		3) Tablets	4.5%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.5%	SHI's Full Catalog of Systems	%	
2)	Group 2 - Input Devices	5) Keyboards	5.0%	SHI's Full Catalog of Input Devices	%	
		6) Mice	5.0%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4.0%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4.0%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4.0%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4.0%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4.0%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4.0%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4.0%	SHI's Full Catalog of Input Devices	%	
3)	Group 3 - Output Devices	16) Displays	4.5%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4.5%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		22) Dot Matrix Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4.5%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4.5%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4.5%	SHI's Full Catalog of Output Devices	%	
		36) Desktop	4.5%	SHI's Full Catalog of Memory	%	
		37) Flash	4.5%	SHI's Full Catalog of Memory	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
5)	Group 5 - Storage Devices	50) Drives Magneto-Optical	4.0%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4.0%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4.0%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4.0%	SHI's Full Catalog of Storage Devices	%	
		54) Hard Disks - Fibre Channel	4.0%	SHI's Full Catalog of Storage Devices	%	
		55) Hard Disks - IDE/ATA/S	4.0%	SHI's Full Catalog of Storage Devices	%	
		56) Hard Disks - Notebook	4.0%	SHI's Full Catalog of Storage Devices	%	
		57) Hard Disks - SCSI	4.0%	SHI's Full Catalog of Storage Devices	%	
		58) Networking Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		59) Optical Drives - CD-ROM	4.0%	SHI's Full Catalog of Storage Devices	%	
		60) Optical Drives - CD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		61) Optical Drives - DVD-CD	4.0%	SHI's Full Catalog of Storage Devices	%	
		62) Optical Drives - DVD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		63) Storage Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		64) Storage - NAS	4.0%	SHI's Full Catalog of Storage Devices	%	
		65) Storage - SAN	4.0%	SHI's Full Catalog of Storage Devices	%	
		66) Tape Autoloaders -AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		67) Tape Autoloaders - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		68) Tape Autoloaders - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		69) Tape Autoloaders - LTO	4.0%	SHI's Full Catalog of Storage Devices	%	
		70) Tape Drives - 4mm	4.0%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4.0%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4.0%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4.0%	SHI's Full Catalog of Storage Devices	%	
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.0%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	5.0%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Swtiches	5.0%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	5.0%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	5.0%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	5.0%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	5.0%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	5.0%	SHI's Full Catalog of Network Equipment	%	
		86) Network Test Equipment	5.0%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	5.0%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	5.0%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transcievers	5.0%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	5.0%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4.5%	SHI's Full Catalog of Software	%	
			4.5%	SHI's Full Catalog of	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
7)	Group 7 - Software	108) Licensing - Handheld	4.5%	SHI's Full Catalog of Software	%	
		109) Licensing - Network OS	4.5%	SHI's Full Catalog of Software	%	
		110) Licensing - OS	4.5%	SHI's Full Catalog of Software	%	
		111) Licensing - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		112) Licensing - Presentation	4.5%	SHI's Full Catalog of Software	%	
		113) Licensing - Reference	4.5%	SHI's Full Catalog of Software	%	
		114) Licensing - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		115) Licensing - Spreadhseet	4.5%	SHI's Full Catalog of Software	%	
		116) Licensing - Utilities	4.5%	SHI's Full Catalog of Software	%	
		117) Licensing - Warranties	4.5%	SHI's Full Catalog of Software	%	
		118) Licensing - Web Development	4.5%	SHI's Full Catalog of Software	%	
		119) Licensing - Word Processing	4.5%	SHI's Full Catalog of Software	%	
		120) Software - Backup	4.5%	SHI's Full Catalog of Software	%	
		121) Software - Barcode / OCR	4.5%	SHI's Full Catalog of Software	%	
		122) Software - Business Application	4.5%	SHI's Full Catalog of Software	%	
		123) Software - CAD/CAM	4.5%	SHI's Full Catalog of Software	%	
		124) Software - Cloning	4.5%	SHI's Full Catalog of Software	%	
		125) Software - Computer Services	4.5%	SHI's Full Catalog of Software	%	
		126) Software - Database	4.5%	SHI's Full Catalog of Software	%	
		127) Software - Development	4.5%	SHI's Full Catalog of Software	%	
		128) Software - Entertainment	4.5%	SHI's Full Catalog of Software	%	
		129) Software - Financial	4.5%	SHI's Full Catalog of Software	%	
		130) Software - Flow Chart	4.5%	SHI's Full Catalog of Software	%	
		131) Software - Graphic Design	4.5%	SHI's Full Catalog of Software	%	
		132) Software - Handheld	4.5%	SHI's Full Catalog of Software	%	
		133) Software - OS	4.5%	SHI's Full Catalog of Software	%	
		134) Software - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4.5%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4.5%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4.5%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4.5%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4.5%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4.5%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4.5%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4.0%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		150) Media - SLR tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4.0%	SHI's Full Catalog of Media Supplies	%	
			4.0%	SHI's Full Catalog of	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
		163) Asset Management	4.0%	SHI's Full Catalog of Other	%	
		164) Cables	4.0%	SHI's Full Catalog of Other	%	
		165) Cables - custom	4.0%	SHI's Full Catalog of Other	%	
		166) Cables - printer	4.0%	SHI's Full Catalog of Other	%	
		167) Complex warranties	4.0%	SHI's Full Catalog of Other	%	
		168) Desktop Accessories	4.0%	SHI's Full Catalog of Other	%	
		169) Display Accessories	4.0%	SHI's Full Catalog of Other	%	
		170) Electronic Services	4.0%	SHI's Full Catalog of Other	%	
		171) Handheld Accessories	4.0%	SHI's Full Catalog of Other	%	
		172) Imaging Accessories	4.0%	SHI's Full Catalog of Other	%	
		173) Imaging - Camcorders	4.0%	SHI's Full Catalog of Other	%	
		174) Imaging - Digital Cameras	4.0%	SHI's Full Catalog of Other	%	
		175) Intrenal Lab Service	4.0%	SHI's Full Catalog of Other	%	
		176) Lab fees	4.0%	SHI's Full Catalog of Other	%	
		177) Managed Services	4.0%	SHI's Full Catalog of Other	%	
		178) Miscellaneous solutions	4.0%	SHI's Full Catalog of Other	%	
		179) Mounting hardware for vehicles	4.0%	SHI's Full Catalog of Other	%	
		180) Networking Warranties	4.0%	SHI's Full Catalog of Other	%	
		181) Notebook Accessories	4.0%	SHI's Full Catalog of Other	%	
		182) Notebook Batteries	4.0%	SHI's Full Catalog of Other	%	
		183) PC Lab order services	4.0%	SHI's Full Catalog of Other	%	
		184) POS Accessories	4.0%	SHI's Full Catalog of Other	%	
		185) POS Displays	4.0%	SHI's Full Catalog of Other	%	
		186) Power Accessories	4.0%	SHI's Full Catalog of Other	%	
		187) Power Surge Protection	4.0%	SHI's Full Catalog of Other	%	
		188) Power UPS	4.0%	SHI's Full Catalog of Other	%	
		189) Server Accessories	4.0%	SHI's Full Catalog of Other	%	
		190) Service Charge	4.0%	SHI's Full Catalog of Other	%	
		191) System Components	4.0%	SHI's Full Catalog of Other	%	
		192) Training Courses	4.0%	SHI's Full Catalog of Other	%	
		193) Training Reference Manuals	4.0%	SHI's Full Catalog of Other	%	
		194) Warranties - Electronic	4.0%	SHI's Full Catalog of Other	%	
		195) iPAD / Tablet Stylus	4.0%	SHI's Full Catalog of Other	%	
		196) Mouse / Wrist Pads	4.0%	SHI's Full Catalog of Other	%	
		197) Security Locks and Hardware	4.0%	SHI's Full Catalog of Other	%	
		198) Tools	4.0%	SHI's Full Catalog of Other	%	
		199) Document Scanner Accessories	4.0%	SHI's Full Catalog of Other	%	
		200) Flatbed Scanners	4.0%	SHI's Full Catalog of Other	%	
		201) Mobile Scanners	4.0%	SHI's Full Catalog of Other	%	
		202) Network Scanners	4.0%	SHI's Full Catalog of Other	%	
		203) Sheetfed Scanners	4.0%	SHI's Full Catalog of Other	%	
		204) Wide Format Scanners	4.0%	SHI's Full Catalog of Other	%	
		205) Workgroup / Department Scanner	4.0%	SHI's Full Catalog of Other	%	
		206) Build to Order Desktops	4.0%	SHI's Full Catalog of Other	%	
		207) Nettop	4.0%	SHI's Full Catalog of Other	%	
		208) Point of Sale	4.0%	SHI's Full Catalog of Other	%	
			4.0%	SHI's Full Catalog of	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
		221) Content Management	4.0%	SHI's Full Catalog of Other	%	
		222) Firewall / VPN Applicances	4.0%	SHI's Full Catalog of Other	%	
		223) Multifunction Security Appliances	4.0%	SHI's Full Catalog of Other	%	
		224) Network Camera Accessories	4.0%	SHI's Full Catalog of Other	%	
		225) Network Cameras	4.0%	SHI's Full Catalog of Other	%	
		226) Physical/Environmental Security	4.0%	SHI's Full Catalog of Other	%	
		227) Security Applicance Accessories	4.0%	SHI's Full Catalog of Other	%	
		228) Security Tokens	4.0%	SHI's Full Catalog of Other	%	
		229) Unified Threat Management	4.0%	SHI's Full Catalog of Other	%	
		230) 2-way Radios / Walkie Talkies	4.0%	SHI's Full Catalog of Other	%	
		231) Apple Notebooks	4.0%	SHI's Full Catalog of Other	%	
		232) Convertible PCs / Slate PCs / IPAD	4.0%	SHI's Full Catalog of Other	%	
		233) IPAD	4.0%	SHI's Full Catalog of Other	%	
		234) Slate Tablet Computers	4.0%	SHI's Full Catalog of Other	%	
		235) GPS / PDA	4.0%	SHI's Full Catalog of Other	%	
		236) Wireless Communication Devices	4.0%	SHI's Full Catalog of Other	%	
		237) Batteries	4.0%	SHI's Full Catalog of Other	%	
		238) Power Supplies / Adapters	4.0%	SHI's Full Catalog of Other	%	
		239) Rackmountain Equipment	4.0%	SHI's Full Catalog of Other	%	
		240) Remote Power Management	4.0%	SHI's Full Catalog of Other	%	
		241) Surge Suppressors	4.0%	SHI's Full Catalog of Other	%	
		242) UPS / Battery Backup	4.0%	SHI's Full Catalog of Other	%	
		243) 14" & smaller LCD Display	4.0%	SHI's Full Catalog of Other	%	
		244) 15-19" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		245) 15-19" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		246) 15-19" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		247) 20-30" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		248) 20-30" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		249) 20-30" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		250) PCoIP and Zero Client Displays	4.0%	SHI's Full Catalog of Other	%	
		251) Arm Mounts	4.0%	SHI's Full Catalog of Other	%	
		252) Ceiling Mounts	4.0%	SHI's Full Catalog of Other	%	
		253) Combo Mounts	4.0%	SHI's Full Catalog of Other	%	
		254) Desktop Stands / Risers	4.0%	SHI's Full Catalog of Other	%	
		255) Flat Wal Mounts	4.0%	SHI's Full Catalog of Other	%	
		256) Mount Accessories	4.0%	SHI's Full Catalog of Other	%	
		257) Pole Display	4.0%	SHI's Full Catalog of Other	%	
		258) Stands / Carts / Feet	4.0%	SHI's Full Catalog of Other	%	
		259) Tilt Wall Mounts	4.0%	SHI's Full Catalog of Other	%	
		260) C-Cure Products	4.0%	SHI's Full Catalog of Other	%	
		261) Istar Products	4.0%	SHI's Full Catalog of Other	%	
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE	SHI will work with local partners when possible to insure the City is getting the best value. Prices for Services will vary depending on the local partners. The rates below are an average.	
		Design and Analysis	12500.0%	4%		
		Configuration	16500.0%	4%		
		Implementation	18500.0%	4%		
		Installation	18500.0%	4%		
		Training	9900.0%	4%		

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

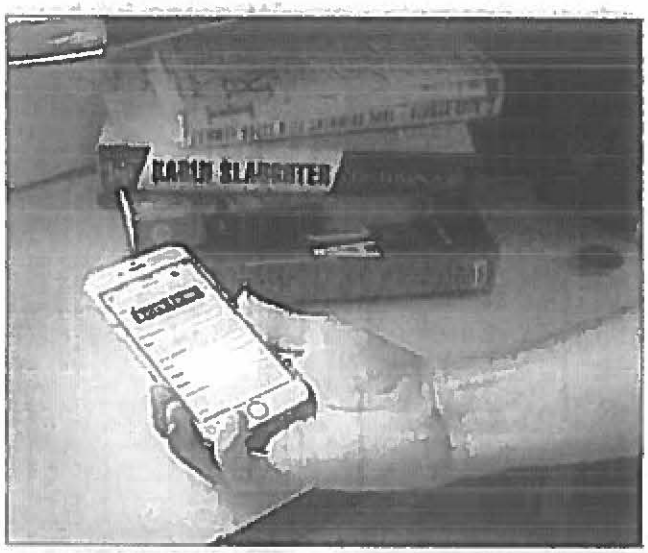
crafted with purpose

We listened to the needs of our customers and crafted a self-service kiosk that would simplify the lives of both library staff and its users. Offering the most ergonomic, user friendly experience, the selfCheck 1000 was designed to maximize the day-to-day activities of a library, while promoting the activities and programs available within your community or academic setting.

many benefits of the selfCheck 1000

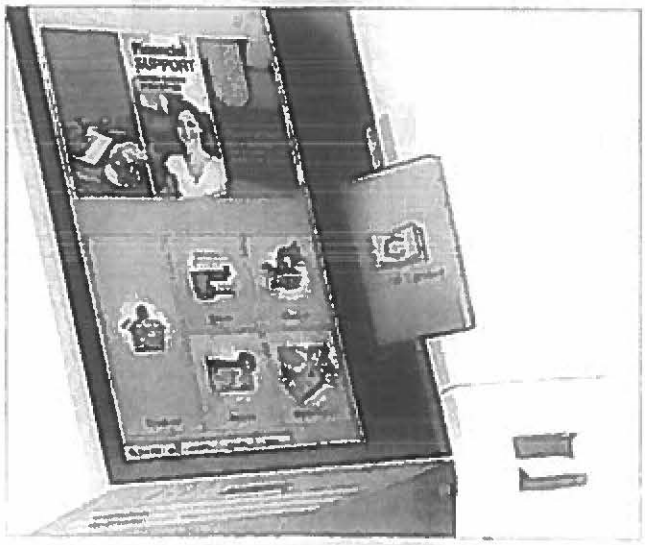
increase your marketing efforts

With our 22" portrait screen, we've dedicated more real estate for library promotions and recommended reads which allows you to create and share more valuable information with your users.



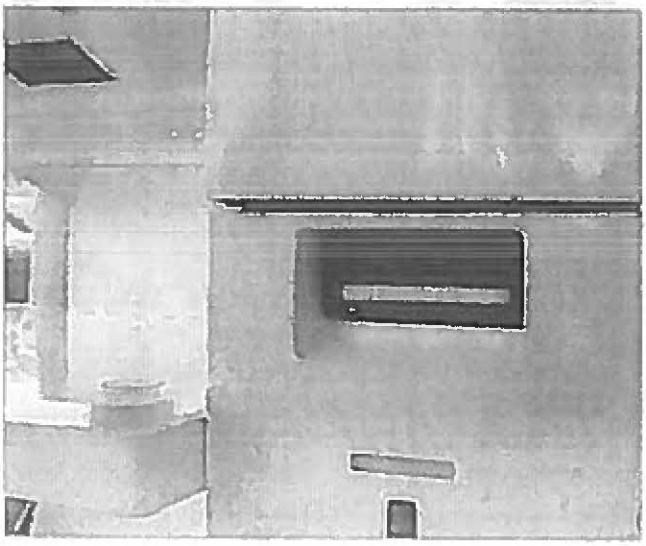
quick and easy access to user accounts

Users can quickly login and get started without the need for staff assistance. Ways to login include scanning a physical or virtual barcode card, typing the account number on screen or tapping a Mifare or RFID library card.



users can conveniently process secured media

Keep your valuable media items secured with locking cases and give your users the power to unlock the same cases right from the selfCheck 1000 within one simple and guided transaction.



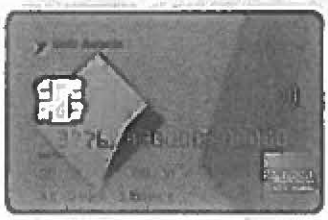
visually guide users through the entire process

By guiding users through a natural self-service transaction using animated instructions on the screen and LED lighting on the kiosk, users can complete the process without needing staff assistance and leave

accept all forms of payment

We set out to design the selfCheck 1000 so it could have every form of payment integrated without the need for extra hardware mounted off to the side. In addition to credit and debit cards, we integrated an ATM grade bill handling system. When library users pay fines with large bills, they will receive $1, $5, and $10 bills as change, instead of a pocket full of coins.

We also added the capability to accept the increasingly popular contactless payments. With millions of people now equipped with contactless-enabled debit cards, credit cards and other payment devices, contactless payments are incredibly fast and can increase your payment collection as well as provide a better user experience.



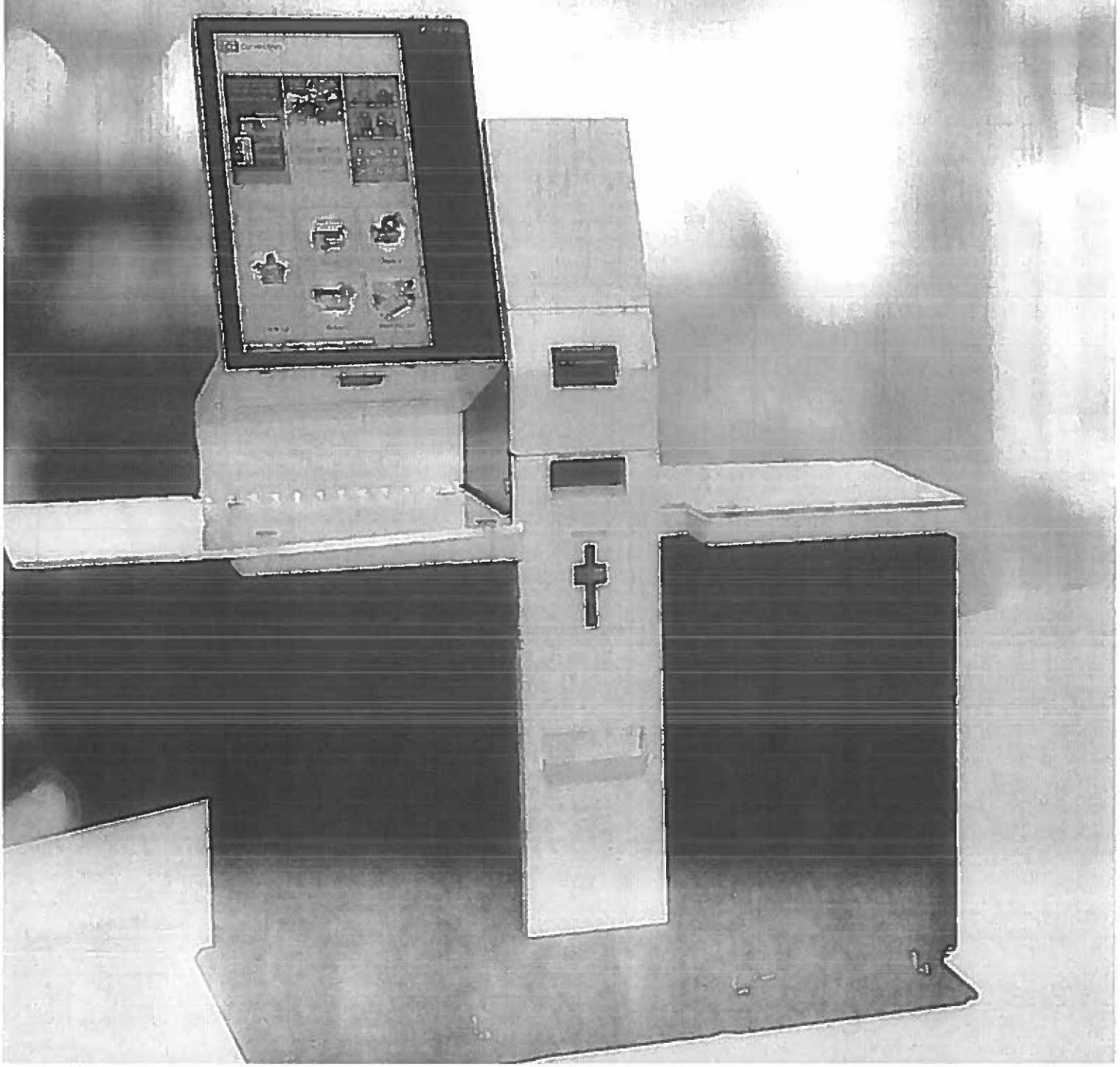
Pay

Google wallet

pay

elegant and convenient returns

Ideal for libraries with confined spaces, we incorporated return bins to fit perfectly underneath and to the side of the selfCheck 1000. Integrated bins make returns at the kiosk quick and easy for users, allowing them to clear their account and continue borrowing additional items. With automatic sensors to alert staff when they are full, over 60 items can be returned in each bin before needing to be emptied.



quickConnect, the ultimate self-service user experience

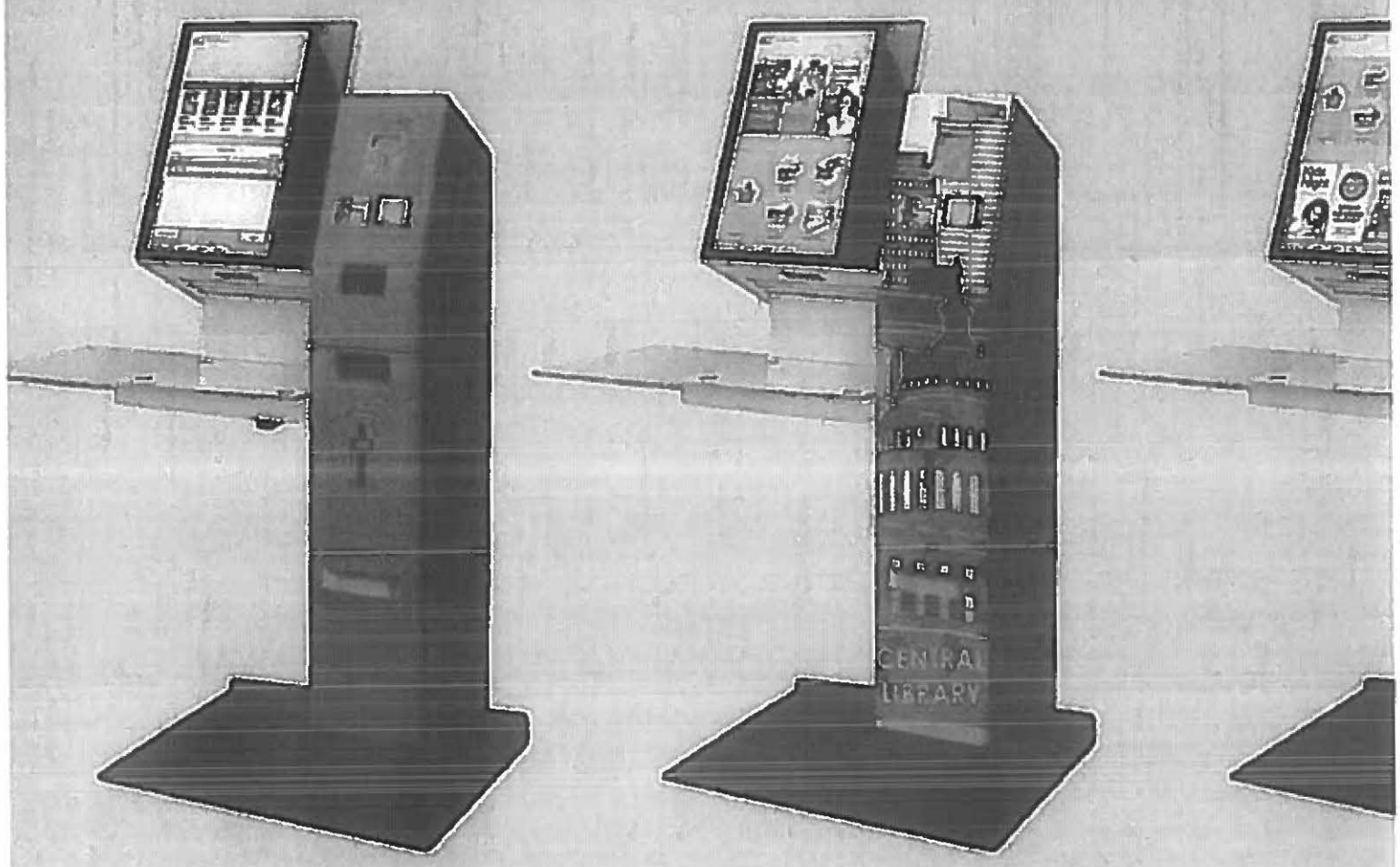
Our intuitive self-service software has been designed from the ground up, specifically for library users. quickConnect delivers an engaging experience for users of all ages and abilities – making borrowing and returning library items a breeze.

Read more...

In our dedicated quickConnect brochure

grab users' attention with colors & wraps

By customizing your selfCheck 1000, you can match your library brand, attract users' eyes to your self-service area or integrate with existing interior designs. With over 200 custom colors to choose from and the ability to apply graphic wraps, you can make the selfCheck 1000 a perfect match for your library.



selfCheck 1000 features & options

Build your perfect full height or desktop kiosk with all the features that matter to your library and users. Integrated options along with standard features help create a unique experience tailored to your users needs.

	available on full height kiosk	available on desktop kiosk
22" portrait screen	✓	✓
LED light based guidance for users	✓	✓
Easy access receipt printer for staff	✓	✓
Mobile phone user card scanner	✓	✓
LED health status lighting for staff	✓	✓
Large illuminated glass shelf	✓*	
Media case unlocker	✓*	✓*
Return bin underneath the reading zone***	✓*	
Additional return bin on right side with table top***	✓*	
Height adjustable base***	✓*	
Mifare login	✓*	✓*
Coin & bill payment with ATM style bill recycler	✓*	
Credit / debit / chip & pin payment option	✓*	✓*
Contactless payment option	✓*	✓*
Custom color	✓*	✓*
Graphic wrap	✓*	✓*
quickConnect software	✓**	✓**
RFID login	✓	✓

* Add-on feature. Additional charge applies.

** A software license for quickConnect is required.

*** Integrated return bins cannot be combined with a height adjustable base

bibliotheca®
transforming libraries

bibliotheca
quickconnect™

self-service is only convenient if it's easy

Our intuitive self-service software has been designed from the ground up, specifically for library users. quickConnect™ delivers an engaging experience for users of all ages and abilities – making borrowing and returning library items a breeze.

Designed for everyone

Audible, visual, touch and text features guide users easily through the self-service transaction

Quick & convenient workflow

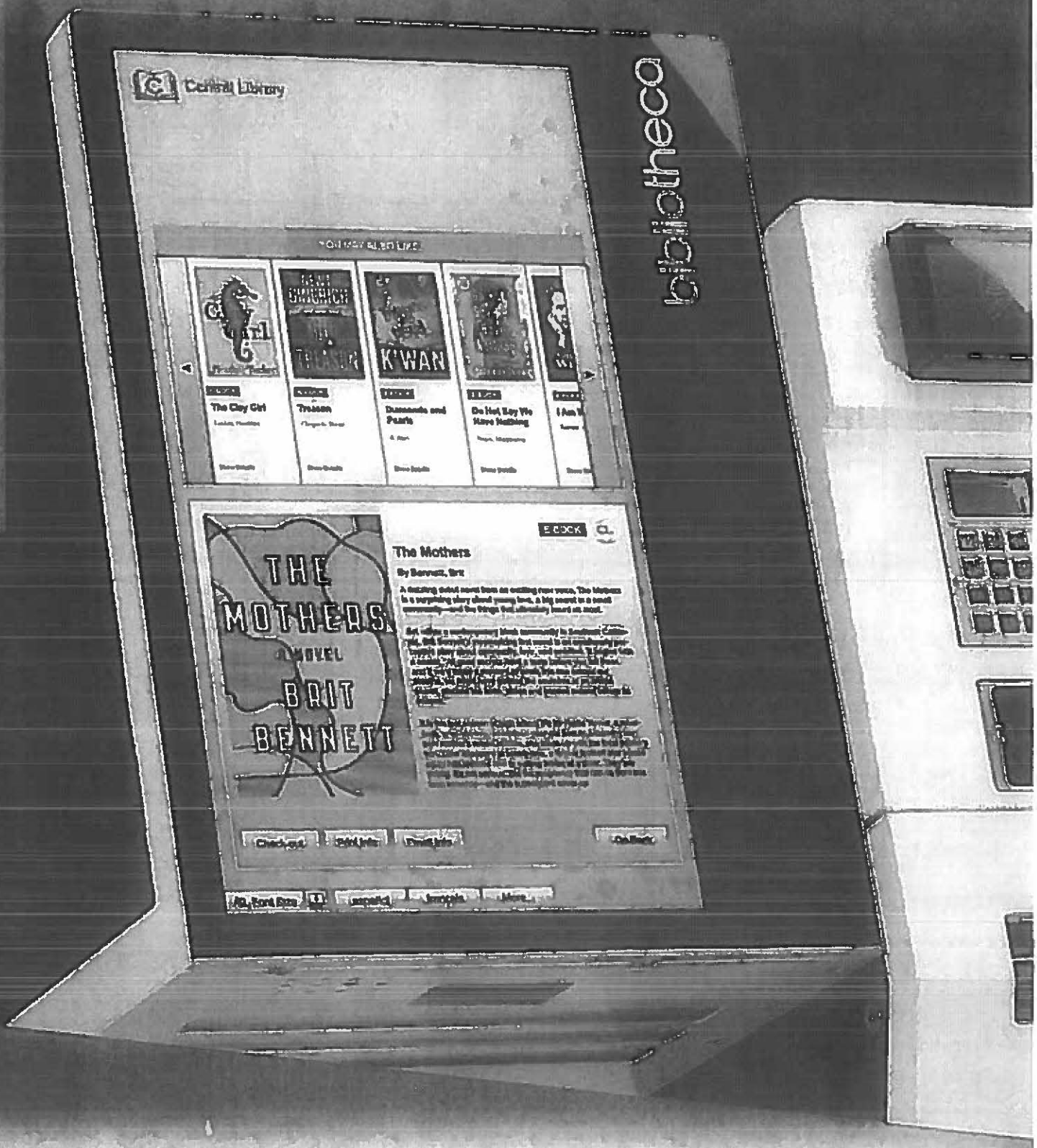
Streamlined workflow requires fewer steps, providing a faster experience for your users

Packed with engaging content

Reading recommendations, ratings and library promotions create a more engaging self-service experience

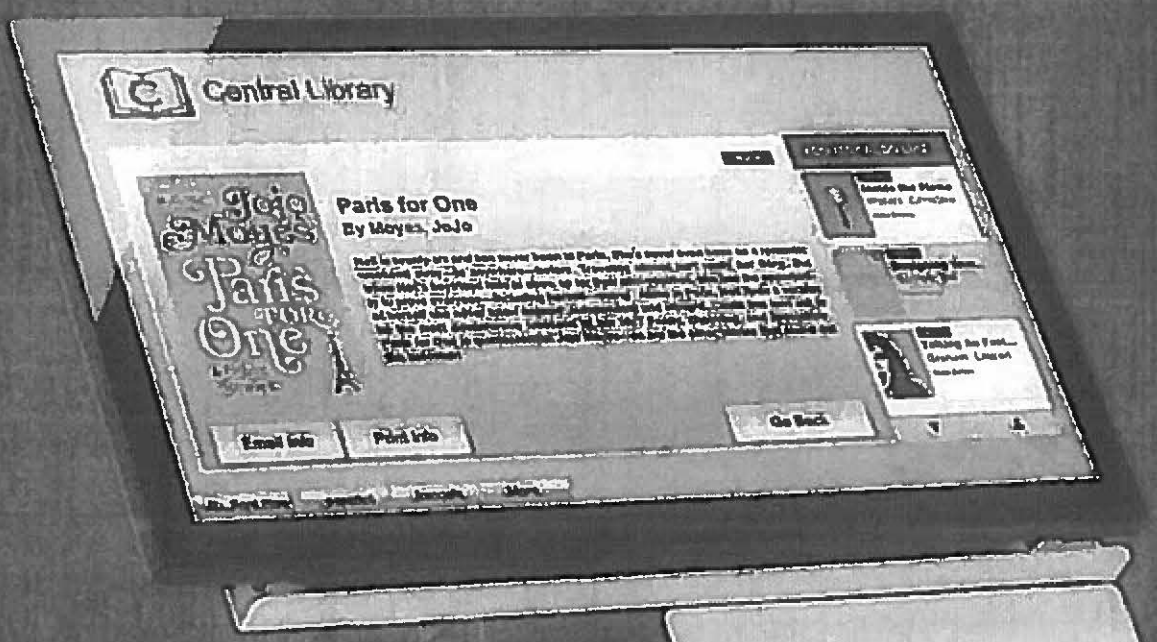
Easy payment transactions

Clearly guided transactions make it simple and painless for users to pay fines and fees


Central Library
bibliotheca
K'WAN
The Clay Girl
Treason
Diamonds and Pearls
Do Not Say We Have Nothing
EBOOK
The Mothers
By Bennett, Brit
THE MOTHERS
A NOVEL
BRIT BENNETT
Checkout
Delivery
Details
Delivery

increase discovery with recommended reads

We partner with industry-leading providers to display relevant recommendations that librarians and readers trust. Keep your users coming back for titles that match their reading preference.



grab their attention with library promotions

quickConnect™ allows you to promote your library's programs and services on the self-service home screen. By helping you maximize on this key user touchpoint, your library can increase its marketing efforts and drive more traffic to programs and events.

Integrated marketing

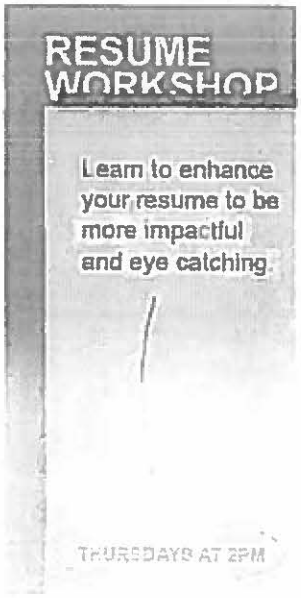
Compliment your library marketing with attention-grabbing library promotions at the selfCheck™

Create an impression

Leverage the moment when you have your users' full attention, as they borrow and return items

Drive participation

Keep your community informed of all the great programs and services your library offers



standard on all selfCheck™ solutions

quickConnect™ by bibliotheca is our flagship self-service software developed to run across our entire range of selfCheck™ solutions, creating a unified software experience no matter which model you choose. With quickConnect™, you can engage with users in new ways, promote your library and provide the best self-service experience.

bibliotheca libraryConnect™

simple back-end management

Behind the intuitive user-facing side of quickConnect™ lives an extremely powerful staff management tool that gives you access to a range of information and statistics, while also letting you control features on the front end. Accessible through libraryConnect™, you can change the fonts, font sizes, colors and themes, as well as make changes to the workflow – configuring if, and when, certain dialogue boxes or options should be presented.

Control your library theme

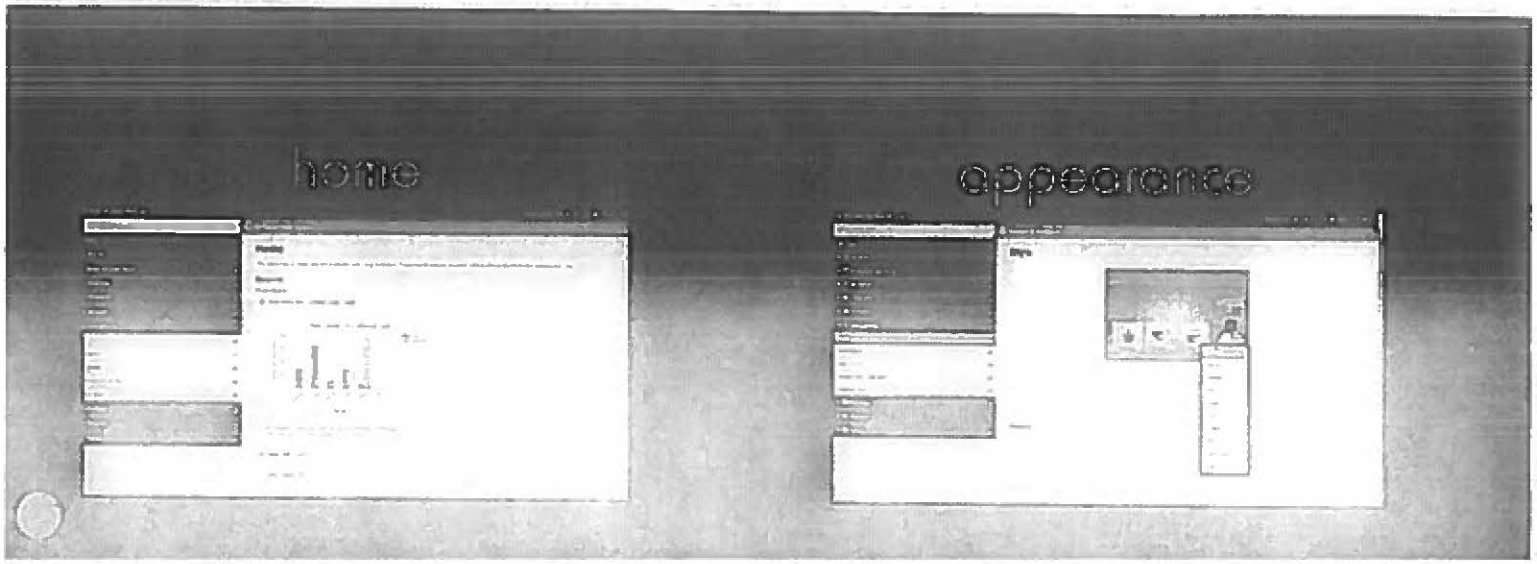
Choose from dozens of customizable templates and themes to design an experience that reflects your library

Data-driven success

Use powerful reporting tools to monitor your self-service and see how your users are interacting with your library promotions

Features at your fingertips

Display all of the available features or choose just the ones that work best for your library



create limitless themes in minutes

quickConnect™ is the most customizable self-service interface offered to libraries. Designed with easy customization in mind, quickConnect™ comes with a wide range of themes, available in any color, allowing you to quickly select a look and feel that's best for your library. With so many available options, the only difficulty will be deciding on the perfect look for your library!

Variety of themes out of the box

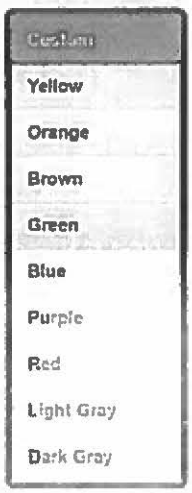
We offer both static and animated themes that allow libraries to show their creative side to users – you can even mix and match our theme overlays with your own custom background

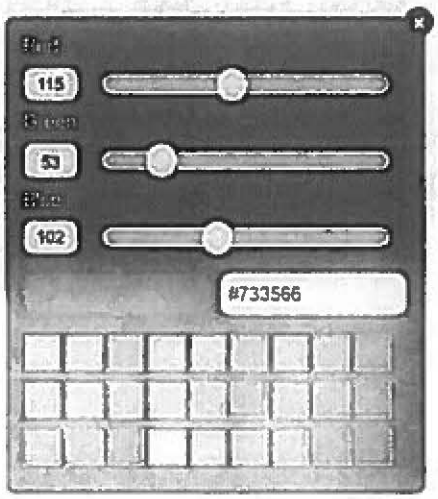
Enhanced with colors that match your library

Selecting your theme is just the beginning – further customize with a standard color, or even match your branding guidelines with an exact color match

Easy-to-use interface for custom file uploads

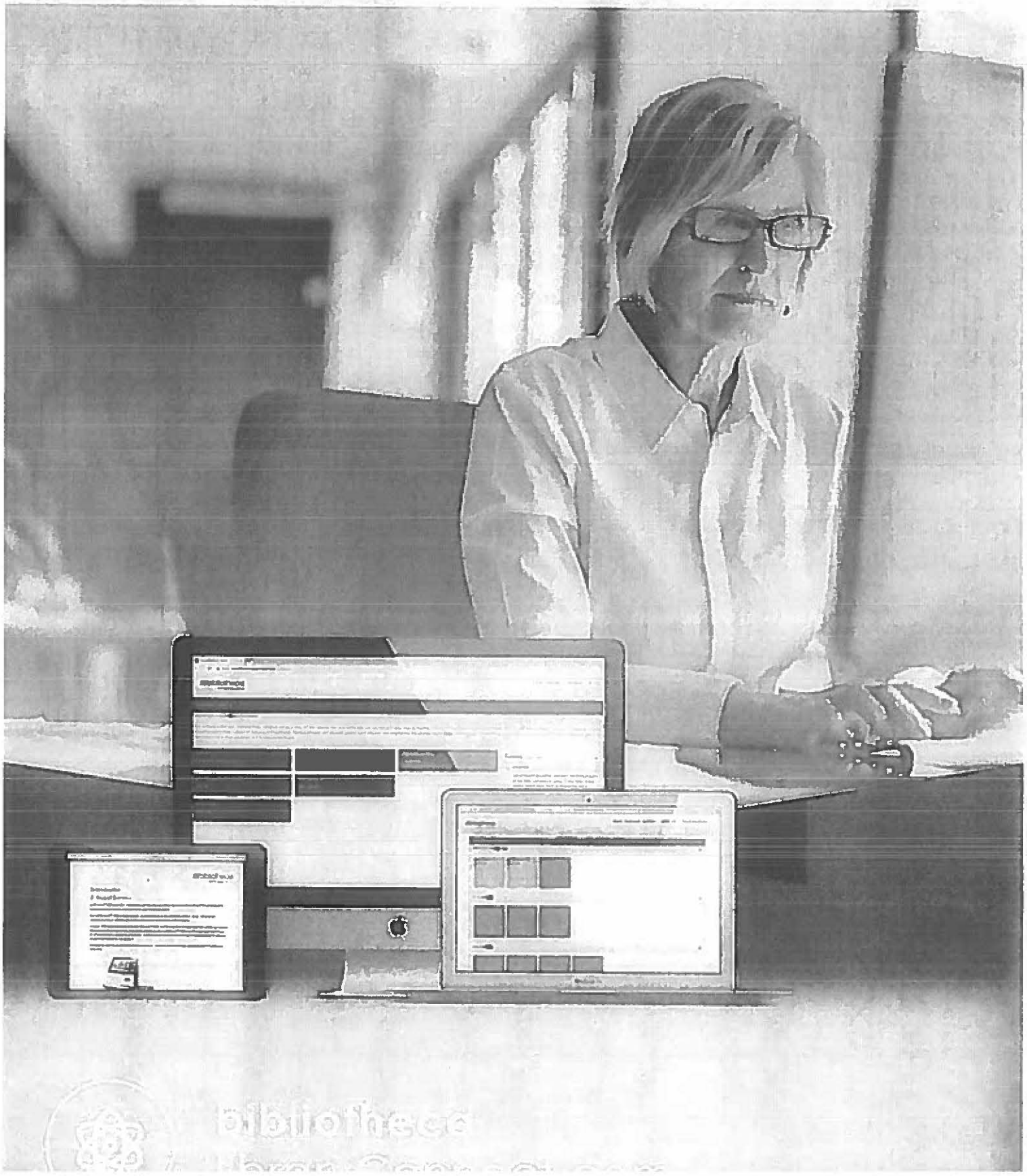
Whether you want to customize your software with your library's logo or a background screen, selecting the image from your computer is easy and intuitive

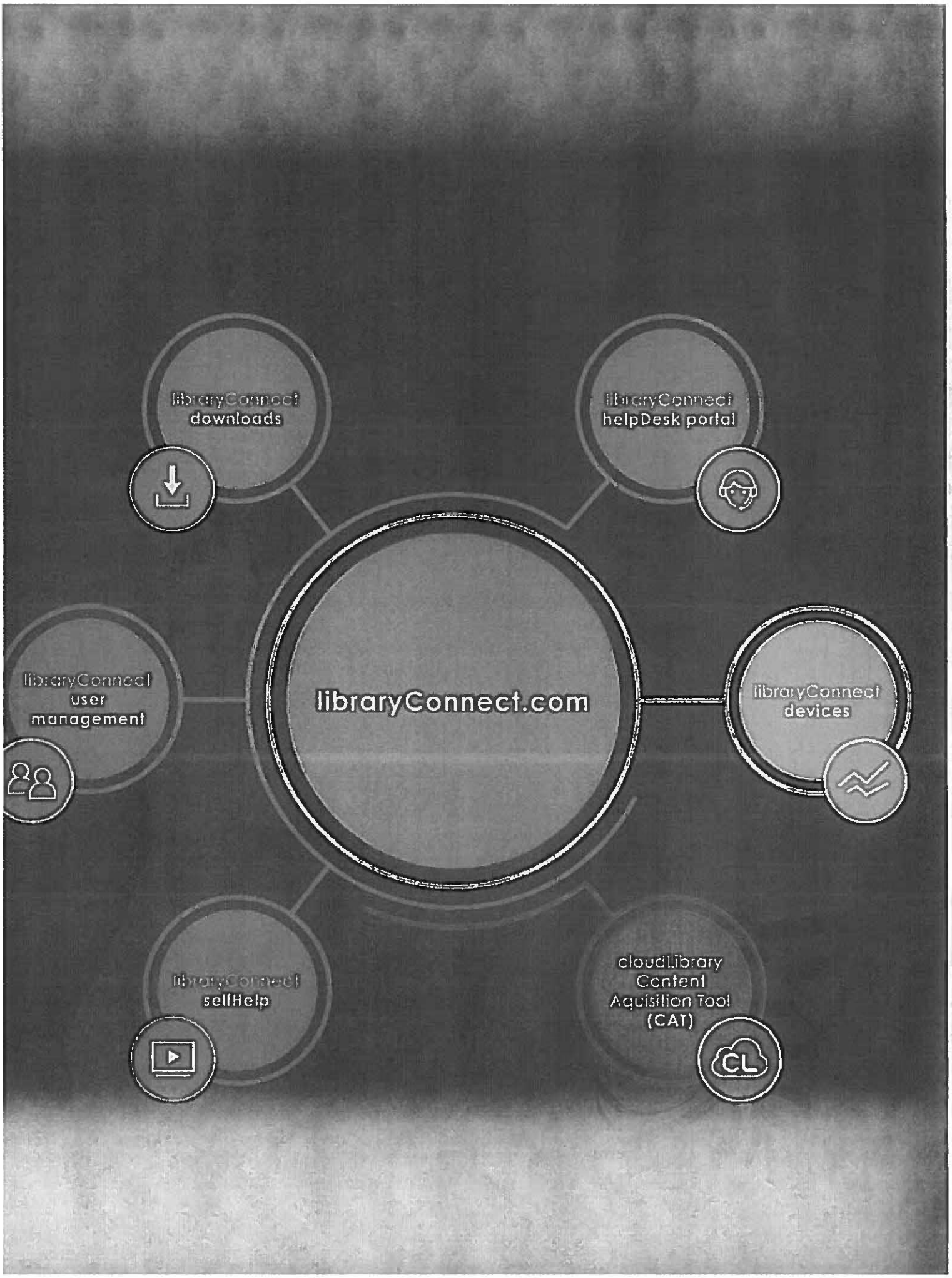


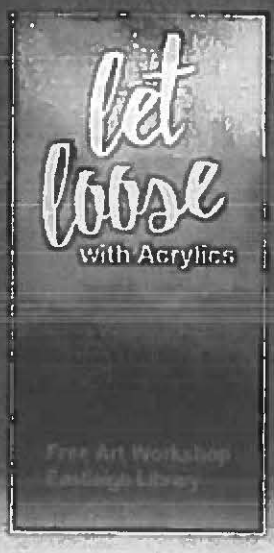


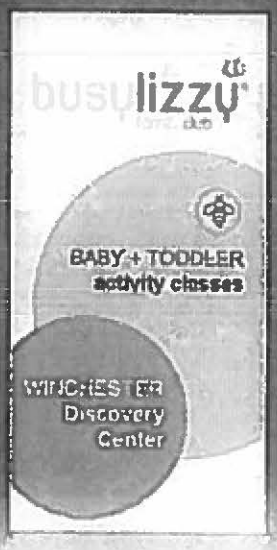
bibliotheca®

transforming libraries




libraryConnect downloads
libraryConnect helpDesk portal
libraryConnect user management
libraryConnect.com
libraryConnect devices
libraryConnect selfHelp
cloudLibrary Content Aquisition Tool (CAT)
CL


let
loose
with Acrylics
Free Art Workshop
Eastleigh Library


busy lizzy
BABY + TODDLER
activity classes
WINCHESTER
Discovery
Center

LOOKING
for Work

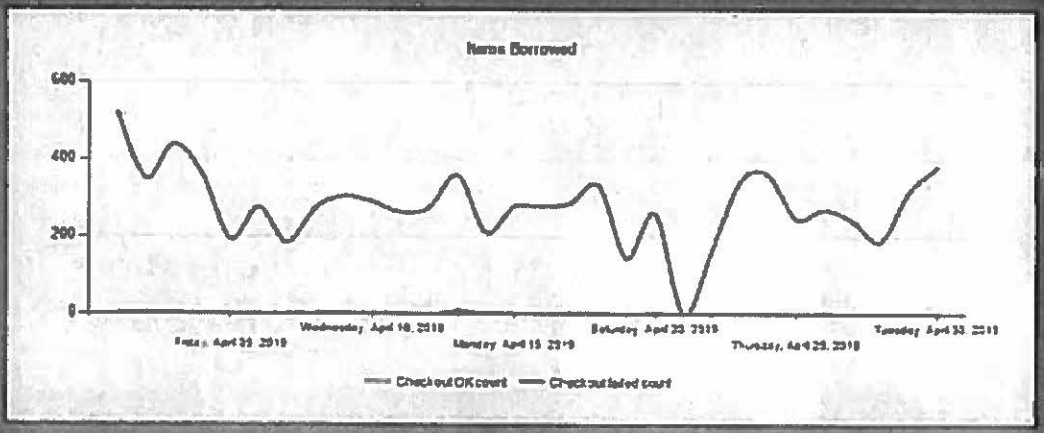
Create custom reports and view aggregated statistics

Data within libraryConnect devices is updated every couple of minutes, ensuring decision-makers have the most up-to-date information when viewing tables of consolidated transactions and graphical reports. With more detailed, concrete data, libraries are able to make informed, data-driven decisions that shape library services, strategic initiatives, staffing levels and more!

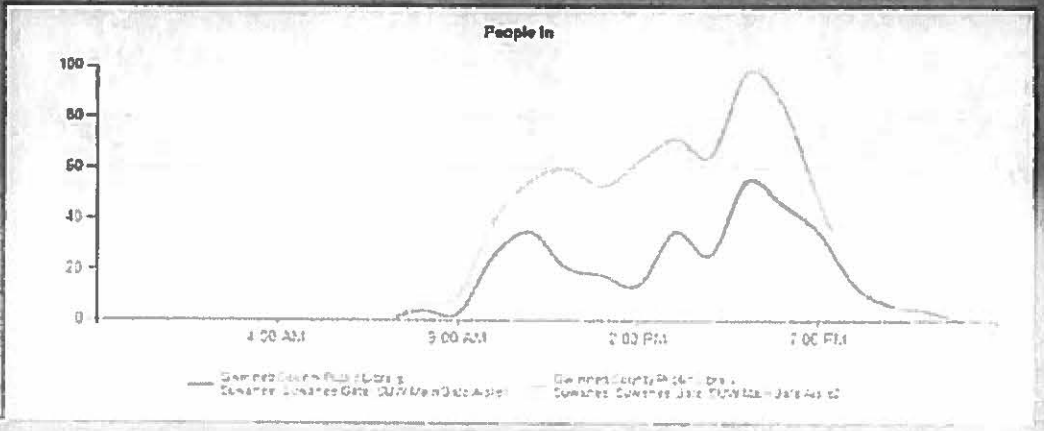
Users can view, refresh, edit and delete reports, as well as schedule them to show up directly in their email inbox in a variety of formats, to stay on top of the data that drives their daily decisions.

Typical reports that can help library leadership:

Total selfCheck transactions over a given period to visualize self-service trends



Gate counts show peak visitor patterns to help staff accordingly



Stay informed with dashboards, alerts, and favorite devices

Users can customize their dashboard to include their favorite devices, ensuring they see information quickly and easily. A range of colorful icons visually indicate which devices have alerts or warnings that need attention, allowing library staff to efficiently manage their equipment. Users can also search for a particular branch, a certain device name or filter by device status.

Not only can libraries quickly see the health of their library equipment, but they can customize alerts via email or SMS text message when the receipt paper is running low, a device has gone offline, or an error or warning occurs. This allows libraries to quickly target and troubleshoot issues, reducing downtime for users.

Available in English, German, French, Spanish, Italian and Portuguese, users can choose their preferred language, creating and intuitive, enjoyable experience on the platform.

Custom roles deliver the right level of permissions for each user

Feature	libraryConnect.com	libraryConnect devices
Free for all customers	✓	
Access selfHelp training materials	✓	
Download user guides and product documentation	✓	
Contact support through online helpDesk portal	✓	
Create, edit and delete users	✓	
Requires annual subscription fee to access		✓
View, configure and troubleshoot library devices remotely		✓
Visually see quick status of all library devices		✓
Set specific alerts for individual devices		✓
View statistics and generate aggregated reports on all devices		✓
Download, upload and delete files on your physical devices		✓
Ability to see payment & reconciliation reports for your devices across your full library system/estate		✓
Complete visualization of your AMH sorting layout including bin full alerts and system errors		✓

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transforming libraries

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linkedin.com/company/bibliotheca

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800.328.0067

info-ca@bibliotheca.com
877.207.3127

National Pricing Discount

RFP #2018011

For each item listed on the National Pricing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
B. Describe the catalog or index that discounts will be taken.
C. Describe any special manufacturer pricing available to Participating Agencies.
D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.5%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4.5%	SHI's Full Catalog of Systems	%	
		3) Tablets	4.5%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.5%	SHI's Full Catalog of Systems	%	
2)	Group 2 - Input Devices	5) Keyboards	5.0%	SHI's Full Catalog of Input Devices	%	
		6) Mice	5.0%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4.0%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4.0%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4.0%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4.0%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4.0%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4.0%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4.0%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4.0%	SHI's Full Catalog of Input Devices	%	
3)	Group 3 - Output Devices	16) Displays	4.5%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4.5%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		22) Dot Matrix Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4.5%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4.5%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4.5%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4.5%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4.5%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4.5%	SHI's Full Catalog of Output Devices	%	
		36) Desktop	4.5%	SHI's Full Catalog of Memory	%	
		37) Flash	4.5%	SHI's Full Catalog of Memory	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
5)	Group 5 - Storage Devices	50) Drives Magneto-Optical	4.0%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4.0%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4.0%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4.0%	SHI's Full Catalog of Storage Devices	%	
		54) Hard Disks - Fibre Channel	4.0%	SHI's Full Catalog of Storage Devices	%	
		55) Hard Disks - IDE/ATA/S	4.0%	SHI's Full Catalog of Storage Devices	%	
		56) Hard Disks - Notebook	4.0%	SHI's Full Catalog of Storage Devices	%	
		57) Hard Disks - SCSI	4.0%	SHI's Full Catalog of Storage Devices	%	
		58) Networking Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		59) Optical Drives - CD-ROM	4.0%	SHI's Full Catalog of Storage Devices	%	
		60) Optical Drives - CD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		61) Optical Drives - DVD-CD	4.0%	SHI's Full Catalog of Storage Devices	%	
		62) Optical Drives - DVD-RW	4.0%	SHI's Full Catalog of Storage Devices	%	
		63) Storage Accessories	4.0%	SHI's Full Catalog of Storage Devices	%	
		64) Storage - NAS	4.0%	SHI's Full Catalog of Storage Devices	%	
		65) Storage - SAN	4.0%	SHI's Full Catalog of Storage Devices	%	
		66) Tape Autoloaders -AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		67) Tape Autoloaders - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		68) Tape Autoloaders - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		69) Tape Autoloaders - LTO	4.0%	SHI's Full Catalog of Storage Devices	%	
		70) Tape Drives - 4mm	4.0%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4.0%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4.0%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4.0%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4.0%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4.0%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4.0%	SHI's Full Catalog of Storage Devices	%	
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.0%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	5.0%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Switches	5.0%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	5.0%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	5.0%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	5.0%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	5.0%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	5.0%	SHI's Full Catalog of Network Equipment	%	
		86) Network Test Equipment	5.0%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	5.0%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	5.0%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transclevers	5.0%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	5.0%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	5.0%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	5.0%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4.5%	SHI's Full Catalog of Software	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
7)	Group 7 - Software	108) Licensing - Handheld	4.5%	SHI's Full Catalog of Software	%	
		109) Licensing - Network OS	4.5%	SHI's Full Catalog of Software	%	
		110) Licensing - OS	4.5%	SHI's Full Catalog of Software	%	
		111) Licensing - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		112) Licensing - Presentation	4.5%	SHI's Full Catalog of Software	%	
		113) Licensing - Reference	4.5%	SHI's Full Catalog of Software	%	
		114) Licensing - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		115) Licensing - Spreadhseet	4.5%	SHI's Full Catalog of Software	%	
		116) Licensing - Utilities	4.5%	SHI's Full Catalog of Software	%	
		117) Licensing - Warranties	4.5%	SHI's Full Catalog of Software	%	
		118) Licensing - Web Development	4.5%	SHI's Full Catalog of Software	%	
		119) Licensing - Word Processing	4.5%	SHI's Full Catalog of Software	%	
		120) Software - Backup	4.5%	SHI's Full Catalog of Software	%	
		121) Software - Barcode / OCR	4.5%	SHI's Full Catalog of Software	%	
		122) Software - Business Application	4.5%	SHI's Full Catalog of Software	%	
		123) Software - CAD/CAM	4.5%	SHI's Full Catalog of Software	%	
		124) Software - Cloning	4.5%	SHI's Full Catalog of Software	%	
		125) Software - Computer Services	4.5%	SHI's Full Catalog of Software	%	
		126) Software - Database	4.5%	SHI's Full Catalog of Software	%	
		127) Software - Development	4.5%	SHI's Full Catalog of Software	%	
		128) Software - Entertainment	4.5%	SHI's Full Catalog of Software	%	
		129) Software - Financial	4.5%	SHI's Full Catalog of Software	%	
		130) Software - Flow Chart	4.5%	SHI's Full Catalog of Software	%	
		131) Software - Graphic Design	4.5%	SHI's Full Catalog of Software	%	
		132) Software - Handheld	4.5%	SHI's Full Catalog of Software	%	
		133) Software - OS	4.5%	SHI's Full Catalog of Software	%	
		134) Software - Personal Organization	4.5%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4.5%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4.5%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4.5%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4.5%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4.5%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4.5%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4.5%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4.5%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4.0%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4.0%	SHI's Full Catalog of Media Supplies	%	
		150) Media - SLR tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4.0%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4.0%	SHI's Full Catalog of Media Supplies	%	
			4.0%	SHI's Full Catalog of	%	

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
		163) Asset Management	4.0%	SHI's Full Catalog of Other	%	
		164) Cables	4.0%	SHI's Full Catalog of Other	%	
		165) Cables - custom	4.0%	SHI's Full Catalog of Other	%	
		166) Cables - printer	4.0%	SHI's Full Catalog of Other	%	
		167) Complex warranties	4.0%	SHI's Full Catalog of Other	%	
		168) Desktop Accessories	4.0%	SHI's Full Catalog of Other	%	
		169) Display Accessories	4.0%	SHI's Full Catalog of Other	%	
		170) Electronic Services	4.0%	SHI's Full Catalog of Other	%	
		171) Handheld Accessories	4.0%	SHI's Full Catalog of Other	%	
		172) Imaging Accessories	4.0%	SHI's Full Catalog of Other	%	
		173) Imaging - Camcorders	4.0%	SHI's Full Catalog of Other	%	
		174) Imaging - Digital Cameras	4.0%	SHI's Full Catalog of Other	%	
		175) Intrenal Lab Service	4.0%	SHI's Full Catalog of Other	%	
		176) Lab fees	4.0%	SHI's Full Catalog of Other	%	
		177) Managed Services	4.0%	SHI's Full Catalog of Other	%	
		178) Miscellaneous solutions	4.0%	SHI's Full Catalog of Other	%	
		179) Mounting hardware for vehicles	4.0%	SHI's Full Catalog of Other	%	
		180) Networking Warranties	4.0%	SHI's Full Catalog of Other	%	
		181) Notebook Accessories	4.0%	SHI's Full Catalog of Other	%	
		182) Notebook Batteries	4.0%	SHI's Full Catalog of Other	%	
		183) PC Lab order services	4.0%	SHI's Full Catalog of Other	%	
		184) POS Accessories	4.0%	SHI's Full Catalog of Other	%	
		185) POS Displays	4.0%	SHI's Full Catalog of Other	%	
		186) Power Accessories	4.0%	SHI's Full Catalog of Other	%	
		187) Power Surge Protection	4.0%	SHI's Full Catalog of Other	%	
		188) Power UPS	4.0%	SHI's Full Catalog of Other	%	
		189) Server Accessories	4.0%	SHI's Full Catalog of Other	%	
		190) Service Charge	4.0%	SHI's Full Catalog of Other	%	
		191) System Components	4.0%	SHI's Full Catalog of Other	%	
		192) Training Courses	4.0%	SHI's Full Catalog of Other	%	
		193) Training Reference Manuals	4.0%	SHI's Full Catalog of Other	%	
		194) Warranties - Electronic	4.0%	SHI's Full Catalog of Other	%	
		195) iPAD / Tablet Stylus	4.0%	SHI's Full Catalog of Other	%	
		196) Mouse / Wrist Pads	4.0%	SHI's Full Catalog of Other	%	
		197) Security Locks and Hardware	4.0%	SHI's Full Catalog of Other	%	
		198) Tools	4.0%	SHI's Full Catalog of Other	%	
		199) Document Scanner Accessories	4.0%	SHI's Full Catalog of Other	%	
		200) Flatbed Scanners	4.0%	SHI's Full Catalog of Other	%	
		201) Mobile Scanners	4.0%	SHI's Full Catalog of Other	%	
		202) Network Scanners	4.0%	SHI's Full Catalog of Other	%	
		203) Sheetfed Scanners	4.0%	SHI's Full Catalog of Other	%	
		204) Wide Format Scanners	4.0%	SHI's Full Catalog of Other	%	
		205) Workgroup / Department Scanner	4.0%	SHI's Full Catalog of Other	%	
		206) Build to Order Desktops	4.0%	SHI's Full Catalog of Other	%	
		207) Nettop	4.0%	SHI's Full Catalog of Other	%	
		208) Point of Sale	4.0%	SHI's Full Catalog of Other	%	

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	If applicable, you may add additional manufacturers/discounts: Proposed Discount	Manufacturer Name
		221) Content Management	4.0%	SHI's Full Catalog of Other	%	
		222) Firewall / VPN Applicances	4.0%	SHI's Full Catalog of Other	%	
		223) Multifunction Security Appliances	4.0%	SHI's Full Catalog of Other	%	
		224) Network Camera Accessories	4.0%	SHI's Full Catalog of Other	%	
		225) Network Cameras	4.0%	SHI's Full Catalog of Other	%	
		226) Physical/Environmental Security	4.0%	SHI's Full Catalog of Other	%	
		227) Security Applicance Accessories	4.0%	SHI's Full Catalog of Other	%	
		228) Security Tokens	4.0%	SHI's Full Catalog of Other	%	
		229) Unified Threat Management	4.0%	SHI's Full Catalog of Other	%	
		230) 2-way Radios / Walkie Talkies	4.0%	SHI's Full Catalog of Other	%	
		231) Apple Notebooks	4.0%	SHI's Full Catalog of Other	%	
		232) Convertible PCs / Slate PCs / IPAD	4.0%	SHI's Full Catalog of Other	%	
		233) IPAD	4.0%	SHI's Full Catalog of Other	%	
		234) Slate Tablet Computers	4.0%	SHI's Full Catalog of Other	%	
		235) GPS / PDA	4.0%	SHI's Full Catalog of Other	%	
		236) Wireless Communication Devices	4.0%	SHI's Full Catalog of Other	%	
		237) Batteries	4.0%	SHI's Full Catalog of Other	%	
		238) Power Supplies / Adapters	4.0%	SHI's Full Catalog of Other	%	
		239) Rackmountain Equipment	4.0%	SHI's Full Catalog of Other	%	
		240) Remote Power Management	4.0%	SHI's Full Catalog of Other	%	
		241) Surge Suppressors	4.0%	SHI's Full Catalog of Other	%	
		242) UPS / Battery Backup	4.0%	SHI's Full Catalog of Other	%	
		243) 14" & smaller LCD Display	4.0%	SHI's Full Catalog of Other	%	
		244) 15-19" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		245) 15-19" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		246) 15-19" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		247) 20-30" LCD Display	4.0%	SHI's Full Catalog of Other	%	
		248) 20-30" Wide LCD Display	4.0%	SHI's Full Catalog of Other	%	
		249) 20-30" Wide LED Display	4.0%	SHI's Full Catalog of Other	%	
		250) PCoIP and Zero Client Displays	4.0%	SHI's Full Catalog of Other	%	
		251) Arm Mounts	4.0%	SHI's Full Catalog of Other	%	
		252) Ceiling Mounts	4.0%	SHI's Full Catalog of Other	%	
		253) Combo Mounts	4.0%	SHI's Full Catalog of Other	%	
		254) Desktop Stands / Risers	4.0%	SHI's Full Catalog of Other	%	
		255) Flat Wlal Mounts	4.0%	SHI's Full Catalog of Other	%	
		256) Mount Accessories	4.0%	SHI's Full Catalog of Other	%	
		257) Pole Display	4.0%	SHI's Full Catalog of Other	%	
		258) Stands / Carts / Feet	4.0%	SHI's Full Catalog of Other	%	
		259) Tilt Wall Mounts	4.0%	SHI's Full Catalog of Other	%	
		260) C-Cure Products	4.0%	SHI's Full Catalog of Other	%	
		261) Istar Products	4.0%	SHI's Full Catalog of Other	%	
		SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE	SHI will work with local partners when possible to insure the City is getting the best value. Prices for Services will vary depending on the local partners. The rates below are an average.	
11)	Group 11 - Services	Design and Analysis	12500.0%	4%		
		Configuration	16500.0%	4%		
		Implementation	18500.0%	4%		
		Installation	18500.0%	4%		

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

mesa·az

CONTRACT AMENDMENT

Contract Title: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES
Contract Number: 2018011
Amendment Number: Three (3)
Description of Change: **Amendment to allow the addition of Amazon Web Services and Information Technology/Educational Furniture as follows:**

1. Amazon Web Services (AWS) added to category twelve (12).
   a. Minimum discount 4%
   b. Cloud Terms and Conditions
      i. AWS purchases made under this contract are also subject to the terms and conditions contained in exhibit A. Exhibit A terms take precedence over any conflicting terms and conditions in the agreement, or any contract between contractor and the applicable purchasing agency.
      ii. All non-conflicting terms and conditions remain in full force.

2. Information Technology/Educational Furniture added to category ten (10) (Other Products).
   a. Minimum discount 4%

Effective Date of Change: 5/12/2020

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

SHI International Corp.

Natalie Castagno
Signature

Natalie Castagno
Printed Name

5/26/20
Date

City of Mesa:

Signature
Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, Arizona, ou=Business Services, email=ed.quedens@mesaaz.gov, c=US
Date: 2020.05.28 09:32:55 -07'00'
Adobe Acrobat version: 2020.009.20063

City Manager Designee

Date

Reviewed by:

TSJ
Ted Stallings, CPP
Procurement Officer II

Rev. July 2017

CONTRACT AMENDMENT

EXHIBIT A

SHI AWS Terms for U.S. Public Sector Customers

These terms and conditions shall apply to the AWS Service Offering described in the On Boarding form.
WHEREAS, SHI is authorized to resell and provide Support Services for Amazon Web Services' (AWS) Service Offerings to SHI customers; and
WHEREAS, Customer wishes to obtain through SHI and SHI wishes to provide to Customer access to such AWS Service Offering or Support Services;
NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties hereto agree as follows:

Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires:

A. "Content" means software (including machine images), data, text, audio, video, images or other content on the cloud infrastructure.

B. "Customer" means the entity utilizing the Service Offering, as designated on the On Boarding form.

C. "Service(s) Offering" means the services (including associated APIs) offered by AWS and selected by Customer.

D. "Support Service(s)" means the services offered by SHI to manage AWS Service Offering and selected by Customer.

E. "SHI" means SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873.

F. "Public Sector Customer" means a Customer that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by):

   1. the executive, legislative, or judicial branches of any government within the U.S. (federal, state or local) and its territories; or by any other country's government at any level;
   2. quasi-governmental entities (such as the World Bank);
   3. international governing/regulatory bodies (such as EU institutions);
   4. publicly funded institutions (such as colleges, universities, and hospitals); or
   5. higher-tier prime contractors, consultants, consultants, or other entities working in support of the foregoing.

Article 2 - Contractual Relationships

A. Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between Customer and SHI. Customer's and SHI's relationship to each other is that of "customer" and "independent contractor", respectively, and nothing set forth herein shall be construed as creating an agency or employee relationship between the Parties

B. AWS is a third party cloud service provider to SHI and is an Independent Contractor to SHI. Nothing in this Agreement will in any way be construed to constitute such third party Service Offering provider to be an agent, employee or representative of SHI. Without limiting the generality of the forgoing, the third party Service Offering provider is not authorized to bind SHI to any liability or obligation.

C. Customer may not resell AWS Service Offerings provided through this Agreement without SHI's prior written consent.

Article 3 - Term

The term of this Agreement will commence on the first of the following dates:

A. Upon Customer's signature of the On Boarding form; or

B. Upon Customer's first use of any Service Offering; or,

C. Upon Customer's issuance of a valid purchase order for any Service Offering,

and will remain in effect until terminated in accordance with Article 11 - Termination, herein.

Article 4 - Price, Terms of Payment and Tax

A. Price

1. Estimated Price for the Service Offerings may be calculated with the Amazon Web Service Offering Simple Monthly Calculator located at: http://calculator.s3.amazonaws.com/calc5.html.
2. SHI Service Offering Price will be calculated as follows, on a monthly basis:
   - SHI Service Offering Price = (Actual AWS Monthly Charge - SLA Credits - Reserved Instance Credits)
3. All amounts payable will be made without setoff or counterclaim, and without any deduction or withholding.

B. Terms of Payment

1. SHI invoices shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net 30 calendar days after receipt of a valid invoice at the Customer's remit to address.
2. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify SHI of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice

C. Taxes

1. Customer will be responsible for the cost of any federal, state and local sales or use tax imposed or based on the sale of Service Offerings provided under this Agreement. Such taxes, if applicable, will be separately stated on SHI's invoices and reported and paid to appropriate governmental authorities by SHI.
2. At Customer's request, SHI will file any certificate or other document which may cause any such tax to be avoided or reduced including Customer's VAT identification number. SHI will cooperate with Customer in contesting any such tax or in claiming, on Customer's behalf, refunds of any such taxes paid by or on behalf of Customer.
3. If Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, Customer shall provide SHI legally sufficient tax exemption certificates for each taxing jurisdiction, as the case may be.
4. If any deduction or withholding is required by law, Customer will notify and pay SHI any additional amounts necessary to ensure that the net amount that SHI receive, after any deduction and withholding, equals the amount SHI would have received if no deduction or withholding had been required. Additionally, Customer will provide SHI with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

Article 5 - Confidential Information

A. If a Party to this Agreement, its subcontractors and agents (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other Party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:

1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
2. The Receiving Party is hereby granted a limited, irrevocable, non-exclusive, royalty-free, non-transferable, worldwide right and license to use the Disclosing Party's Confidential Information according to the terms of this Agreement.

3. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to an affiliate or subcontractor, where such disclosure is necessary for the performance of this Agreement and provided, further, however, that such disclosure shall not be made without an express written agreement of such affiliate or subcontractor to substantially comply with all restrictions on the use of such Confidential Information as are imposed upon the Receiving Party pursuant to this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.

B. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing ("Summary") and furnished to the Receiving Party within thirty (30) days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (3) all trade secrets and intellectual property owned or licensed by the Disclosing Party; (4) customer records, and (5) all personal information about individuals contained in the Disclosing Party's records (including, without limitation, names, addresses, social security numbers, and credit card and other financial information). The terms of this Agreement, along with the fact of this Agreement's existence, are the Confidential Information of both Parties. Each Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its customers, prospective customers, suppliers, strategic partners, affiliates or investors, or in any other manner to compete against the Disclosing Party.

C. The Receiving Party shall use at least the same degree of care to protect the Confidential Information of the Disclosing Party from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss or alteration of such records.

D. Each Party shall endeavor to keep to a minimum the amount of Information that is furnished to the other upon which restrictions are imposed.

E. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information:

1. Was previously rightfully known by the Receiving Party free of any obligation to keep it confidential;
2. Is or becomes publicly known through no wrongful act of the Receiving Party;
3. Is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or
4. Is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, provided that the Receiving Party has given the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in damages for any disclosure of Confidential Information pursuant to judicial decree or government regulation.

F. In the event this Agreement is terminated, the Receiving Party shall cease to make use of the Confidential Information received from the Disclosing Party and, upon the Disclosing Party's written request, shall promptly destroy or return tangible Confidential Information. In the event that the Disclosing Party requests destruction, the Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.

G. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of three years after receipt of such Confidential Information.

H. The SHI Service Offering Privacy Statement, located at the following URL, shall apply to this Agreement: https://www.content.shi.com/ShiCom/SHI_Cloud/legal/privacy.pdf

I. During or after the term of this Agreement and for two (2) years thereafter, neither Party may release any information, including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the other Party, the Service Offerings, or this Agreement, without the other Party's prior written approval.

J. The rights, duties and obligations of the Parties with respect to all Confidential Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Article.

Article 6 - Proprietary Rights

A. Content. Customer or Customer's licensors own all right, title, and interest in and to Customer's Content, and SHI obtains no rights under this Agreement from Customer or Customer's licensors to Customer's Content, including any related intellectual property rights.

B. Adequate Rights. Customer represents and warrants to SHI that: (a) Customer or Customer's licensors own all right, title, and interest in and to Customer's Content; (b) Customer has all rights in Customer's Content.

Article 7 - Warranties

A. SHI warrants that it has the rights, approvals, and/or authorizations necessary to resell the AWS Service Offering(s).

B. The Parties warrant that they are authorized to execute this Agreement.

C. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SHI HEREBY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE SPECIFICATIONS, FEATURES, OR CAPABILITIES OF A SERVICE OFFERING, OR OF ANY MATERIALS THEREIN.

Article 8 - Indemnity

A. Each Party ("Indemnitor") shall, to the extent permitted by law, indemnify, defend and hold harmless the affiliates, licensors, and vendors, and each of their respective employees, officers, directors, and representatives of the other Party (individually "Indemnitee" or collectively "Indemnitees") from and against any and all third party (including employees of the Indemnitor) liabilities, actual or alleged claims, actions, losses and damages arising out of, or directly related to this Agreement, including: personal injury; death; or damage to property (tangible or intangible), infringement of intellectual property rights, to the extent caused or arising out of the negligence, willful misconduct, or violation of law of the Indemnitor or any subcontractor or affiliate of the Indemnitor. The liabilities, losses and costs covered hereunder include settlements, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation expenses.

B. Each Party shall provide timely written notice to the other of any claim, loss, suit, demand or lien under this Article which they become aware of, but Indemnitee's failure to promptly notify Indemnitor will only affect Indemnitor's obligations hereunder to the extent that such failure prejudices Indemnitor's ability to defend the claim.

C. The Indemnitor shall assume exclusive control of the claim, loss, suit, demand or lien and the Indemnitee shall provide reasonable assistance in the defense of the claim, loss, suit, demand or lien, at the Indemnitor's expense. Indemnitor may: (a) use counsel of Indemnitor's own choosing (subject to Indemnitee's written consent) to defend against any claim; and (b) settle the claim as Indemnitor deems appropriate, provided that Indemnitor obtains Indemnitee's prior written consent before entering into any settlement which will impact Indemnitee's rights under this Agreement. Indemnitee may also, at its own expense, assume control of the defense and settlement of the claim at any time.

D. If Indemnitee is obligated to respond to a third party subpoena or other compulsory legal order or process described above, Indemnitor will reimburse that Indemnitee for reasonable attorneys' fees, as well as Indemnitee's employees' and contractors' time and materials spent responding to such third party subpoena or other compulsory legal order.

E. Customer will defend, indemnify, and hold harmless SHI, its affiliates, licensors, and vendors, and each of their respective employees, officers, directors, and representatives from and against any claims, costs, damages, fines,

penalties, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's use of the Service Offerings; (b) breach of this Agreement or violation of applicable law by Customer; (c) or Customer's Content or the combination of Customer's Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer's Content or by the use, development, design, production, advertising or marketing of Customer's Content.

Article 9 - Limitation Of Liability

A. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES HEREUNDER, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS, LOSS OF ANTICIPATED USE, OR THE INABILITY TO USE TECHNOLOGY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (WHETHER BASED ON WARRANTY, BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY) AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

B. EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH ITS ACTUAL AND DIRECT DAMAGES UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL CUMULATIVE AMOUNT OF THE PRICE ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SHI UNDER THIS AGREEMENT FOR THE SIX MONTHS PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

C. THE PARTIES AGREE AND ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER AND ENTERING INTO THIS AGREEMENT.

D. NOTHING IN THIS SECTION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY SHI PURSUANT TO ARTICLE 4.A. HEREIN, ENTITLED "PRICE".

Article 10 - Force Majeure

A. Neither SHI nor Customer shall be liable, each to the other, for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, fires, floods, strikes, lock outs, epidemics, or unusually severe weather affecting Customer, SHI or its suppliers, or (2) causes beyond their reasonable control and which are not foreseeable, or causes beyond the reasonable control of their suppliers which are not foreseeable.

B. In the event of any such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay, and Customer shall have no obligation to make any payments to SHI during the period of delay. The Party experiencing the Force Majeure condition shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. SHI shall notify Customer promptly of any such delay and shall specify the effect on the Service Offering as soon as practical.

Article 11 - Termination

A. Termination for Convenience
Either Party may terminate this Agreement without cause and for its own convenience, as follows:

1. Customer may terminate this Agreement by
   a. Providing SHI notice, and
   b. Closing its account for all Service Offerings for which an account closing mechanism is provided.
2. SHI may terminate this Agreement and the Service Offerings by providing Customer thirty (30) days advance notice of such termination.

B. Termination for Cause.

1. By Either Party
Either party may terminate this Agreement for cause upon 30 days advance notice to the other Party, if:

   a. There is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30 day notice period. Customer's delinquency on its payment obligations shall constitute a material breach of this Agreement;

   b. Either party has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or

   c. The Parties' relationship with a third party partner who provides software or other technology used to provide the Service Offerings expires, terminates or requires a change in the way the software or other technology as part of the Services is provided.

2. By SHI
SHI may terminate this Agreement and the Service Offerings immediately upon notice to Customer, if:

   a. SHI believes, in its sole and reasonable judgment, that Customer's use of a Service Offering:

      1. Poses a threat to the security or performance of the SHI network or to any of SHI's clients, licensors or vendors;

      2. Could create a substantial economic or technical burden or material security risk for SHI;

      3. Is illegal, or that it misappropriates or infringes the property rights of a third party; or

      4. Has or will subject SHI or its affiliates, licensors, and vendors, to civil or criminal liability.

   b. Customer attempts to gain unauthorized access to computer systems (i.e., "hacking") using a Service Offering, or with assets used to provide or provision a Service Offering;

   c. Any act or omission by Customer results in a suspension described in Article 12 - Temporary Suspension, below;

   d. Termination is required to comply with the law or requests of governmental entities; or

   e. SHI, in its sole and reasonable judgment determines use of the Service Offerings by Customer or the provision of any of the Service Offerings to Customer has become impractical or unfeasible for any legal or regulatory reason.

C. Effect of Termination
Upon any termination of this Agreement:

1. All of Customer's rights under this Agreement immediately terminate;

2. Customer remains responsible for all fees and charges it has incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and

3. Customer will immediately return or, if instructed by SHI, destroy all AWS Content in its possession.

D. Post-Termination Assistance
Unless SHI terminates Customer's use of the Service Offerings for cause pursuant to Section B. of this Article, during the 30 days following termination:

1. None of Customer's Content will be erased as a result of the termination;

2. Customer may retrieve its Content from the Service Offering only if Customer has paid any charges for any post-termination use of the Service Offerings and all other amounts due;

3. Customer will be provided with the same post-termination data retrieval assistance that AWS generally makes available to all customers; and

4. Any additional post-termination assistance is subject to mutual agreement by the Parties.

Article 12 - Temporary Suspension

A. SHI may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice to Customer:

1. If SHI believes, in its sole and reasonable judgment, that Customer's use of or registration for the Service Offerings:

   a. Poses a security risk to the Service Offerings or any third party;

   b. May adversely impact the Service Offerings or the systems or Content of any other AWS customer;

   c. May subject SHI, its affiliates, or any third party to liability; or

   d. May be fraudulent.

2. Upon 15 calendar days' notice to Customer of any material default or breach of this Agreement by Customer, unless Customer has cured the material default or breach within such 15 day notice period. Customer's delinquency on its payment obligations shall constitute a material breach of this Agreement.

B. Effect of Suspension
If Customer's right to access or use any portion or all of the Service Offerings is suspended:

1. Access to the Service Offering will be unavailable in whole or in part during any suspension, and Customer may not have access to Customer's data;

2. Fees may continue to accrue during a suspension, and SHI may charge Customer a reinstatement fee following any suspension;

3. Customer shall remain responsible any applicable fees and charges for any Service Offerings it has incurred through the date of suspension and for which it continues to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;

4. Customer will not be entitled to any service credits under the Service Level Agreements during any period of suspension; and

5. Customer's Content will not be erased as a result of its suspension, except as specified elsewhere in this Agreement or the AWS online provisions.

C. SHI's right to suspend Customer's right to access or use the Service Offerings is in addition to SHI's right to terminate this Agreement as specified herein.

Article 13 - Notice

A. Any notice or demand under the terms of this Agreement which must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand, or sent by Email with receipt confirmation addressed to the persons identified in the On Boarding form. The effective dates of such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person.

Article 14 -Claims/Disputes/Governing Laws

A. This Agreement, and any claims or disputes arising out of or relating thereto shall be governed by the laws of the State of Washington, excluding conflict of law principles and the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of Washington in connection with any dispute or other matter arising out of this Agreement.

B. Each Party shall use commercially reasonable efforts to present any claim or dispute which either Party may have against the other, arising out of this Agreement (including any Exhibit hereto) in writing to the other Party not later than thirty (30) calendar days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim. In the event of any such claim

or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be negotiated between the Parties' senior officials who shall have decision making authority (but not direct responsibility for the administration of this Agreement), utilizing Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large Complex Commercial Disputes) as published at www.adr.org; provided however, that nothing therein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process.

C. If any claim or dispute arising hereunder is not resolved either Party may, upon giving the other Party at least ten (10) calendar days prior written notice, initiate litigation to submit such claims or disputes for decision by a court of competent jurisdiction of the choice of venue stated in A., above in accordance with the laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief).

D. Any remedies expressly provided for in this Agreement and/or available to either Party hereunder are cumulative and non-exclusive, and may be exercised concurrently or separately. The exercise of any one remedy shall not be construed to prohibit either Party from pursuing any and all other remedies that may be available at law, in contract, or in equity. The prevailing Party in any dispute and/or legal action brought hereunder shall also be entitled to recover all reasonable out of pocket costs and expenses (including, but not limited to, reasonable court costs and attorneys' fees) incurred as a result thereof.

E. Compliance With Laws

1. The Parties, their employees and representatives, shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations in regard to this Agreement and use of the Service Offerings.

2. Each Party shall be responsible for any costs, fines, penalties, awards, damages or other liabilities incurred by the other Party resulting from any violations of this Section by the responsible Party.

Article 15 - Miscellaneous

A. Assignment: Neither Party may assign, subcontract, or transfer this Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. However, either Party will have the right to unilaterally assign this Agreement and its rights and obligations under it, in whole or in part, to any present or future Affiliate or to any entity which acquires from it the operating assets to fulfill its obligations under this Agreement.

B. Headings: The captions and titles to articles and paragraphs of this Agreement are only provided for convenience only and have no effect on the nature, extent, construction and meaning of this Agreement.

C. Order of Precedence: In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:

1. Amendments to this Agreement, if any;

2. Links in this Agreement;

3. This Agreement; and

4. Documents incorporated into this Agreement in the order in which they are listed.
This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, invoice or other document submitted by the Parties, which are null and void with respect to this Agreement.

D. Referenced Documents: If documents are referenced, linked, or incorporated in this Agreement, they shall be read as originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Such documents shall have the same force and effect as if contained in their entirety.

E. Marks: The trademarks, logos and service marks ("Marks") displayed in association with this Agreement are the property of SHI or other third parties. Customer is not permitted to use the Marks without the prior written consent of SHI or such third party which may own the Marks. "SHI", the SHI logo, and the SHI Cloud logo are trademarks of SHI International Corp.

F. Construction: Notwithstanding the general rules of construction, both Customer and SHI acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

G. Survival: In the event of termination or expiration of this Agreement, the following Articles shall survive:
Article 5 - Confidential Information
Article 6 - Proprietary Rights
Article 7 - Warranties
Article 8 - Indemnity
Article 14 - Claims/Disputes/Governing Laws

H. Severance: Should any of these terms and conditions be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these terms and conditions and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions of SHI under this Agreement.

I. Execution : This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute this Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile transmission. Each Party acknowledges that the delivery hereof by facsimile will have the same force and effect as delivery of original signatures.

J. Entire Agreement: This Agreement represents the entire understanding of Customer and SHI with respect to the subject matter hereof and supersedes all prior oral or written agreements, communications and understandings between the two with respect to such subject matter.

K. The Service Offerings are provided by Amazon.com, a third party vendor not affiliated with SHI. For the latest AWS Service Offering list, refer to https://aws.amazon.com/about-aws/whats-new/.

L. Support Services: SHI Support Services are listed at https://www.content.shi.com/SHIcom/ContentAttachmentImages/SharedResources/Solutions/Cloud/AWS_Support_and_Managed_Services-Service_Guide.pdf.

M. Additional Obligations
By entering into this Agreement, Customer acknowledges that Customer's use of the AWS Service Offering is subject to the AWS Customer Agreement located at: http://aws.amazon.com/agreement. Where the terms read "Amazon Web Services, Inc,", "AWS," "we," "us," or "our", they shall mean "SHI", except that in paragraph 3.2, references regarding Safe Harbor participation and Privacy Policy apply to Amazon Web Services, Inc. and not SHI.

The AWS Public Sector Access Terms, a separate agreement between Customer and Amazon Web Services, Inc. shall also apply to the Service Offering. The AWS Public Sector Access Terms are currently located as follows:

(1) with respect to U.S. Public Sector Customers at the U.S. federal level, the access policy currently located at https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy.pdf; or (2) with respect to U.S. Public Sector Customers at the state or local level, the access policy currently located at https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Policy+(State).pdf.

Versions of the applicable Public Sector Access Policy may be updated by AWS from time to time and may be made available on any successor or related site designated by AWS.

City of Mesa, AZ

Contract # 2018011-02

for

Information Technology Solutions and Services

with

SHI International Corp.

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

I. Executed Contract
II. Mayor and Council Approval
III. Supplier Response
IV. Original RFP

mesa·az

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Ave Somerset, NJ 08873
Remit Address	PO Box 952121 Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	Meghan.Flisakowski@shi.com
Phone	512-517-4088
Fax	732-652-6599
Website	www.publicsector.shidirect.com/

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **SHI INTERNATIONAL CORP**, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Term. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023.** The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see **Exhibit C**, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work**. The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions (Exhibit C)
      2. Pricing (Exhibit B)
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor's Response

5. **Payment**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of Service or delivery of Product;
g. Description of Products or Services provided;
h. If Products provided, the quantity delivered and pricing of each unit;

i. Applicable taxes; and
j. Total amount due.

6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.8.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("VAR") of Products, not the Original Equipment Manufacturer ("OEM") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("OEM Product Warranty"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions**. Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits**. All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work / Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

19. **Headings**. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA	SHI INTERNATIONAL CORP.
By:	By:
Edward Quedens	Cassie Skelton
Printed Name	Printed Name
Business Services Director	Contracts Manager
Title	Title
2-27-18	2/27/18
Date	Date

REVIEWED BY:

By:

EXHIBIT A
SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
   a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
   b. Have a strong national presence as a computer solutions provider.
   c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
   d. Have a demonstrated sales presence.
   e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
   f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

   a. Online
   b. Telephone
   c. Fax
   d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

   a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

   b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

i. Comprehensive Product Offering: Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.

j. Financing: Options available such as lease programs and conditional sales contracts.

4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
3)	Group 3 - Output Devices	16) Displays	4.50%	SHI's Full Catalog of Output Devices
		17) Printers	4.50%	SHI's Full Catalog of Output Devices

		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
		56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
		174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other

		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

		195) iPAD / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPAD	4.00%	SHI's Full Catalog of Other
		233) iPAD	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmountain Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

		255) Flat Wall Mounts	4.00%	SHI's Full Catalog of Other
		256) Mount Accessories	4.00%	SHI's Full Catalog of Other
		257) Pole Display	4.00%	SHI's Full Catalog of Other
		258) Stands / Carts / Feet	4.00%	SHI's Full Catalog of Other
		259) Tilt Wall Mounts	4.00%	SHI's Full Catalog of Other
		260) C-Cure Products	4.00%	SHI's Full Catalog of Other
		261) Istar Products	4.00%	SHI's Full Catalog of Other
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**
		Design and Analysis	$ 125.00	4%
		Configuration	$ 165.00	4%
		Implementation	$ 185.00	4%
		Installation	$ 185.00	4%
		Training	$ 99.00	4%
		Maintenance & Support	$ 99.00	4%
		All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract.		

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

   iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, indirect, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.

    Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

    d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **(RESERVED)**

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

mesa·az
OFFICE OF THE CITY CLERK

COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT	COUNCIL ABSENT	OFFICERS PRESENT
John Giles	None	Christopher Brady
David Luna		Dee Ann Mickelsen
Mark Freeman		Jim Smith
Christopher Glover		
Francisco Heredia		
Kevin Thompson		
Jeremy Whittaker		

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at $88,500, based on estimated usage.

*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at $54,000, based on estimated usage.

*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at $502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at $1,435,319.57 annually; Zone 2, at $959,183.45 annually; Zone 3, at $974,364.20 annually; and Zone 4, at $1,221,738.22 annually; based on estimated usage.

*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed $100,000 annually, based on estimated usage.

*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at $50,876.25.

*5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately $500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at $3,100,000 annually, based on estimated usage.

*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at $100,000, based on estimated usage.

*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at $400,000 annually, based on estimated usage.

*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at $146,670.49. This purchase is funded by Local Streets Sales Tax.

*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at $176,764.77. This purchase is funded by Local Streets Sales Tax.

*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at $100,000, based on estimated usage.

*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed $153,000, based on estimated usage.

*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at $35,000, based on estimated usage.

*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of $120,302,333 and authorize a change order allowance $6,015,117 (5%) for a total project amount of $126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is $72,229,521 and is funded by 2014 authorized Wastewater Bonds.

*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of $1,394,294.67, and authorize a change order allowance in the amount of $139,430 (10%), for a total amount of $1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of $149,494, plus an additional $14,949 (10%) as a change order allowance, for a total amount of $164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of $600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.

*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept $1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.

*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.

*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of $100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.

*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated $54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.

*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres). KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ

JOHN GILES, MAYOR

ATTEST:

DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

DEE ANN MICKELSEN, CITY CLERK

js

National Cooperative Contract

National Intergovernmental Purchasing Alliance Company

Information Technology Solutions

SHI International Corp.
290 Davidson Avenue, Somerset, NJ 08873 • 888-764-8888 • SHI.com

October 23, 2017

National IPA
City of Mesa
702 Capitol Avenue, Room 095
Frankfort KY 40601

Dear Ms. Williams:

Thank you for providing SHI the opportunity to participate in the City of Mesa's Request for Proposal for Information Technology Solutions and Services.

Before you read our response, please know that the soul of our company is supported by thousands of empowered employees who work together to determine the best course of action for our customers. We are a privately-owned company, and as such, our customers are our most valued shareholders. We are honored to have the opportunity to work with the City of Mesa. We have been pleased to work with the City for your software needs and other IT purchases over the last 6 years, and we will work diligently to ensure that this long-term relationship continues to provide value for you.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other* vendors *may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In response to your bid requirements, we have provided our cost response under separate cover. If you have any questions regarding our response, please feel free to contact me or any of your SHI Team Members, introduced in our Letter of Transmittal.

Thank you again.

Sincerely,

Meghan Flisakowski
Public Program Manager

Table of Contents

TAB 1 - Letter of Transmittal. 3
TAB 2 - Program Description AND Method of Approach. 6
Attachment D - Supplier Qualifications 6
Company 6
Distribution, Logistics 13
Marketing and Sales 18
TAB 3 - Pricing Forms 61
TAB 4 - Qualifications. (Abilities, Experience and Expertise). 62
TAB 5 – Technology. 73
TAB 6 - Other Forms. 95
Attachments 96
D&B Report 96
Partners 97

TAB 1 - LETTER OF TRANSMITTAL.

A brief letter of transmittal should be submitted that includes the following information:

1. *The Respondent's understanding of the work to be performed.*
2. *A positive commitment to perform the service within the time period specified.*
3. *The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.*

SHI Response:

SHI thanks you for the opportunity to participate in The City of Mesa's/National IPA's solicitation for Information Technology Solutions and Services. We are confident that our deep commitment to those we serve will prove a strong foundation on which the City of Mesa, National IPA, and SHI can build. We clearly understand the scope of work to be performed and, in the following pages, have provided a complete solution to your specific request, including:

- A detailed account of SHI's national presence and our strategy for educating our national sales force about the contract;
- A clear explanation of how products and services will be distributed to various locations throughout the City and marketed nationwide;
- An articulated plan describing how volume will be tracked and reported to National IPA;
- Detailed descriptions of product lines and services for City of Mesa and provided by SHI.

SHI's Commitment to City of Mesa

We are positively committed to perform successfully the services requested for an initial five year term from January 1, 2018 to December 31, 2022. SHI is proud to be ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers – a ranking that stems in part from our long-standing, excellent relationships with our customers and partners. Founded in 1989, SHI has cultivated an expert team that works collaboratively to ensure programs and projects are delivered on time, on budget, and far above expectations. With over 3,500 employees worldwide, including an organization dedicated specifically to the needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States. Our individual team members, dedicated to working for City of Mesa and National IPA, are what make SHI an exceptional choice for your Information and Technology Solutions and Services; your account team, which will stay loyally engaged with the City of Mesa and National IPA, is detailed below.

SHI's Team Approach

Putting our people in place to support the City of Mesa and National IPA is where we start. We believe that our team members must be empowered and have autonomy to respond to your requests. Additionally, we have ensured that your SHI support team has the training and resources they need to provide you with immediate, accurate, up-to-date information and the authority to take action for you whenever you need.

SHI has experienced tremendous growth in size and scope in response to our customers' expanding needs. Our organic growth, in conjunction with over two decades of stability, is successful because we

support a highly-skilled and tenured sales force with software-volume licensing experts, hardware procurement specialists, and certified IT services professionals.

As SHI has grown, we have retained the flexibility we are known for, in order to remain agile for our customers. For instance, we have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

The City of Mesa will have the support of the entire SHI team:

Denise Verdicchio: Senior Director of Public Sector Sales. Denise has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and directly supports her team in the public sector; she has executive authority to approve terms and resolve issues and responds to inquiries within 8 business hours.

Alison Turner: Regional Director, Public Sector West. Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.

Amelia Jakubczyk: Account Executive. Amelia develops relationships with representatives throughout City of Mesa in support of all the city's IT needs. Amelia will conduct face-to-face meetings to understand the city's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the city's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area and specifically with the City of Mesa for over 5 years and is excited to work with the city on this new endeavor!

Scott Garret: Contract Manager. Scott works closely with Amelia and the sales teams to ensure the sales teams are fully educated on the guidelines of the City of Mesa and IPA contract, including the reporting requirements. Scott will also work with the City and IPA to ensure we are providing necessary reports, accurately capturing the requested information, and to assist with any other contract-related requirements.

Inside Account Managers (IAM)—In partnership with the Account Executives in the field, our IAMs maintain direct relationships with you 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. IAMs execute the plan established by the Account Executives for City of Mesa. We will evaluate the team regularly and add members as needed to ensure exceptional customer service. The City of Mesa's dedicated Inside Account Manager Team consists of the following members:

Corrin Bennett (Inside Team Manager)
Phone: 732-652-0335
Fax: 732-564-8332

Rob DiGiovanni
Phone: 732-652-7408
Fax: 732-537-7287

EJ Williams
Phone: 732-652-6596
Fax: 732-537-7287

Jason Mitchell
Phone: 732-652-4710
Fax: 732-537-7287

Team Alias: teamarizona@shi.com

Detailed information on our national presence and how we will support National IPA members across the country are included in our response.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent $6.6m with SHI, mostly in software and other miscellaneous products.

Thank you again for the opportunity to show you why SHI is the best partner for City of Mesa and National IPA; we are eager to present our proposal to you, and we are confident that both the quality of our services outlined in our response and the deep level of our commitment to City of Mesa and National IPA will make us a convincing partner for your Information Technology Solutions and Services needs. We look forward to continuing to build upon our strong and successful relationship with the City of Mesa.

TAB 2 - PROGRAM DESCRIPTION AND METHOD OF APPROACH.

Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. ***Provide a response to the national program.***
    a. ***Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.***
    b. ***The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.***

SHI Response:

Immediately following is the response to Attachment D, Exhibit A and Attachment D, Exhibit B. SHI acknowledges the requirement to sign Attachment D if awarded the contract. We have provided our clarifications to terms and look forward to the opportunity to review and negotiate a mutually agreeable contract.

ATTACHMENT D - SUPPLIER QUALIFICATIONS

COMPANY

A. *Brief history and description of your company.*
B. *Total number and location of sales persons employed by your company.*
C. *Number and location of support centers (if applicable).*
D. *Annual sales for the three previous fiscal years.*
E. *Submit your FEIN and Dunn & Bradstreet report.*

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a $1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of $7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of $8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

Our breadth and depth of experience on Public Sector contracts of similar size and scope position us well for success as a partner with National IPA and the City of Mesa. Specifically for this contract, we are prepared to:

- Provide value by delivering an extensive catalog of items in each category accurately and efficiently;
- Offer consistent, aggressive pricing and world-class support to public entities regardless of size;
- Collaborate with National IPA to market this contract to public entities across the country.

With 28 years of experience supporting contracts that are similar in nature, complexity, responsibility, and scope to National IPA's request, we are ready to deliver on all of these requirements and more. SHI is able to provide our customers with full IT solutions, from commodity software and hardware to full end-to-end datacenter solutions. SHI offers a wealth of products, services, and resources which are all specifically in line with the requirements of this contract. This is, at our core, what we do – and the reason we will excel in the fulfillment of this contract more than other organizations who might have diverted focus. National IPA and City of Mesa users will benefit from SHI's laser focus on being the best at delivering the products and services they need, while continuing to keep our costs aggressive. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. We work constantly to understand your business and personnel and to stay current with your unique, evolving challenges.

Company Structure and Organization

SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and by geography. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is to be face-to-face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group, totaling over 150 professionals, is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, and product information.

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 and transparent communication with our customers. SHI Account Executives meet with the participating entities 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. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products, regardless of size.

SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher-ed institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. SM Sled is based out of our global headquarters in Somerset, NJ and consists of a team of 170 Inside Account Executives (IAEs) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
908-684-1389

SM SLED, Local Government

shi

WEST
Paul Marsicano
732-652-0839
Josh Reyes
732-652-0311

Inside Team
Billy Howarth
Chris Cabrera
David Morrison

Devone Bennett
Gregg Cambareri
Irene Cook
Joe Burst
Jonathan Koffler
Michael Klotz
Pete Garay
Sebastian Psak

SOUTHCENTRAL
Alan Frost
732-652-0290
Jess Crincoli
732-868-8731

Inside Team
Andrew Baicher
Ashley Marlo

Erika Korsak
James Impellizeri
Jemilah Alghali
Jessica Voa
Juan Martinez
Nick Corvino
Sloane Endick
Steve Katz

SOUTHEAST
Amanda Calimano
732-564-8362
Kevin Mariano
732-564-8516

Inside Team
Bryan Hunt
Bryan Thompson
Danielle Maloney

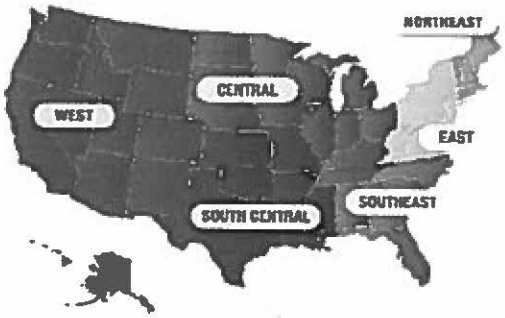
David Lloyd
Gary Wilson
Jim Grogan
Kaleigh Maffei
Lauren Rallis
Lou Malvasi
Pat Connolly
Vinnie Pini

Director, Small/Medium Public Sector, Enterprise - SLED
Steven Nemeth
732-537-7246

CENTRAL
Amy Catapano
732-652-0294
Chris Cashin
732-868-8821

Inside Team
Anthony Risorto
Charlie McClelland
Chris Costello

David Vieira
Garrett Cookson
Gurdeep Bhalla
John Mercuno
Michael Vassos
Pat Swinarski
Ryan Baicher
Ryan Brennan
Will Ricketts



NORTHEAST
Lauren Howlin
732-564-8505

Inside Team
Kayla Williams
Kristen Goers
Monique Chedid
Parker Jensen
Thomas Flatley
Tylere Daniel

EAST
Dan Sutton
732-564-8223
Kevin VanBuskirk
732-652-0271

Inside Team
Alex MacDonald
Brianna Jack
Chris Rebele
Dan Nemeth
Dianna Lee
Gabriella Viola
Jeff Prudente
Kevin Gordon
Kwame Eshun
Mat Schenck
Samantha Rebimbas
Tom Monks

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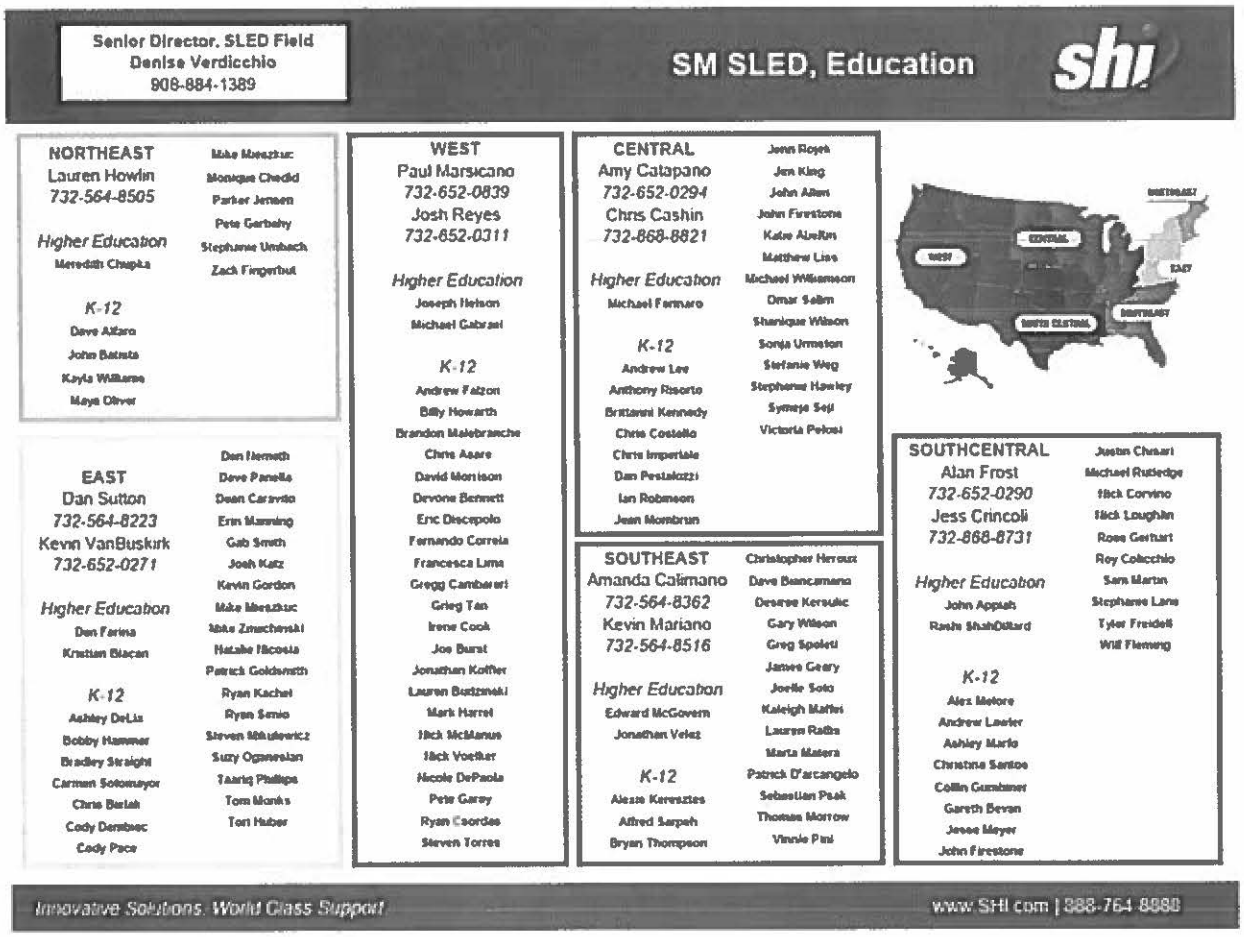


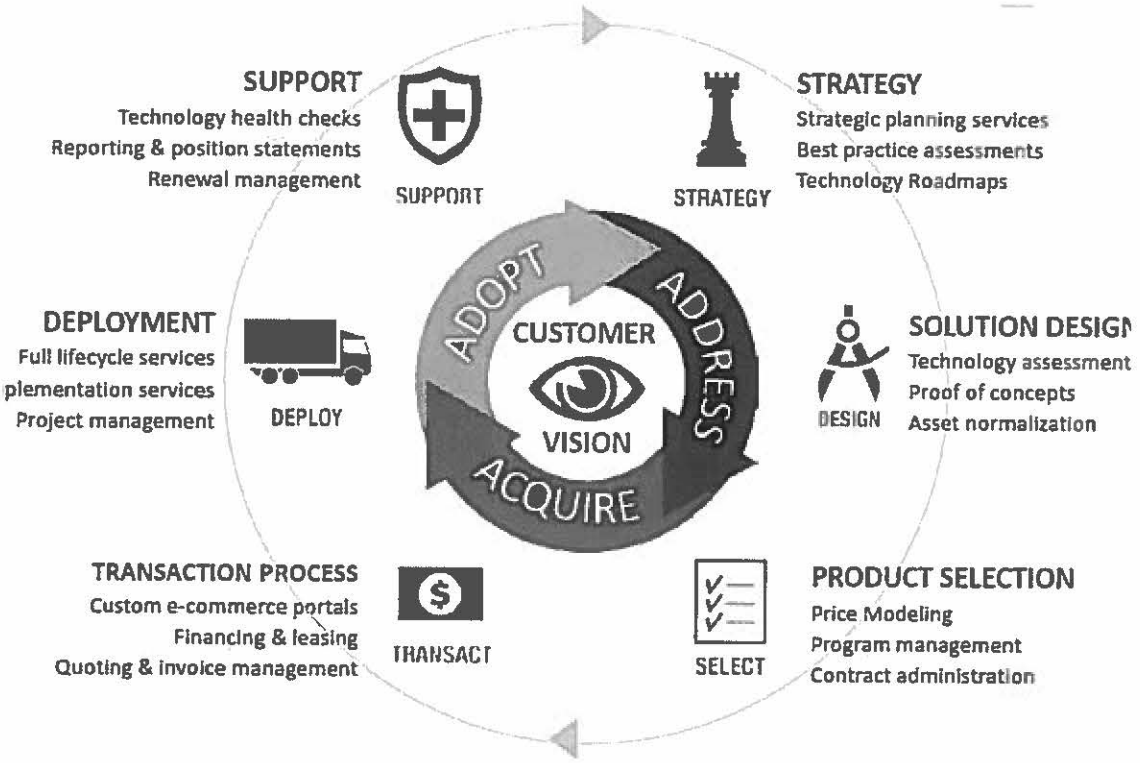
Sales Support Organizations

SHI has the largest team of Software and Licensing Specialists in the industry who are prepared to support our customers and our sales teams in whatever manner possible. SHI has the expertise in managing the varied features of the Publisher Licensing Programs; our award-winning team of Software and Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

Over the past decade, IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to this, and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor-neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white

boarding, proof of concepts, and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.



Annual Sales

	2014	2015	2016	2017 YTD
K-12 (public & private), Educational Service Agencies	160,000,000	200,000,000	232,000,000	203,000,000
Higher Education Institutions	190,000,000	245,000,000	249,000,000	222,000,000
Counties, Cities, Townships, Villages	345,000,000	400,000,000	465,000,000	354,000,000
States	530,000,000	600,000,000	674,000,000	530,000,000
Private Sector	4,640,000,000	5,211,000,000	5,821,000,000	4,680,000,000
Total	**5,865,000,000**	**6,656,000,000**	**7,441,000,000**	**5,989,000,000**

FEIN and D&B

SHI FEIN: 22-3009648

D&B Number: 61-142-9481 – SHI has included a copy of our D&B report as an Attachment to this response.

DISTRIBUTION, LOGISTICS

A. *Describe how your company proposes to distribute the products/service nationwide.*
B. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*
C. *Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.*
D. *State any return and restocking policy and fees, if applicable, associated with returns.*
E. *Describe the full line of products and services offered by your company.*

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing. All products will be offered to National IPA members at or below bid pricing for the life of the contract.

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy, in which case we note this to the customer. In order to request a return, a customer first contacts the customer's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the customer/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the IPA customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit the customer's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the customer, who signs and returns the form. To help simplify and expedite the process, SHI takes care of the rest – processing the letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

SHI has a diversified product line that includes a broad range of computer products and services. Leading manufacturers have established SHI as an authorized partner. If awarded, National IPA contract users will benefit from having access to one of the most extensive IT product catalogs in the industry. The following lists contain a snapshot of some of the manufacturers whose products SHI is authorized to sell. If, by chance, we are not authorized for a specific product line that is of interest to a member, we will work with the manufacturer to become authorized. Upon award, we will work with National IPA to create a catalog inclusive of all products/partners that you would like to include.

Hardware and Software Partners

acer, Acronis, Adobe, airwatch by vmware, amazon web services, APC, Value Added Reseller, Attachmate, AUTODESK, AVAYA, belkin, Bitdefender, BlackBerry, box, C2G, ca technologies, Check Point, CISCO, CITRIX, COMMVAULT, cradlepoint, CYLANCE, DELL, DELL EMC, erwin, eset, f5, FORCEPOINT, FORTINET, FUJITSU, Good, Google, Honeywell, hp, Hewlett Packard Enterprise, IBM HARDWARE, IBM SOFTWARE, intel, IPSWITCH, ivanti, KASPERSKY, KEMP, Kingston, Lenovo, Lexmark, LogRhythm, Malwarebytes, McAfee, MICRO FOCUS, Microsoft, Microsoft Surface, mimecast, MobileIron, NetApp, netfn, Novell, NUTANIX, ORACLE, paloalto, Panasonic, Parallels, plantronics, Polycom, proofpoint, PURESTORAGE, Quest, redhat, RSA, Safeware, SAMSUNG, SanDisk, SAP Business Objects, solarwinds, SONY, SOPHOS, Sun ORACLE, SUPERMICRO, Symantec, tenable, TOSHIBA, TREND MICRO, TRIPP-LITE, UNITRENDS, veeam, VERITAS, ViewSonic, vmware, xerox, ZEBRA

Mobility

airwatch by vmware, Value Added Reseller, BlackBerry, Good, Honeywell, hp, JAMF software, MobileIron, MOTOROLA SOLUTIONS, Safeware, SAMSUNG

Emerging Partners

ABSOLUTE, Accellion, Acronis, alteryx, ALTOVA, arcserve, Atlassian, Barracuda, BeyondTrust, Bitdefender, bluebeam, bmc, BOMGAR, CARBON BLACK, Cherwell, CODE42, Condusiv Technologies, COREL, cybereason, DataGravity, DATAWATCH, docker, DocuSign, druva, Entrust Datacard, Extensis, FireEye, FIREMON, GFI, globalscape, Hootsuite, Infoblox, INFRAGISTICS, intuit, ivanti, KnowBe4, MicroStrategy, Minitab, NetMotion, New Relic, nitro, NUANCE, Parallels, Pulse Secure, Qlik, RAPID7, redgate, SKYBOX, SMARTBEAR, SONICWALL, SPARX, splunk>, STEALTHbits, StorageCraft, tableau, TANIUM, TechSmith, think-cell, thycotic, tracker, tripwire, VANDYKE, VARONIS, VISION, WatchGuard, WINMAGIC, ZERO TURNAROUND, ZOHO

Security

Bitdefender, ca technologies, Check Point, CISCO, eset, KASPERSKY, LogRhythm, McAfee, paloalto, proofpoint, RSA, SOPHOS, Symantec, tenable, TREND MICRO, FORCEPOINT

Accessories

3M BELKIN. C2G. CODi ERGOTRON GRIFFIN
INCIPIO Jabra GN Kensington logitech Otter
plantronics. StarTech.com

Display Solutions

acer ASUS InFocus LG NEC ViewSonic

Sourcing Non-Standard Products

SHI is committed to sourcing any product that our customers consider standard. In fact, one of our greatest strengths as a reseller has been our ability and willingness to source and purchase any product on our customers' behalf. This process is fast and efficient. SHI allows our Inside Account Managers to source products themselves, and to add them to SHI's product catalog without the assistance of another department. This means that a customer can request a product that does not currently exist in SHI's catalog, and that your Inside Account Manager will provide pricing and enter the customer's order within hours, rather than days.

MARKETING AND SALES

A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:*
   i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
   ii. *Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days*

SHI Response:

SHI realizes the value of partnering with a widely respected organization like National IPA. Upon award this partnership would be immediately announced to the entire company, starting with our President and CEO, Thai Lee. This would be done via email to Thai along with the rest of the SHI Leadership, both sales and internal support. In addition, we would post an article on SHI's internal sharepoint site and announce on our upcoming all hands call.

SHI has retained a small business feel despite our growth. Denise Verdicchio, Sr. Director of Public Sector has worked for SHI for 22 years. She is personally working on this response and will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. She, along with the rest of the Public Sector leadership, is fully committed to the success of this contract. National IPA and its members will benefit from this personal touch and commitment to success.

Ongoing training of our sales force on this contract will be critical to our success. Within the first week of award, SHI plans to have a call including all of our Public Sector Senior Leadership and Public Sector Marketing team as well as the appropriate sales, marketing, and contract personell for National IPA to create a specific design to enable our entire sales team. Discussion points will include:

- Train and enable all SHI Public Sector Field Account Executives and leadership
- Train and enable SHI's SM Sled Inside Account Executives and leadership
- Announce contract strategies such as social media, targeted email blasts, and press releases
- Facilitate current member market strategy
- Facilitate perspective member market strategy
- Create ongoing marketing plans.

We respectfully suggest having weekly touch point calls with Denise and the Public Sector marketing team until the contract is officially launched. Continuing monthly review calls over the life of the contract will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Exectutives live all over the country, we find the most efficient way to conduct traning and enablement is with regional webcasts. There are on average 20 Account Executives per region so this will allow each call to have a more collaborative feel and allow for in-depth questions and answers.

We would love to have National IPA conduct live traning sessions at our global headquarters in Somerset, NJ for our SM Sled organization as well as any local Account Executives. In addition, we would welcome the opportunity to present SHI's overall capabilities to the National IPA team.

SHI would expect this initial training to take place within the first 60 days of contract award. From there, we can work closely with National IPA to create an ongoing training plan, including quarterly touchpoints with the Regional Teams. We would like to include the National IPA team on future in-person meetings to facilitate better relationships between our sales organizations.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

iii. *Creation and distribution of a co-branded press release to trade publications*
iv. *Announcement, contract details and contact information published on the Supplier company website within first 90 days*
v. *Design, publication and distribution of co-branded marketing materials within first 90 days*
vi. *Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
vii. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.*
viii. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
ix. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
x. *Dedicated National IPA internet web-based homepage on Supplier website with:*
    - *National IPA standard logo;*
    - *Copy of original Request for Proposal;*
    - *Copy of contract and amendments between Principal Procurement Agency and Supplier;*
    - *Summary of Products and pricing;*
    - *Marketing Materials*
    - *Electronic link to National IPA's website including the online registration page;*
    - *A dedicated toll free number and email address for National IPA*

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via

National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the National IPA team, alongside Denise and the entire Public Sector leadership team, will work with the following people on this team in creation and execution of this marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Create a co-branded press release and work quickly to distribute to agreed-upon trade publications
- Post announcement along with contract details and contact information to www.shi.com
- Begin design of co-branded marketing materials including print, electronic, email, and presentations
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads
- Create social media strategy
- Design and implement National IPA secured website on www.shi.com including National IPA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective National IPA members
- Implement initial social media strategy

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series
- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next ninety day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. National IPA has our commitment to participate at specified shows as well as looking for additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside National IPA suppliers. We are happy to assist National IPA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with National IPA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). The State is welcome to attend these at no additional charge.

Custom Events - SHI will help National IPA coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - http://blog.shi.com/. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

Immediately following is a sample marketing plan.

1. Overview

SHI has transformed itself from a $1 million "software-only" regional reseller into a $7.5 billion global provider of information technology products and services. From software and hardware procurement to deployment planning, configuration, data center optimization, IT asset management and cloud computing, SHI offers custom IT solutions for every aspect of your environment. Privately-held and under the guidance of our current ownership since 1989, SHI's goal is to foster long-term and mutually-beneficial relationships with our customers and partners every single day.

With 3,500 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the United States and is ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers.

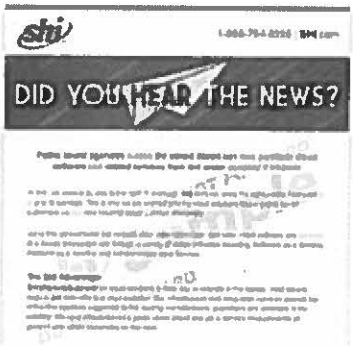
SHI has a dedicated Public Sector sales force focused on selling solely to state and local government, K-12 schools, and higher education institutes. Digital Learning is one of SHI's core vertical sales initiatives for our education team, making a long-term relationship with National IPA a natural fit.

2. Potential Marketing Strategies

Social media SHI has an active presence on Twitter, LinkedIn, Facebook, and Instagram. We closely follow industry trendsetters and advertise new services, agreements, and relevant articles as they relate to our customers. We also use these platforms to amplify SHI Blog articles about new buying vehicles for SHI and our customers.

Targeted email blasts SHI's marketing team can create HTML email templates designed to inform thousands of targeted proprietary contacts about new contracts.

Ongoing enablement training for our K-12 sales force. Via our regularly scheduled roundtable calls, internal newsletters, live webinar trainings and in-person presentations, we strive to familiarize our sales reps with all new offerings so they are prepared to serve our customers. Additionally, we offer live webinars and trainings for our customers when relevant to keep them abreast of the latest IT news.



2. Potential Marketing Strategies (Continued)

Press Releases SHI uses our corporate website (SHI.com) and Business Wire to make important announcements, including occasionally highlighting strategic new contracts.

Events SHI attends and supports a plethora of events, often spearheaded by local SHI AEs to educate our customers on our resources. These include but are not limited to: co-sponsored regional IT events, road shows, customer-facing conventions, and webcasts.

These types of events allow SHI to market key differentiators to our clientele, including purchasing cooperatives such as National IPA.

Education-specific trade shows/conferences SHI attends many of the top trade shows in the education industry, and we use these opportunities to highlight key resources available to us to our customers, including education contracts.

The biggest of these shows is ISTE, the most comprehensive educational technology conference in the world for the past 30+ years with 18,000+ attendees.

SHI Blog and SHI.com Our subject matter experts, account executives, and partners contribute stories regularly to our customer-facing blog, informing them on insights, trends, and challenges impacting the IT industry today. We measure each post's impact through best of breed SEO and web analytics practices. Since our blog has a wide-ranging audience, our Public Sector marketing team is included in writers' meetings to ensure that we are effectively reaching our government and education-specific customers.

We have dedicated contract pages on our public-facing website highlighting key contract vehicles.

3. Closing Statement

SHI's National IPA contract provides us with the ability to continue servicing public sector together. SHI has demonstrated its distribution capability in generating revenue, creating interest for partner products and in transforming the way our mutual customers build, deliver and consume information technology. We have everything it takes to be successful in supporting this contract.

B. *Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

SHI Response:

SHI realizes that the transition process is essential to National IPA's success. Below, please find a brief explanation, along with visual support, of SHI's collaborative process. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes six (6) areas of focus to help ensure National IPA's transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. Non e-Procurement Site Implementation: SHI.com

For each of these six areas, SHI and National IPA will work collaboratively on identified tasks to complete implementation of Information Technology Solutions. The breakdown of these tasks is outlined below.

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Manufacturer Supply and Pricing Agreements	Create a contract/agreement document in the SHI System Identify source(s) of supply Request/plan for routine product/price updates from any non-automated price feed from manufacturer Set up customer specific SKU's as applicable Create training/information documents on customer requirements for internal use Publish customer terms, pricing, contracts, and processes and policies to SHI's Internal SharePoint site for customer	Identify all existing customer/manufacturer agreements Submit letter to manufacturer naming SHI as agent/reseller for customer Identify customer policy for manufacturer selection and orders Identify any IT refreshes already in process so that SHI is able to best assist customer.

	Create customer-ready marketing efforts to inform all authorized purchases about the new contract begin request authorization process and identify SHI requirements for any applicable manufacturers	

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Product Standards	Work with manufacturers or distributors to set inventory levels, if applicable Flag standard products in customer catalog at item level Place first inventory order, if applicable Create process documentation and update to SHI internal SharePoint site Set custom fields for customer order entry to identify and capture order-specific information that City would like to maintain	Identify customer standards Forecast volume on any IT inventory requirements, if applicable Define non-standard request process for customer and SHI approval validation for processing, if applicable

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Dedicated Account Team and Team Tools	Introduce City of Mesa to its dedicated sales team	Identify any specific requirements for City
	Train all team members on pricing and terms for City of Mesa contract	
	Ensure that City of Mesa is aware of best customer-specific email alias for their use	
	Verify proper setup of team folders in Outlook	

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Custom/Customer Specific Reports	Define custom fields that City of Mesa may wish to capture	Define custom fields that City wishes to capture
	Establish reporting schedule	Establish reporting schedule
	Establish distribution list	Establish distribution list
	Validate custom fields transmitted in e-procurement and non-e-procurement orders	Establish report layout and report type/requirements
	Program data labels and list of values in order entry to capture information	
	Set order types: Standard, non-standard, replacement, expedite	
	Submit report requirements to Web Administration	
	Develop and test reports	

	Introduce and train City of Mesa on SHI reporting tools	
	Set user permissions	

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
Order Acknowledgement Customization	SHI account team customize in SCII	Define City of Mesa specific content
	Test order acknowledgement documents	Define intended recipients of notifications, such as Order of Acknowledgement

Area of Transition	*SHI Task to be Performed*	*National IPA (member) Task to be Performed*
SHI.com non e-Procurement site implementation	Define organization/site requirements (process flow)	Define organization/site requirements (process flow)
	Define system users and set up permissions	Define system users and set up permissions
	Design SHI.com customer specific implementation	Define approval process and billing process/requirements
	Define/build any additional catalog requirements	Define catalogue content
	Define SHI.com special verbiage requirements	Test system and processes
	Connect users to City of Mesa-specific catalogues	
	Conduct user demonstration and training sessions for City of Mesa	

C. *Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.*

SHI Response:

SHI acknowledges and can comply.

D. *Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:*

   i. *Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
   ii. *Best government pricing*
   iii. *No cost to participate*
   iv. *Non-exclusive contract*

SHI Response:

National IPA will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country.

SHI's Public Sector sales force will be actively promoting the availability of National IPA to customers and prospects across the country. With the assistance of our Public Sector marketing team, all leads that are generated will be followed up immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the National IPA logo and reference the required information as required by this RFP.

F. *Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA*
iv. *Knowledge of benefits of the use of cooperative contracts*

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed above, the sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the Public Agencies that can utilize this agreement, and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available for use.

G. *Provide contact information for the person(s), who will be responsible for:*

i. *Marketing*
ii. *Sales*
iii. *Sales Support*
iv. *Financial Reporting*
v. *Contracts*

SHI Response:

In order to provide the most seamless and efficient service to National IPA, we will be providing one primary point of contact. If other people are needed to address the situation, Scott will quickly make connections with the appropriate people and stay involved until the situation is addressed completely.

Scott Garrett
Public Sector Operations Specialist
732-868-5915
Scott_Garrett@shi.com

H. *Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

SHI **Response:**

As previously articulated, SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

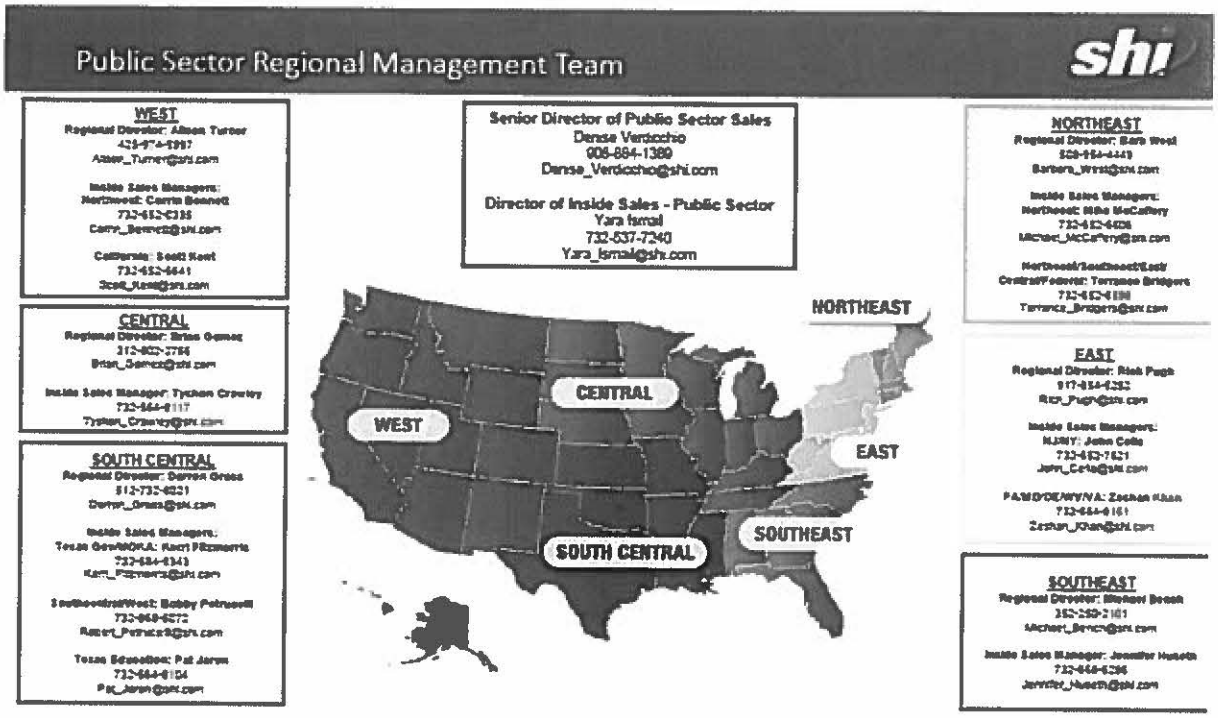
- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured by vertical and geography. We have over 120 Account Executives (AE's) who live and work in their territories. The emphasis is on having them be face to face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAM's). This group totaling over 150 professionals is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, product information etc.



Denise Verdicchio
Sr. Director Public Sector
908-884-1389
Denise_verdicchio@shi.com

Yara Ismail
Director of Enterprise Inside Sales – Public Sector
732-537-7240
Yara_ismail@shi.com

SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher education institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. This division is based out of our global headquarters in Somerset, NJ. This team consists of 170 Inside Account Executives (IAE's) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
908-884-1389

SM SLED, Local Government

shi

WEST
Paul Marsicano
732-652-0839
Josh Reyes
732-652-0311

Inside Team
Billy Howarth
Chris Cabrera
David Morrison

Devone Bennett
Gregg Cambareri
Irene Cook
Joe Burst
Jonathan Koffler
Michael Klotz
Pete Garay
Sebastian Psak

SOUTHCENTRAL
Alan Frost
732-652-0290
Jess Crincoli
732-868-8731

Inside Team
Andrew Baicher
Ashley Marfo

Erika Korsak
James Impellizeri
Jemilah Alghali
Jessica Vos
Juan Martinez
Nick Corvino
Sloane Endick
Steve Katz

SOUTHEAST
Amanda Calimano
732-564-8362
Kevin Manano
732-564-8516

Inside Team
Bryan Hunt
Bryan Thompson
Danielle Maloney

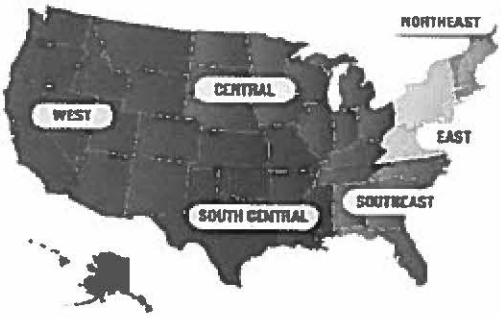
David Lloyd
Gary Wilson
Jim Grogan
Kaleigh Maffei
Lauren Rallis
Lou Malvasi
Pat Connolly
Vinnie Pini

Director, Small/Medium Public Sector, Enterprise - SLED
Steven Nemeth
732-537-7246

CENTRAL
Amy Catapano
732-652-0294
Chris Cashin
732-868-8821

Inside Team
Anthony Risorto
Charlie McClelland
Chris Costello

David Vieira
Garrett Cookson
Gurdeep Bhalla
John Mercuno
Michael Vassos
Pat Swinarski
Ryan Baicher
Ryan Brennan
Will Ricketts



NORTHEAST
Lauren Howlin
732-564-8505

Inside Team
Kayla Williams
Kristen Goers
Monique Chedid
Parker Jensen
Thomas Flatley
Tylere Daniel

EAST
Dan Sutton
732-564-8223
Kevin VanBuskirk
732-652-0271

Inside Team
Alex MacDonald
Brianna Jack
Chris Rebele
Dan Nemeth
Dianna Lee
Gabriella Viola
Jeff Prudente
Kevin Gordon
Kwame Eshun
Mat Schenck
Samantha Rebimbas
Tom Monks

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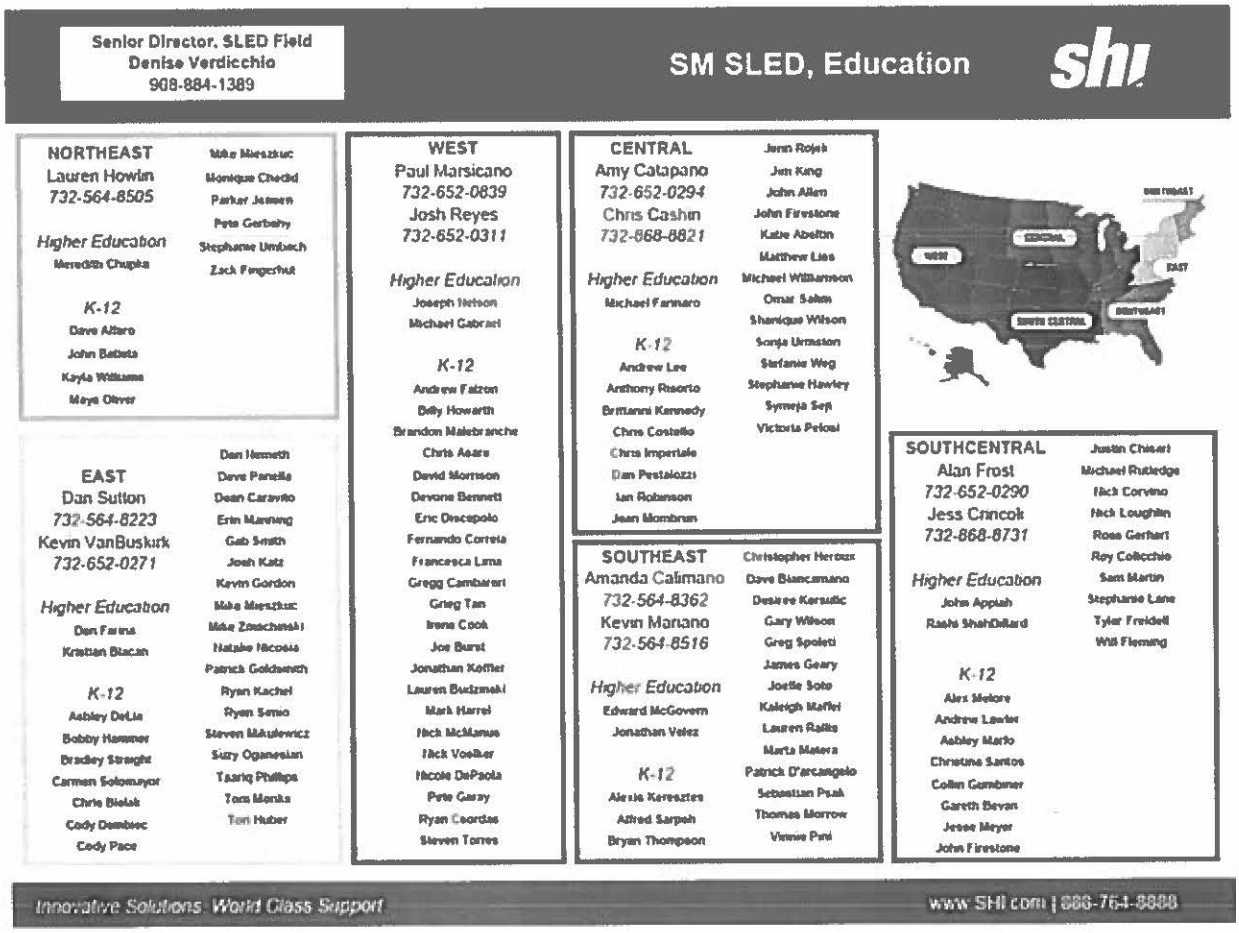

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

SHI Response:

SHI has extensive experience administering contracts of this nature, and we are confident that we will exceed the requirements of the Scope of Work and Terms and Conditions. We take great pride in our ability to administer the agreement to the maximum benefit of the contract users.

The SHI sales team will work in conjunction with the National IPA sales team to promote the Master Agreement to both existing participating Public Agencies and prospective Public Agencies. As detailed previously in this response, the SHI Sales team will receive in-depth and ongoing training on the Master Agreement. Public Sector sales leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we welcome joint sales calls with the National IPA sales team.

Scott Garrett, the dedicated National IPA Public Sector Operations Specialist, will coordinate regular communications with our sales team and actively follow up on all campaigns. He can quickly distribute leads and connect the National IPA team with their correct counterpart on the SHI sales team.

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 individual agency, city, county, township, school district and higher education institution.

J. *Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.*

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the following team members will collaborate with the National IPA team to create and implement the marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

Scott's main focus will be onboarding and growing the National IPA contract vehicle. He will be responsible for coordinating calls and other communications between SHI Leadership and sales teams and National IPA. Having Scott in place will help us to stay focused on our joint goals and also to review success as we go so we can make changes as needed.

We have previously discussed our marketing plans in this response and fully expect to continue to generate new marketing and sales campaigns to continue to drive business over the life of the contract.

When there is interest from a prospective public agency we will work quickly with National IPA to get their account set up and introduced to their account team at SHI. Having Scott Garrett as the primary point of contact will help to ensure that this process is seamless for the customer.

K. *State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

SHI Response:

Immediately following are our top 10 Public Agency customers. SHI can provide additional information upon request.

Customer Name	Invoiced Revenue	Buckets
Texas Seat Management	28,915,734.65	$50m - $100m
MN Office of Enterprise Technology	20,015,880.01	$50m - $100m
NJ New Jersey Information Technology	18,827,813.44	$50m - $100m
Atos Governmental IT Outsourcing Services, LLC	17,093,142.56	$50m - $100m
Louisiana Office of Technology Services	17,072,810.99	$50m - $100m
KY Technology, Commonwealth Office of (Cot)	16,978,802.17	$50m - $100m
NY Department of Health	13,400,486.55	$50m - $100m
City of New York NY	13,089,495.50	$50m - $100m
County of Harris	12,760,337.44	$50m - $100m
City of Houston	12,079,388.15	$50m - $100m

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

SHI Response:

Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure that the order is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the quote is within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.

Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.

Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order	S46482360
Order date	10/17/2017
Customer Account	1008214
Customer PO	18001750
Shipping Method	ESD
Customer Reference	
Payment	Net 30 Days

SHI Account Executive	Amelia Jakubczyk
SHI Account Manager	Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Opt! upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management– Enterprise–Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M	Qualys Public Sector Web Application Scanning - Module Price	1	923.20	923.20

Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate Distributor or Manufacturer. The orders are sent electronically and confirmed. All orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point we will reach out to the end user to discuss options.

Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.

Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an advanced shipping notification which will be emailed automatically upon shipping of the product(s). See an example of the ASN below.

Shipment Notification

Sent from SHI
Somerset, NJ Office 1-800-527-6399
www.shi.com

Order Date: 28 May 2014
SHI Order #: S12183345
PO # 15698

Ship To: Parkside Utility Construction
219 Rush Rd
Harleysville,PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14
Ship Via UPS Ground
Tracking # 1ZX71735030936565 43

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22673569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag)	1	1
		Config/Install		
		SHI CONFIG		
		Nothing ships for this virtual item		
27762697	DYCOM-IMAGE-2	Image Install Dycom - W7PRO Standard Laptop Image	1	1
		Config/Install		
		SHI CONFIG		
		Nothing ships for this virtual item		
28786815	J4P18US#ABA	E84Dg1u74800ujn2S8f-wchGlye Us	1	1
		Hardware		
		Hewlett-Packard		
		SN:CNU420CL8R Asset Tag:A2271456		

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* Thank you for your business! *
* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.

Federal tax ID: 22-3009648
290 Davidson Ave
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire Information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No. B07251775
Invoice date 10/19/2017
Customer number 1008214
Sales order S46482360

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
USA

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
USA
18001750/Jennifer Means

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/19/2017	Amelia Jakubczyk	18001750	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32631458 Q-E-PUB Optl upd via downld Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	0.00	0.00
32745136 Q-E-PUB-VM-M ESD Qualys, Inc.	Qualys Public Sector Vulnerability Management-Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631460 Q-E-PUB-VM ESD Qualys	Qualys Vulnerability Management--Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M ESD Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631461 Q-E-PUB-WAS ESD Qualys	Qualys Web Application Scanning--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	463.92	2,319.60
32745132 Q-VS Optl upd via downld Qualys, Inc.	Qualys Virtual Scanner--Annual Subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	923.20	4,616.00

We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting Department to correct.

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can accommodate changes to their preference at any time. Invoices will be sent only after the products have been delivered. Should we get an award, we would like to sit down with each National IPA customer to understand their requirements, typical acceptance procedures, and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications, proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry system, procurement system, and invoicing system are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

SHI Response:

Per addendum #2, this information is not required. At this time, SHI prefers not to guarantee sales as we have no history or data with which to accurately determine these numbers. We are open to working with National IPA on forecasts in the future.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the National IPA pricing and reported to National IPA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to National IPA in this proposal. For this reason we believe that responding with this pricing will be the most widely used strategy (as described in i.). If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to National IPA (as described in ii.). It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement (as described in iv.).

2. Provide a description of the product lines that can be provided by your firm.

SHI Response:

Currently, SHI collaborates with thousands of Hardware and Software partners and will provide National IPA access to the most extensive IT catalog in the industry. In addition, SHI continually adds vendors and products to our databases to allow our customers the most updated, comprehensive choices possible. We are confident that our flexibility, extensive product offering, and our willingness to evolve along with Public Agencies' changing needs, are unique strengths that SHI happily leverages for National IPA members. We will also reach out to new vendors upon request, or when we identify new technologies that we believe members will want to purchase.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to shift,

and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white boarding, proof of concepts and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.

To help with the selection of product, equipment, and services (whether it be a Laptop, Desktop, All-in-One, Tablet, or other device) the SHI Team provides National IPA members with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as to provide necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing National IPA members to procure the best products for their needs.

National IPA members will benefit from SHI's laser focus on being the best at delivering the products and services it needs, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Because we provide a neutral vendor approach – not valuing one vendor more than any other – and because we use our experience and breadth of knowledge to assist in finding the right technology to meet the specific requirements of your environment, we are confident we are the best choice as your IT Solutions Partner.

SHI included an overview of some of our top partners in our response to section 3.2 Distribution, Logistics we have also included an additional list in the Attachment section of this response. SHI is happy to provide additional information regarding partners or answer questions about procuring a specific product if needed.

3. *Provide a description of the services that can be provided by your firm.*

SHI Response:

In addition to an extensive product catalog, SHI offers a full range of services. Outlined below are some of the services SHI will work collaboratively on with National IPA members:

Software Procurement

- COTS
- Software Volume License procurement/management
- Contract negotiation and optimization assistance

End User Computing

- Mobility
- Laptops
- Tablets
- Desktops
- Systems Management

- Phones
- Unified Communications

Datacenter

- Servers
- Storage
- Networking Equipment
- Converged Infrastructure
- Cloud
- Colocation

Security

- Assessments
- HIPPA Security
- Vulnerability
- Security Posture Review (SPR)
- Penetration Testing
- Social Engineering
- Policy Creation
- Data Protection Solutions and Services
- Firewall/UTM/NGFW Implementation
- DLP/Encryption Implementation
- Video Surveillance

Lifecycle Services

- Acquisition
- Deployment
- Installation
- Data Migration
- OS Upgrades
- Support
- Recovery
- Integration Services
- Rack and Stack
- Advanced Configurations
- Mobile Device Configurations
- Asset Tagging
- Image Deployment
- Laser Etching
- Activations
- Kitting
- Integrated Add-on Components
- Custom Label and Packing
- Inventory Management

Connectivity Services

- Voice
- POTS
- Mobility
- UC Hosted PBX
- SIP/PRI
- Network and Data
- Ethernet/Fiber
- Wireless
- SDN
- PTP
- MPLS
- Cable/DSL
- Specialized
- Telecom Expense Management
- Service Provider Assessment

Microsoft Services

- O365
- Active Directory
- SCCM
- Skype
- Exchange
- SharePoint
- Windows

Other Services

- Project Management
- Auxiliary Services
- Partner Delivered

In addition to these myriad products and services, SHI can assist with technical evaluation of products as well. Evaluation may include full proof of concepts or simply obtaining evaluation units. In this way, we will enable National IPA members to make the best choices and scope each project appropriately. Beyond just offering competitive pricing for products covered under this contract, SHI will strive to help National IPA members to avoid costs associated with selecting the wrong technology, or with project delays due to incorrect scope. In addition, we will review buying programs and conduct price modeling to ensure that the technology you choose is being procured in the best way possible and at the most aggressive price.

4. *Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.*

SHI Response:

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

SHI International Corp is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). SHI is certified by the New York & New Jersey Minority Supplier Development Council of the NMSDC and recognized by the 24 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC). SHI is also a woman owned business and certified with the Women's Business Enterprise National Council (WBENC) and certified as a MWBE with California Public Utilities Commission (CPUC).

SHI International Corp holds current State Government Certifications in the following states, cities, or counties: Delaware, Indiana, Massachusetts, Missouri, New Jersey, Wisconsin, Virginia, North Carolina, Prince George's County, Maryland, New York City, NY.

In 2004, SHI launched an executive initiative to increase SHI International Corp presence in the minority business community and established a diversity business development program. An executive-level position was created to better meet the expectations of our customers for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully-staffed team dedicated to supplier diversity matters for our clients and vendor partners. Our team manages and distributes just over 175+ diversity spend reports to our clients today (see below). SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network which our internal operational requirements alongside accommodating our clients to meet their specific governmental,

educational and corporate diversity goals. In addition, we sponsor and support annually, on average, over 50 supplier diversity related events which include corporate client-sponsored events that value diversity spend opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

Diversity Spend Client Reporting

SHI tracks and reports 1st and 2nd tier spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses and makes these reports available to all customers that track such spend. As a 6.8 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2016 Percentage of Diverse Spend

Total Spend	SHI Addressable Spend	SHI Total Diverse Spend	% of Diversity spend
$6,449,294,928	$193,478,848	$104,302,045	53.9%

MBE Partner Network & Initiative

SHI has an active program to recruit minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses as "Go To" partners for both SHI internal services and Client Services requests. The success of this program is coupled with an executed Partner Teaming Agreement with several minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses, and we actively mentor several seeking to promote them not only internally, but also to other SHI customers. To date, these businesses have gained entrance to several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attended supplier diversity events with the sole purpose to recruit additional "Go To" minority-owned businesses.

Tier II Program

The growth, development, and mentorship of minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses is a commitment SHI regards as crucial to our major clients' continued success. Capturing and retaining the loyalty of our clients who value diversity spend is an integral part of our professional services strategy and one which has mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database using qualified certified minority, women, veteran and disabled/small disadvantaged/HUB Zone owned businesses where it complements our major clients overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to a vast number of our major business segment clients. Not only do we provide Tier I quarterly reports to 150+ clients, by customer request, we also provide Tier 2 reporting where the totals reflect a direct link to our customer procuring professional services through subcontract arrangement that is directly tied to the performed service for the client.

SHI understands there is value along with a continued commitment on your organization's part to help increase your Tier 2 spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. In support of this commitment, SHI International is in partnership with these diversity businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

SHI International Corp continues to remain committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

5. *Describe how your firm proposes to distribute the products/services nationwide.*

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer, and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

6. *Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.*

SHI Response:

SHI is not using any subcontractors as part of this contract; however if SHI needs assistance with distribution/delivery processes, SHI has an Elite Partner Network that we call upon for service delivery on occasion. We consider this partner network our "burst" partners for those times when we do not have the SHI FTE to deliver on a project.

SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where they are able do business. One of our top priorities is confirming that our partners' resources are certified for the work we are sub-contracting them to perform. Please note that our practice managers/SAs/Program Managers will be asking for proof of certification as needed.

We will inform National IPA in advance of any subcontractor that we intend to use.

7. *Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:*
    a. *How many orders are processed daily on an average*
    b. *How many devices does your facility configure daily on an average*
    c. *What is the highest number of orders processed in a single day*
    d. *What is the highest number of devices configured in a single day from the facilities described*

SHI Response:

As described above, SHI utilizes a network of distributors and partners. SHI's internal procurement team process an average of 6000 orders per day.

SHI Integration Center, Piscataway, NJ

- 400 orders for configuration, per day.
- 1800 units per day
- 3000+ is the highest number of orders processed in a single day
- Depending on the configuration and device types considered, we have processed orders for over 3000 in a day, and configured over 40,000 units in a month.

On average, our top three distributors process 21,000 orders per day with a max of 36,000 in a day at peak time

8. *State any return and restocking policy, and any fees, if applicable associated with returns.*

SHI Response:

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy and we have noted this on the quote. In order to request a return, a customer first contacts the City of Mesa's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the City of Mesa/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the City of Mesa customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit City of Mesa's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the City of Mesa customer, who signs and returns the form. To help

simplify and expedite the process, SHI takes care of the rest – processing the Letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

9. *Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?*

SHI Response:

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Upon award, we will work with the National IPA members to understand preferences and set up the account accordingly. We can accommodate changes to preferences at any time. An invoice will be sent only after the products have been delivered and accepted by the member. Should we get an award, we would like to sit down with the National IPA and each member to review any additional requirements and provide our recommendations based on best practices with other customers.

10. *Describe your delivery commitment:*
    a. *What is your fill rate guarantee?*
    b. *What are your delivery days?*
    c. *Do you offer next day delivery?*
    d. *How do you facilitate emergency orders?*
    e. *Are shipping charges exempt for ALL who use this contract?*
    f. *Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.*

SHI Response:

SHI relies on our extensive distribution network for the large majority of our shipments. On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

Most products are delivered within 2-5 days of being ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end-user of the exact delivery timeframe expected. Should this change, we will notify the customer immediately upon learning of any changes. We will communicate with the customer however they prefer but typically, communications of this type are done via email. Updates will be provided at least every 24 hours, or on an agreed upon time frame, until the product is delivered.

When there is a delay, SHI will provide any alternatives available. Alternatives may include a different distribution source, comparable products, cancelling the order, or potentially discounting to account for the delay.

Shipments are made Monday through Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before the cut off time

(dependent on time zone). SHI will handle shipping in the same way for any and all National IPA member, regardless of size and location. Standard shipping will be covered but special delivery requirements or expedited shipping may be subject to an additional charge.

If there is ever an issue with delivery, such as the wrong or defective products, the customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the "Request Return Authorization Number" section of the custom IPA website.

Describe the types of customer service available to agencies that use this contract:

a. *Is online support available?*
b. *Is phone support available?*
c. *Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?*
d. *How are problems resolved?*
e. *What are the location and hours of your call centers?*
f. *What response time is guaranteed when a customer service request is made?*
g. *Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?*
h. *Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.*

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and geographically. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is on ace-to-face connections with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

The field based Account Executives are responsible for meeting with their customers in person as often as possible and for the overall relationship between the customer and SHI. In addition, they can bring in resources as needed, be it SHI's own Field Solution Engineers or other subject matter experts or OEM specific resources.

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 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.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group totals over 150 professionals and is located in our global headquarters in Somerset, NJ. This team is also aligned to

match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there.

SHI's Inside Account Managers 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 expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. The IAMs all have experience working exclusively with Public Sector accounts and they are regionally assigned support for the customers.

The sales teams can be reached on line via the National IPA custom website or via email/phone.

Upon award, each National IPA member will be provided with information about the account team that is dedicated to support them. Following a support plan for City of Mesa. A similar plan will be put together to IPA members.

City of Mesa Support Information

City of Mesa Account Executive – Amelia Jakubczyk is the Field Sales Executive responsible for the overall relationship with the City of Mesa. Amelia will be the main point of contact for regular onsite visits, Quarterly Business Reviews, RFP's & Contracts. Amelia's contact information is below:

Amelia_Jakubczyk@shi.com **Office: (303) 723-5256; Mobile: (303) 882-8012**

***Inside Sales Team** – The Inside Sales Team is responsible for all daily quotes, orders & customer service requests. Their main goal is to provide customers with World Class Support. The City of Mesa is supported by the following team:*

- Rob DiGiovanni – Inside Account Manager
- EJ Williams – Inside Account Manager
- Jason Mitchell – Inside Account Manager
- Corrin Bennett – Inside Sales Team Manager

Email: TeamArizona@shi.com **Toll Free Number: (888) 711-2613**

Service Level Agreements (SLA's)

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
  - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

Tracking and Reliability

SHI is committed to providing World Class Support through reliable tracking and delivery of purchased technology.

- Customers can track their orders on www.publicsector.shidirect.com when supplying two pieces of information unique to their orders, such as their internal PO number and their email address
  - Once online, go to → My Account → Orders and Quotes → Order Status
  - Register your email and choose a password and gain access to your purchased orders
- Customers can also email their Inside Sales Team at TeamArizona@shi.com or call (888) 711-2613 for updates
- SHI supports customers across the country with business hours from 8am-8pm EST, with easy access to managers for additional escalation and support

Submitting Requests & Path of Escalation

- New Requests:
  - Email TeamArizona@shi.com or call (888) 711-2613
- Follow up on pending items within 24 hours of initial request:
  - Email TeamArizona@shi.com AND Corrin_Bennett@shi.com Team Mgr.
- Customer satisfaction issues:
  - Email Corrin_Bennett@shi.com AND Alison_Turner@shi.com

SHI Management Team

- Corrin_Bennett@shi.com – Inside Sales Manager – West Region (732) 652-0335
- Alison_Turner@shi.com – Director of Public Sector West Region (425) 974-5997
- Robert_Petrucelli@shi.com – Sr. Inside Sales Manager – Public Sector (732) 868-6072
- Yara_Ismail@shi.com – Director of Inside Sales – Public Sector (732) 537-7240

SHI realizes the need for timely information in order to keep projects moving forward. The first step will be clearly defining SLAs that meet the needs of National IPA members. As requested, SHI has outlined the following SLAs. If awarded, the SLAs will be reviewed and mutually agreeable standards established.

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
    - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

SHI provides support to our customers between the hours of 8:00AM – 7:00PM in every time zone. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. In addition, your custom web catalog is available 24 hours per day, 7 days per week.

Problems are typically escalated to management for immediate review and action. Customers are provided with a Path of Escalation, to ensure they can engage with management on any pending items or issues which may arise. If customers are unable to locate their Path of Escalation, they can click on the link at the bottom of all IAM email correspondences, which reads "***How was my service? Contact – Senior_Management@shi.com***". This will also escalate all issues directly to Senior Management for immediate action.

Once an issue has been escalated, management will set up a call to help get all affected parties on the same page, and follow up with regular updates until resolution.

We are including a sample escalation path for City of Mesa. Each IPA member would receive an escalation path that includes their specific team information.

Escalation Point	Responsibilities	Response Time
Inside Account Managers Rob DiGiovanni, EJ Williams, Jason Mitchell	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 Executive Amelia Jakubczyk	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 Corrin Bennett	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 Inside Sales Manager Yara Ismail	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 Alison Turner	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 Denise Verdicchio	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution.

SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the City of Mesa 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.

As part of our customer care, we encourage and actively solicit customer feedback. Our Director of Quality, Bernadette Hunsikcer, 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.

We have a World Class Support Incentive Program for IAMs who receive positive feedback from customers and partners. IAMs who receive three compliments will receive $150 to their net pay with unlimited payout potential. Compliments can be sent through the Senior_Management@shi.com email or in any form directed at complimenting the IAMs service and support.

SHI can hold inventory of products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer before a purchase is made.

11. Describe how your company will assist customers in navigating OEM warranty process.
SHI Response:

SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI can offer 3rd party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

12. Describe how your firm will notify customers of new products.
SHI Response:

In addition to aggressive pricing, will provide National IPA members with product and technology expertise to help ensure that you stay up to date on the latest technology changes, product roadmaps, product transitions, and current manufacturer programs. As a successfully functioning partnership is based on communication, SHI proposes scheduling regular review meetings with each customer. The purpose of these meetings will be to discuss all aspects of the partnership including but not limited to the following:

- Product Roadmaps
- Forecasting of Product Requirements
- Future Product and Services
- Industry trends and updates

SHI Account Executives are supported by our Hardware and Advanced Solutions and Software Licensing teams which consists of vendor-dedicated subject matter experts. This team not only ensures that we are delivering the most up to date product and technology information in a timely manner but also that we are providing access to the best pricing, programs, and levels available to National IPA members.

For example, a current trend in education is creating learning spaces that support creativity, collaboration, innovation, and critical thinking. Based on this trend, we provide ongoing facilitation to our sales teams around the latest technology specific to education. Our Account Executives then bring this information to their clients and help engage them in a conversation about how they can make use of this technology in their environment. We bring internal or partner-based resources to their doorstep to talk over product roadmaps and transitions and how these may impact future plans.

We publish content frequently. Our widely read blog (blog.shi.com) features articles about Public Sector focused technology, software publisher licensing programs, and more. Links to some recent blogs are included below:

https://blog.shi.com/solutions/3-educational-technology-resources-help-new-teacher/

https://blog.shi.com/software/what-education-customers-must-know-about-adobes-licensing-changes/

https://blog.shi.com/software/microsoft-extends-office-365-proplus-education-benefits/

https://blog.shi.com/hardware/classroom-upgrades-high-tech-teachers/

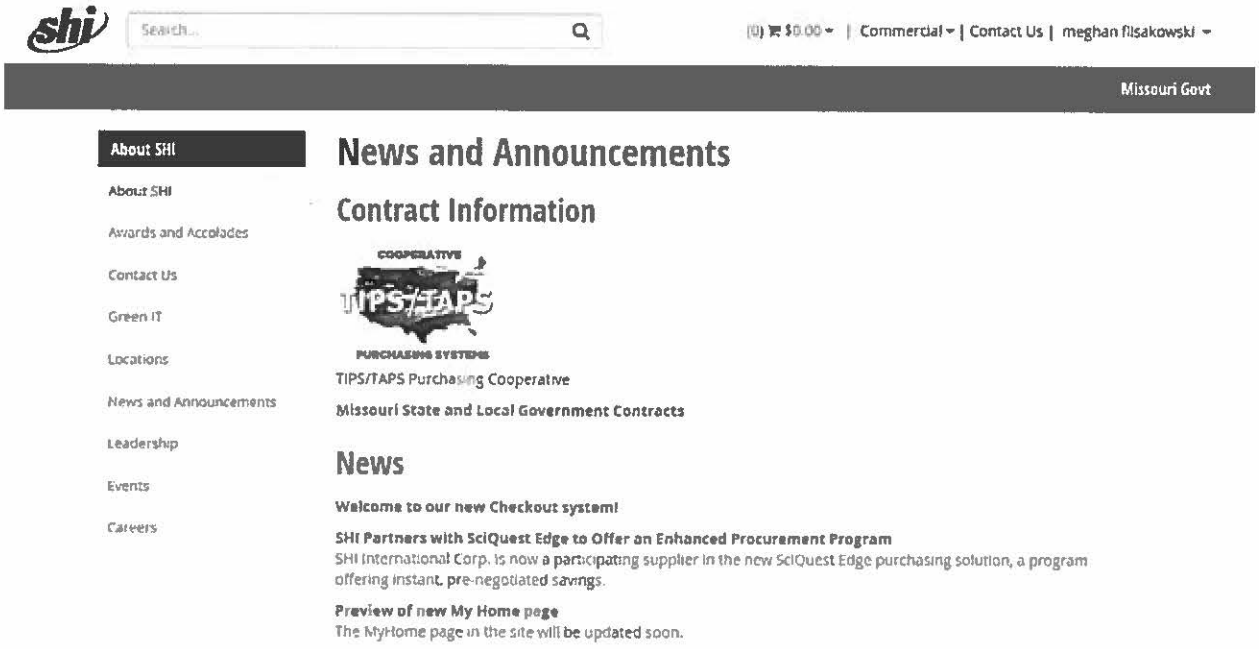
We have worked in conjunction with the Center for Digital Government and the Center for Digital Education to publish relevant articles such as a Guide to Choosing Digital Content and Curriculum, as well as sponsoring other quality content like the Top 10 Higher Ed IT issues of 2017.

http://www.centerdigitaled.com/paper/Guide-to-Choosing-Digital-Content-and-Curriculum-41458.html

http://www.centerdigitaled.com/higher-ed/Top-10-Higher-Ed-IT-Issues-of-2017.html

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, product end-of-life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the IPA/City of Mesa. SHI will notify IPA of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



In addition, SHI currently provides seminars and workshops to our public sector customers across the country. We will be pleased to do the same for National IPA and their members. In all cases, we will work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with the State as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop, held in 13 cities across the country, in which we discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). National is welcome to attend these at no additional charge.

Custom Events - SHI will help IPA and City of Mesa coordinate any event that they believe will be beneficial to the participating entities.

13. *Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).*

SHI Response:

We understand that a standard reaching end of life requires careful planning to avoid disruption. Our customers receive end of life information early via regular and transparent communication. Once a standard is identified as reaching end of life, we will meet with the customer to discuss options. These may include extending warranty through a third party and continuing to use the product, conducting a buy out and using those funds towards procuring new product, or transitioning/migrating to a new solution. We will engage the customer in a strategic planning session to offer all options and help determine the best course of action.

At times, having a product reach end of life presents a unique opportunity to save money. Your Account Team will monitor the lifecycles of your standard hardware. When a product is coming to End of Life, SHI can often purchase the products at substantially lower pricing. Your Account Team will bring these opportunities to the attention of the National IPA customer in order to determine the timing of the specials versus the timing in which the customer is looking to purchase the products. SHI can hold inventory for these products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer to help them make the determination whether an end of life buy-in is an appropriate cost saving measure.

14. *Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?*

SHI Response:

Technical support is not handled in the same manner as customer service. Typically, technical support is handled directly by the OEM/Publisher. In these cases, SHI can assist in getting the customer connected to the right person at the OEM/Publisher.

SHI does offer technical support/helpdesk services for an additional fee.

Customers don't always have, on staff, the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal head-count.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.

Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)

SHI Response:

Customer Innovation Center

The SHI Customer Innovation Center is an 8,000 square-foot secure data center that lets your team evaluate and compare how hardware, software and cloud technologies from various OEMs and providers will perform in your environment.

Compare state-of-the-art equipment from SHI's partners - or ship us your own - to design architecture and test proof-of-concepts while collaborating with your own staff or IT industry experts.

SHI has worked with some of our top partners to help make our vision of an independent, multi-vendor environment with technologies from leading manufacturers a reality. Manufacturers' products that are

part of the SHI CIC today include: HP, Dell, EMC, Cisco, NetApp, Veritas, APC, Tripp Lite, Eaton, Pure, Tintri, Nutanix, Lenovo, VMware, Microsoft, Brocade, qLogic, Emulex.

Customers can participate in:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects.

The CIC is staffed with trained team members who are knowledgeable on the products and the solutions. As technology advances and changes, the SHI CIC will follow ensuring that we have the products and demonstrations that our customers want to see.

When IPA/City of Mesa is ready to evaluate solutions and products, whether it is Virtualization, Cloud Integration, or the latest EUC products, your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

In addition, we coordinate Executive Briefing opportunities for customers as desired. In these cases, we partner with the manufacturers of interest and hold the briefing at their location. For instance, we have hosted customers at the Lenovo's Briefing Center in Raleigh, North Carolina, Microsoft's Briefing Center in Seattle, Washington, and Dell's Briefing Center in Austin, Texas.

Cloud Solutions

Organizations are moving the cloud faster than ever. Identifying workloads, improving cloud service levels and optimizing cloud performance are all challenges, and SHI has created a variety of services to assist with this transition.

DESIGN AND ARCHITECT CLOUD SOLUTIONS

PROOF OF CONCEPTS

Test, Demo and Evaluate Cloud Platforms or Apps in Alignment with your Business Objectives

- Microsoft Azure Proof of Concepts
- AWS Proof of Concepts
- Office 365 Proof of Concepts
- Google Demo and Testing Environment

CLOUD READINESS ASSESSMENTS

Identify & Allocate Cloud Workloads, Aligned to your Business Objectives

- Cloud Readiness Assessments
- Vendor Specific Planning Assessments

CLOUD COST & PERFORMANCE OPTIMIZATION

CLOUD OPTIMIZATION SERVICES

Insight into Cost and Usage Trends for Optimal Cost Savings

- Cost Management Services for AWS
- Cost Analysis for AWS

WORKSHOPS

Accelerate End User Adoption and IT Staff Efficiency

- Azure and Office 365 Discovery Workshops
- Customer Immersion Experience for End Users

CLOUD LICENSING SUPPORT

Understand BYOL to Maintain Compliance and Reduce Risk

- AWS Asset Tracking & Auditing
- 3rd Party License Guidance

INFRASTRUCTURE MANAGEMENT SERVICES

Architectural and Real-Time Operational Support

- Cloud Migration Services
- AWS Infrastructure Management
- Identity & Security Management
- AWS Managed Services

HEALTH CHECKS

Ensure Your Cloud Platform Delivers Value

- Performance Rightsizing Analysis
- Technical Business Reviews

HELPDESK & TRAINING

Training & Support for End Users and IT Staff

- Azure - Technical Readiness Training
- Azure - Instructor Led Training
- AWS - Tier 1 and 2 Technical Support and Guidance

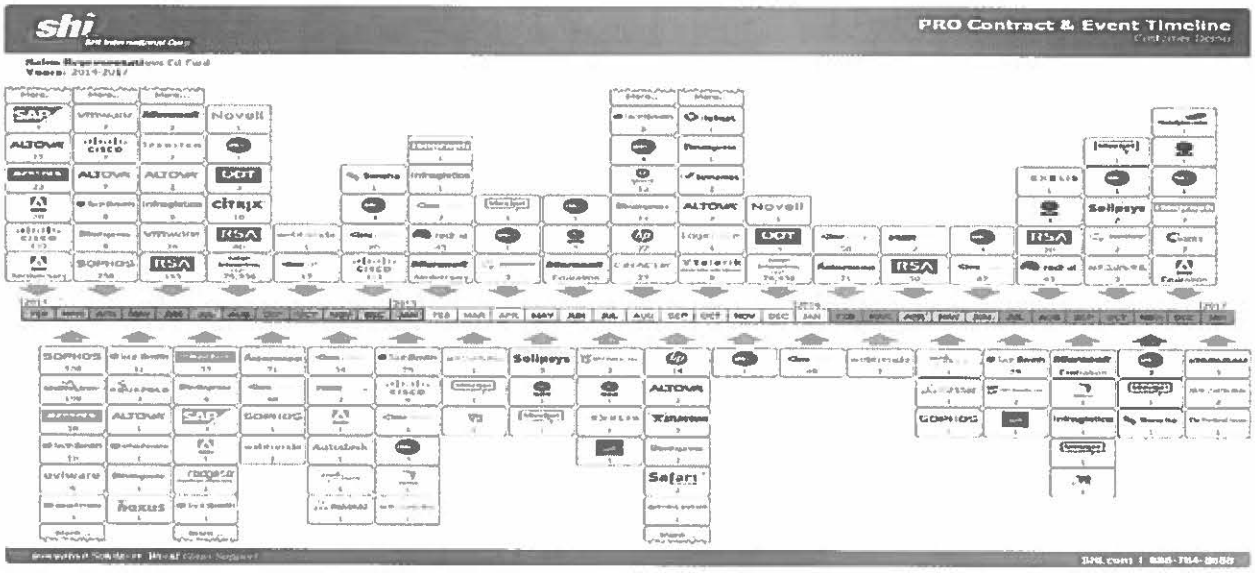
Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers' needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, 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. Each renewal box will contain information relelvant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO.

Through this tool we are able to offer National IPA/City of Mesa proactive management of maintenance, warranty, and support plans will safe both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the Commonwealth's renewal organizer. Quotes will automatically be sent to the Commonwealth 90 days before the expiration of the service. IPA's and City of Mesa's account team will them actively work with the end user to go over options. Regular follow up will continue until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Following is an example of what a customer can expect to see using the PRO Timeline:



In order to be able to provide this level of detail for our customers, SHI collects the maintenance expiration date in our order entry system each time a customer purchases product maintenance. Through our Renewal Organizer, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances SHI's Renewal Organizer service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. If City of Mesa takes advantage of our PRO timeline it will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with selecting a less-than-ideal buying program or pattern (e.g., contractual vs. transactional buying programs, individual purchases vs. leveraging cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the manufacturers to co-term maintenance or warranty contracts, when permitted by the manufacturers' programs

15. Describe options for leasing and financing and the various payment methods accepted.

SHI Response:

SHI offers flexible leasing plans for hardware and finance plans for software to ease upfront costs and increase IT flexibility. More and more customers are moving away from owning IT and moving into the business of IT. SHI financing can help them seamlessly make this shift. SHI has an internal leasing and financing group which allows us to be extremely flexible in terms of payment options and paperwork.

We can accommodate almost any payment method/schedule and will work with the customer to construct a plan that best suits their needs.

TAB 3 - PRICING FORMS.

The cost portion of the Response should include the following criteria:

1. *Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.*
2. *Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.*

SHI Response:

SHI has included the necessary pricing forms as a separate document to our response.

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other* vendors *may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In addition, SHI welcomes the opportunity to discuss our price offering for National IPA in more detail, and we are willing to offer alternate pricing models at your request.

TAB 4 - QUALIFICATIONS. (ABILITIES, EXPERIENCE AND EXPERTISE).

The following information should be included:

1. *Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

2. *Provide the total number and location of sales persons employed by your firm.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response as it relates to our capabilities to support a National Contract. The City of Mesa has a dedicated account team that includes the following team members:

Account Executive - Amelia Jakubczyk: Amelia develops relationships with representatives throughout City of Mesa in support of all the City's IT needs. Amelia will conduct face-to-face meetings to understand the City's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the City's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area for over 5 years.

Regional Director, Public Sector West – Alison Turner: Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.

Inside Account Managers (IAMs) — Rob DiGiovanni, EJ Williams, and Jason Miller: SHI's Inside Account Managers 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 expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. There are three Inside Account Managers mentioned above who support City of Mesa; they all have experience working exclusively with Public Sector accounts, and specific experience with Maricopa County.

These three Inside Account Managers report to **Corrin Bennett, Inside Sales Manager**. Corrin has been with SHI for eight years, and has been both an Inside Account Manager and a Sales Operations Manager. Customer service is very important to Corrin, and she is always happy to assist the team as needed.

3. *Provide the number and location of support centers (if applicable).*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

4. *Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

5. *Please submit your FEIN and Dunn & Bradstreet report.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

6. *Provide a summarization of your experience in performing work similar to that outlined in this solicitation.*

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a $1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of $7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of $8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent $6.6m with SHI, mostly in software and some miscellaneous products.

We value the relationship with the City of Mesa and look forward to serving the City's needs for years to come.

7. *Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.*

SHI Response:

SHI has provided references on Attachment C, which can be found later in this response.

8. *Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.*

SHI Response:

Immediately following are the resumes for the SHI team that is dedicated support for the City of Mesa. If necessary, SHI can provide specific account team information for IPA customers.

SHI is providing the following three references for Amelia. Should additional information be needed or references for other team members be required, SHI will be happy to assist where possible.

Arizona Department of Administration – State of AZ
Deputy State Procurement Administrator

Terri Johnson
602-542-9122
Terri.johnson@azdoa.gov

Amelia worked closely with Terri Johnson as the former Contract Administrator for the WSCA SVAR Contract. Amelia had regular cadence calls/onsite visits with Terri to conduct quarterly reviews, provide industry knowledge and assist with any customer related inquiries/challenges. From Terri, "Amelia – was the original point of contact regarding the SVAR contract for AZ starting in 2011. Through her initiative and the focus of SHI corporate, Amelia was able to assist the state through a seamless transition from one contract set to another. Amelia personally took the time to establish points of contact and customer relationships within the State agencies. SHI corporate was instrumental in hiring additional staff as needed to ensure full coverage for the state and its cooperative members."

Arizona Department of Transportation
Steve West, CIO
C: 602-690-4209
swest@azdot.gov

Amelia has worked with Steve West throughout his tenure within Arizona Government, most recently with the Arizona Department of Transportation. Projects include a large HP hardware refresh,

discovering and managing large license agreements and acting as a trusted advisor in the reseller community.

State of Nevada, Nevada State Purchasing
Marti Marsh, Purchasing Officer
775-684-0180
mmarsh@admin.nv.gov

Amelia has worked closely with Marti Marsh of the Nevada State Purchasing Office since 2011. During this time Amelia served as the main point of contact on multiple statewide contracts Marti is responsible for: Former WSCA SVAR, NASPO SVAR, NASPO HP, Lenovo, EMC, NetApp, Cisco, etc.

Immediately following are resumes for the City of Mesa Team. Should additional information be needed, SHI will work to provide where appropriate.

Denise Verdicchio

Description of Work & Professional Experience

Senior Director, Public Sector — Somerset, IIJ

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.

- Collaborate with leadership team to craft and deliver custom IT solutions and services for all aspects of City of Mosa.
- Provide personalized management and information sharing, resulting in creative and innovative environment for SHI team and City of Mosa.
- Develop and implement short- and long-term sales and business plans, as needed.
- Excel to develop, motivate, and team build, ensuring SHI and City of Mosa teams work exceptionally.

Credentials & Background

SHI
Director, East Region SLED — 2013 - 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.
- Managed daily operations in SHI's largest region, representing over $200M in annual revenue.
- Collaborated with customers to procure and implement software and hardware, system configuration, data-center optimization, cloud computing, IT asset management, and other computer solutions.
- Traveled extensively to client sites to provide in-person client support and drive new business opportunities, teaming with IT vendors and strategic partners.

Account Executive — 2010 to 2017
IIJ State and Local Government

- Developed new business, serviced customer needs, and oversaw daily account management for public sector clients in IIJ State and Local Government.
- Collaborated daily with customers to provide information, resolve issues, communicate SHI offerings, and secure quotes through customized procurement systems.
- Negotiated deals, supported customer contracts, and delivered sales presentations to deliver comprehensive IT solutions.

Account Executive — 1998 to 2010
North Carolina Commercial Accounts

- Orchestrated customized, total IT solutions for Duke Energy, SAS Institute, Wake Forest University, and other commercial accounts in region.

Education & Certifications

Bachelor of Arts Degree — Rutgers College
Double Major: Psychology and Sociology
Honors Graduate

Certified Microsoft Sales Professional

VMWare Sales Specialist

McAFee Certified Sales Professional

Alison Turner

Description of Work & Professional Experience

Director, West Region — Kirkland, WA

IPA/City of Mesa Primary Contact
Manage team of field-based Account Executives for City of Mesa

- Collaborate with team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Help to procure software and hardware.
- Manage IT asset and cloud computing as needed.
- Coordinate resources within SHI and City of Mesa to grow and maintain mutually beneficial customer relationships.

Credentials & Background

Microsoft — Seattle, WA
Senior Licensing Sales Specialist — 20011 - 2013

- Initiated complex software licensing solutions for key Academic customers in the Wester U.S.
- Increased account penetration and exceeded 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.
- Maintained relationships with partners and customers to ensure successful implementation of strategies.

Dell — Seattle, WA — 2007 to 2011
Senior Regional Sales Manager

- Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts, including state, local, and education customers.
- Recruited, coached, evaluated, and managed staff of up to 15 field account executive.
- Coordinated software proposals.
- Aligned efforts with other Dell departments to secure trust and engagement with state government and education IT initiatives.

ASAP Software — Seattle, WA — 2001 to 2007
Director, State & Local Government and Education

- Helped state and local government and education customers develop RFPs and acted as Project Manager for major software proposals. Generated over $100 million annual revenue for State & Local and Education sector.

Education & Certifications

Master's in Business Administration Marketing Concentration/Ranked top 10%	Washington University	1993
Bachelor of Arts/Marketing Major	Kansas State University	1991
Microsoft Certified Personnel		2011
SHI Chairman Club		2015
Microsoft Circle of Excellence		2013
Dell Rewards & Recognition Program Silver Award Recipient		2011

Amelia G. Jakubczyk

Description of Work & Professional Experience

Public Sector Account Executive — Denver, CO

IPA/City of Mesa Primary Contact
Develop partnership with City of Mesa to service needs and oversee daily account management for the City. Engage daily with customers to provide information, resolve issues, communicate SHI offerings, and enable access to secure quotes through customized procurement systems.

- Maintain the NASPO SVAR Contract in Nevada for State & Local Government.
- Successfully manage multiple NASPO and local contracts both in Arizona and Nevada
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within an organization.
- Act as an advisor for customers to determine the best value for their needs.

Credentials & Background

SHI International Corp.
Services Executive, West Region — 2009 - 2010

- 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.
- Supported 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

- 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.

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

Yara Ismail

Description of Work & Professional Experience

Director of Enterprise Inside Sales/Public Sector — Somerset, NJ

Collaborate with Senior Management on strategy and focus to increase participation in department initiatives. Promote world-class support to City of Mesa and internal support teams; enhance SHI tools and applications through collaboration with internal development teams.

- Align with Outside Sales team to initiate new relationships within IT industry.
- Drive growth of profitability for SHI and City of Mesa, identifying opportunities for development of internal tools and applications.

Credentials & Background

SHI Public Sector
Senior Inside Sales Manager — 2009 - 2017

- Managed SHI Public Sector Inside Sales Division, setting new initiatives for team while maintaining world-class support for customers.
- Maintained support and coverage for customers while managing territories.
- Acted as point of escalation for customers and public sector directors to help resolve issues and support team.
- Collaborated with internal teams to create new tools with added functionality for customers.

Inside Sales Manager — 2005 to 2009
GSA Administrator

- Trained and managed 6 Public Sector Inside Sales Teams, creating healthy work environment and incentive programs.
- Created proposals and modifications to SHI's GSA schedule.
- Passed annual GSA Audits for continued contract renewal.

Inside Account Manager — 2004 to 2005
Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Ekornes, Inc. — 2001 to 2004
Customer Service Representative/Lead Trainer

- Provided clients with exceptional service and support while managing group of accounts; promoted to Lead Trainer for Customer Service Representatives in 2003.

Education & Certifications

Bachelor of Arts Degree — **Rutgers College** — 2002
Political Science

Corrin Bennett

Description of Work & Professional Experience

Inside Sales Manager — Somerset, NJ

- Provide support and guidance to City of Mesa sales team.
- Arrange and schedule necessary training for IAMs.
- Monitor and review employee performance.

Credentials & Background

SHI SLED
Sales Operation Manager — 2014 - 2017

- Assisted management with academic and local government initiatives.
- Collaborated with sales team to manage efficient processes.
- Supported implementation of new policies and procedures.

Inside Account Manager — 2009 to 2014

- Represented SHI as central point of contact for customers.
- Provided outstanding customer service and support.
- Acted as liaison between Account Executives, customers, and SHI internal departments.

Inside Account Manager — 2004 to 2005
Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Education & Certifications

Bachelor of Arts Degree — **Rutgers College** — 2008
Communications

Ernest Williams
Robert DiGiovanni
Jason Mitchell

Description of Work & Professional Experience

Inside Account Managers — Somerset, NJ

Working with our tenured management supervisors, our team builds successful relationships with the City of Mesa team and internal support teams; we work collaboratively to provide immediate customer support for any pending issues or concerns. Mange Microsoft licensing agreements and Adobe licensing agreements, as well as contracts including WSCA, PACE, and E&I.

- Manage and maintain over 100 public sector West Coast accounts successfully, including SLED accounts in AZ, CO, OR, and NV, and other states.
- Help negotiate prices, terms of sales, and service agreements for City of Mesa.

Combined Credentials & Background

Central Moving Systems — 2013 - 2015
Relocation Services

- Provide exceptional quality and standards for corporate and residential moving processes.
- Conducting warehouse packing and unpacking.

RWJ Health & Wellness Fitness Centers — 2012 to 2013
Sales Intern, Summer

- Supported customer scheduling and other services, providing one-on-one attention.
- Conducted cold calls to increase gym memberships and revenue.

Professional Proficiencies

- Microsoft Office - Word, Excel, PowerPOint
- Salecenter
- AX

Academic Experience

- Excelled in courses specializing in Leadership and Management skills
- Focused studies in Marketing and Finance, exploring economic trends, sales management, accounting, computer skills development, and professional communication.
- Business Economics Minor

Combined Education & Certifications

Bachelor of Arts Degree Communication Studies	West Virginia University	2013
Bachelor of Science Degree Exercise Science and Sports Studies	Rutgers University	2014
Bachelor of Arts Degrees Economics Political Science	Rutgers University	2017

9. *Provide information regarding if your organization ever failed to complete any work awarded.*

SHI Response:

We are proud to report we do not have any failed projects. With each project we strive to do our best, and although we realize perfection is rare, we work closely with our customers to review and discuss how we can improve our processes, products, and services to help ensure our continued evolution and success.

10. *Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*

SHI Response:

SHI has not been involved in litigation, bankruptcy, or reorganization.

TAB 5 – TECHNOLOGY.

1. *Describe your website and the ease-of-use for customers to perform the following types of tasks:*
    a. *to search for products*
    b. *to find alternate products (if a certain product is not available)*
    c. *to perform side-by-side price comparison of products*
    d. *to order products*
    e. *to track order status, to include backordered items*
    f. *to determine when an item was received and who received it*
    g. *to restrict/block the ordering of certain line items and to restrict/block the ordering of groups*
    h. *to create approval paths/levels for orders, to include creating an approval path for restricted items*
    i. *to create a "favorites" list or subscribed purchases other personalized list of frequently ordered items*
    j. *to create a "shared" list for an agency to use*
    k. *to obtain online customer service*
    l. *to receive online training*
    m. *to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)*
    n. *to track their budget for purchases*
    o. *to generate reports*

SHI Response:

SHI's ecommerce site was developed in house. As such, it is one of the most flexible tools in the industry. In addition, we offer approval routing that allows for one user to create and send a quote to another user for approval. Also, quotes that are requested via email, fax, or phone can be published by the Inside Account Managers to the ecommerce site for visibility and future reference.

While the master catalog will be available to all participating entities, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs. Custom catalogs are built based on input from the customer's IT standards groups, via the definition of base systems and permitted options, and licensing programs.

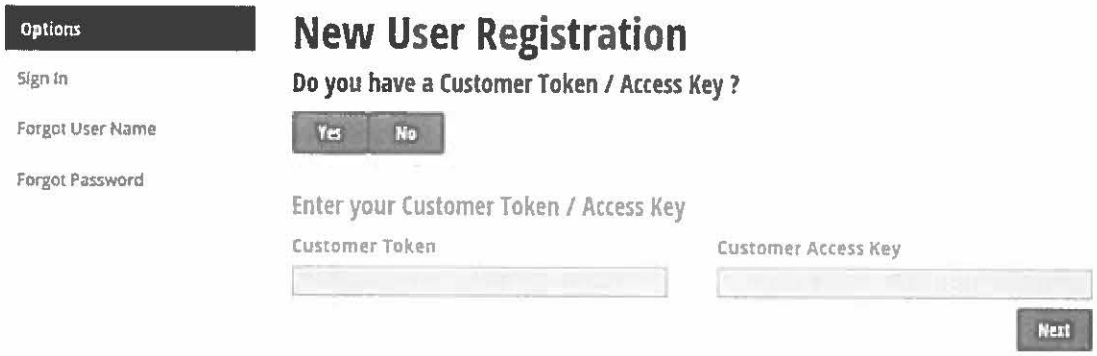
SHI.COM Public Sector catalog (https://www.publicsector.shidirect.com/) is a public walk-up site and requires no password. It has been available to the public for over 16 years. SHI hosts a public page for each individual state and vertical. In addition to the public site link, SHI will provide City of Mesa a custom e-commerce site. This personalized, password-protected site is accessible only to authorized users, determined by City of Mesa. The City's web portal will display only the products and other website requirements that are part of this contract.

SHI's web-based procurement platform provides the latest in functionality and the best in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with your own current procurement systems,

SHI.COM provides the functionality and customized user experience needed to manage IT procurement workflow.

If awarded, SHI's web administration team will work with the key stakeholders at City of Mesa to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.

Above is a sample screenshot that shows what the City's custom e-commerce site might look like. Upon receipt of contract, your site will be configured to fit all of the contract requirements. If the City wishes to view this site please go to https://www.publicsector.shidirect.com/, select "Sign in" on the top right hand side of the public site. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.



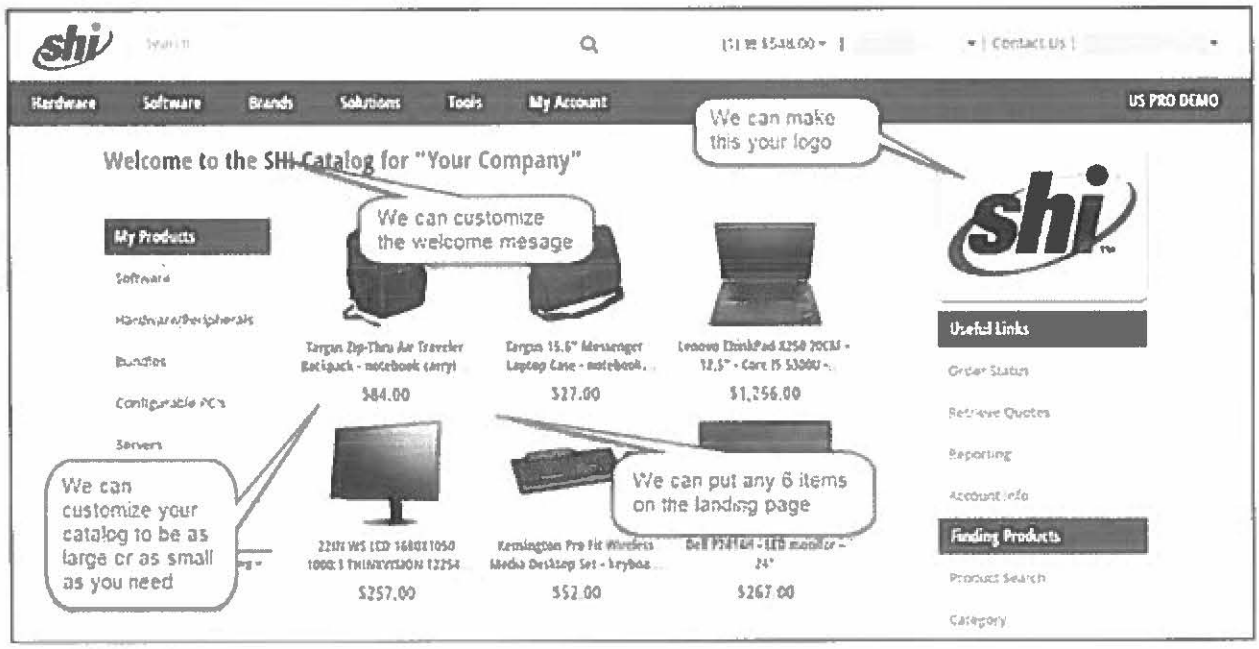
You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

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.

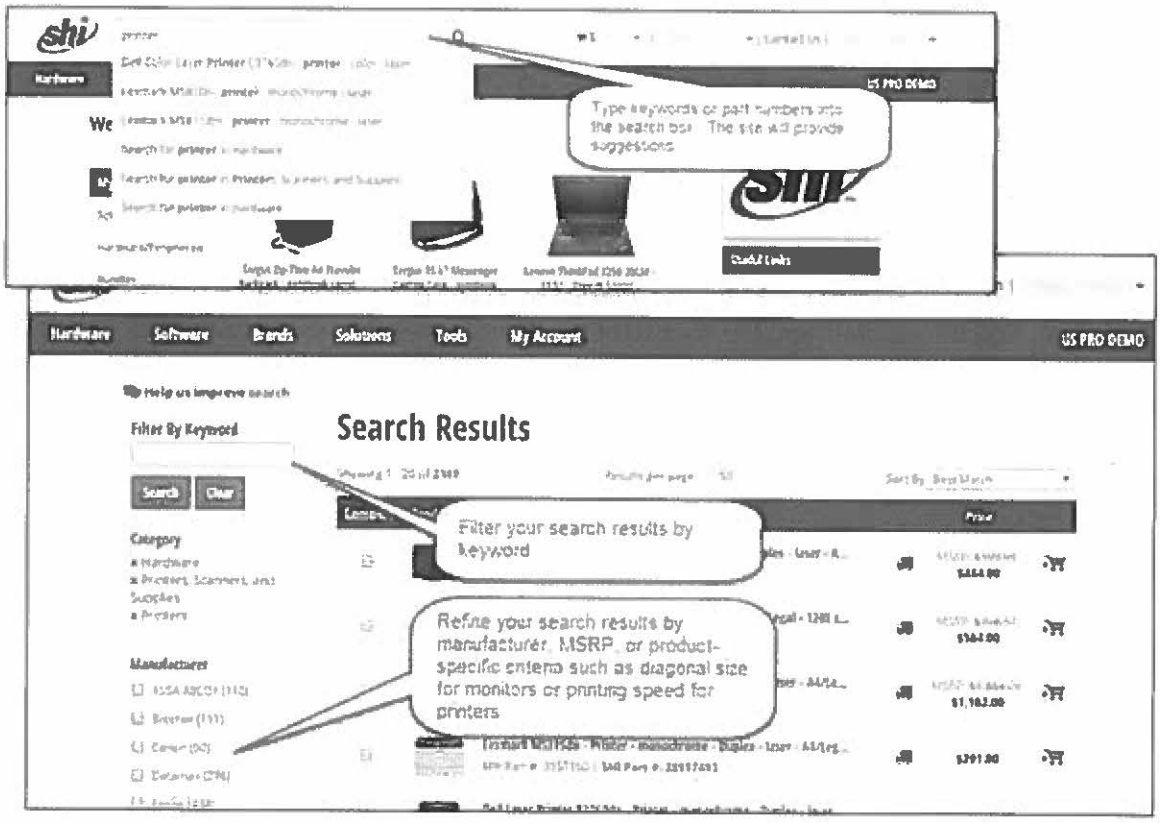
Your Catalog

With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted products and pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs. The catalog can be as broad or as narrow as you need to fit your needs.

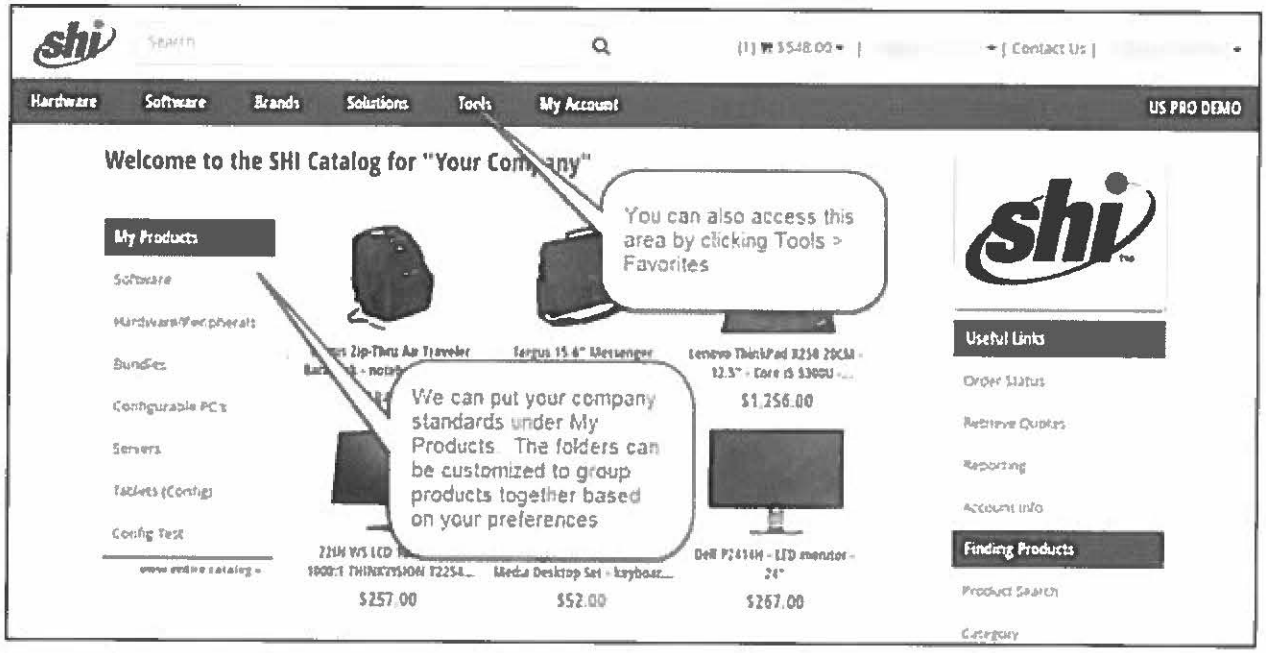


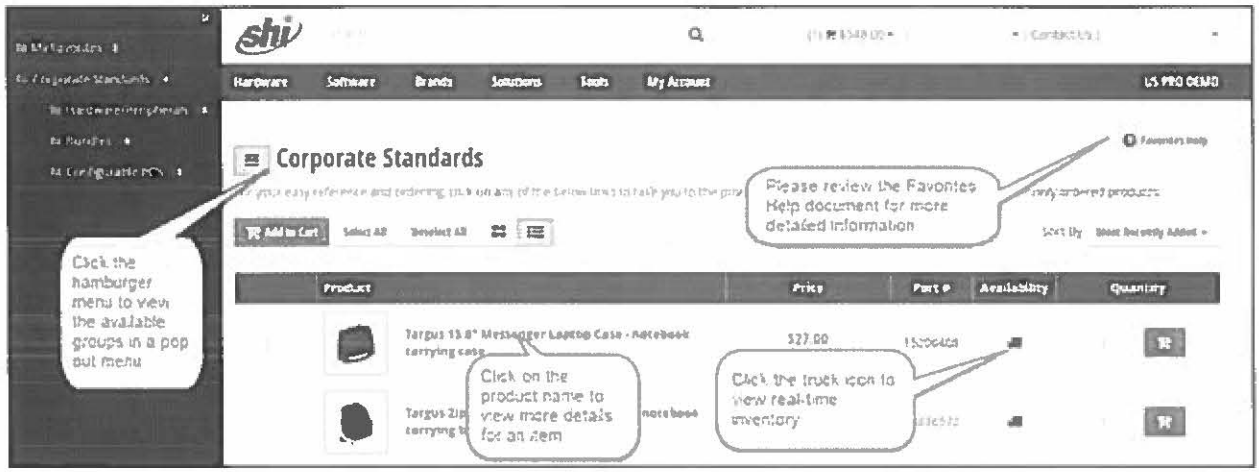
After log on, the customer can search by using a variety of criteria:

- Keyword search
- Browse manufacturers
- Browse by product category and type

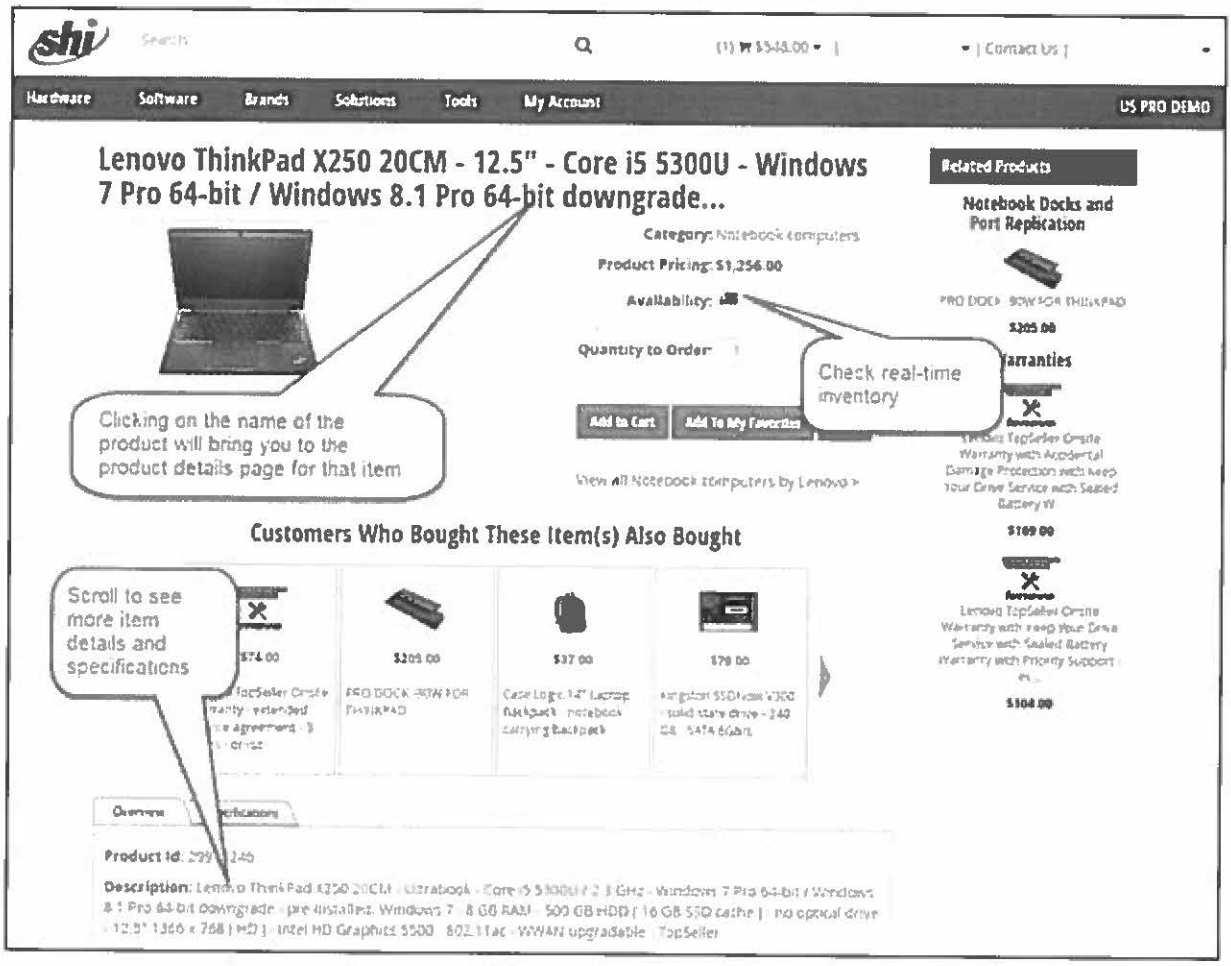


Commonwealth Standards



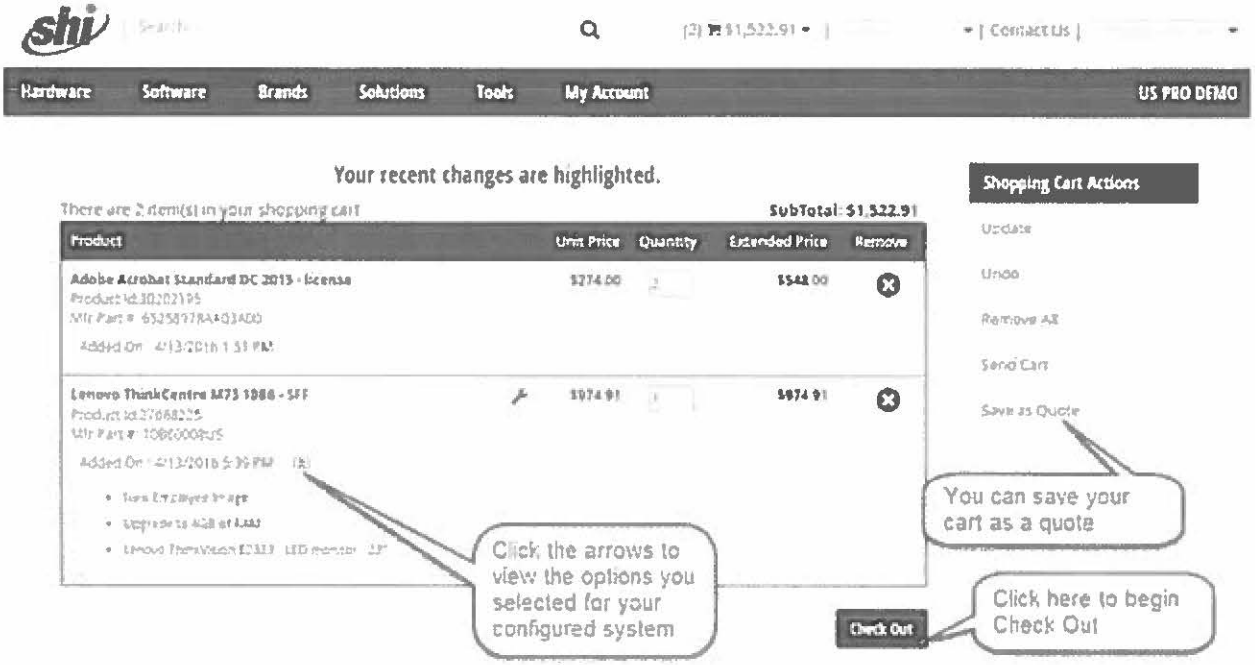

Hardware
Software
Brands
Solutions
Tools
My Account
US PRO DEMO
Corporate Standards
Click the hamburger menu to view the available groups in a pop out menu
Please review the Favorites Help document for more detailed information
Product
Price
Part #
Availability
Quantity
Click on the product name to view more details for an item
Click the truck icon to view real-time inventory

View Product Details



Add Products to the Shopping Cart

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



Saved Quote

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

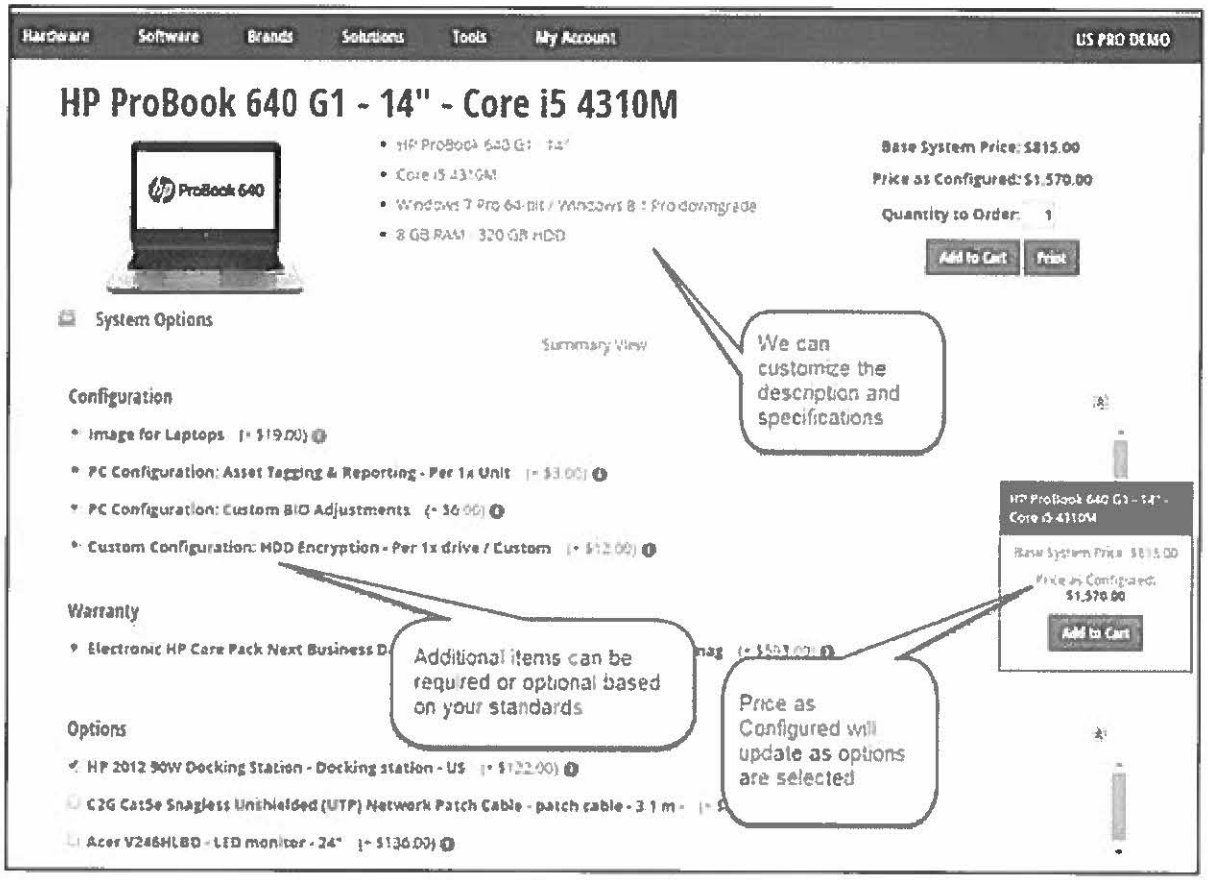
Configuring a System

The process of selecting and configuring a product begins when the user clicks a configurable system in Search Results or within featured products. The systems are displayed with a picture, summary of its characteristics, and price before adding options. SHI.COM presents all products in the same fashion, with consistent groupings of options by category.

Customize the System

Prior to adding the product to the Shopping cart, the user is brought given the option to configure the base system with options designated as acceptable by the City of Mesa. The user simply clicks on the options he wants included in the final product.

As options are selected, SHI.COM updates the general availability of each configuration based upon the availability of each component. As the user adds and removes components to the base system, SHI.COM calculates an estimated time to ship to the user. SHI.com also tells the end user what selected component is contributing the longest lead-time. This is designed to allow the end user to make informed decisions based upon their particular needs: for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine.

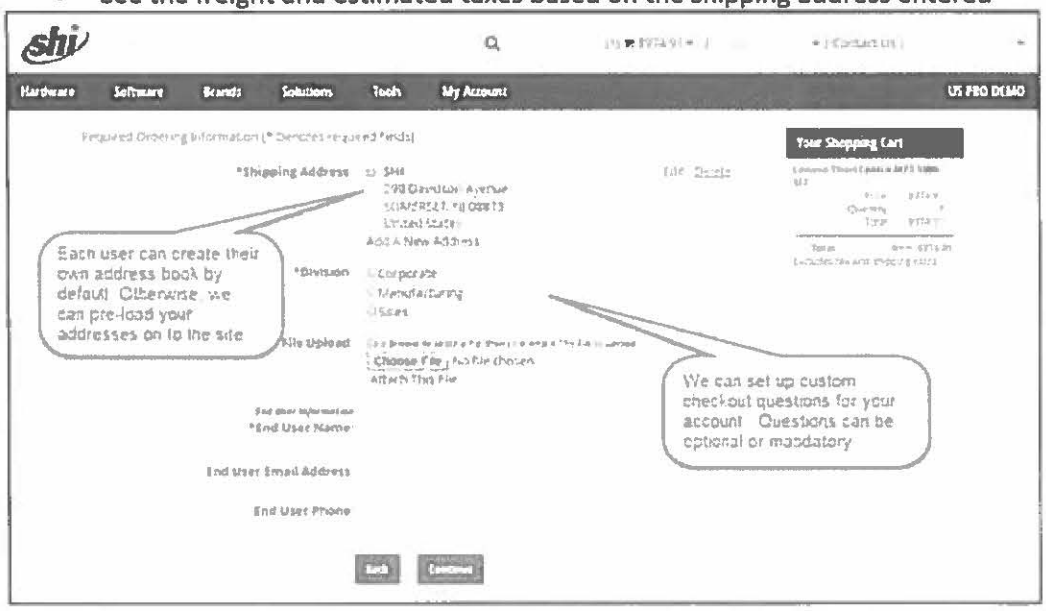


Checkout Process

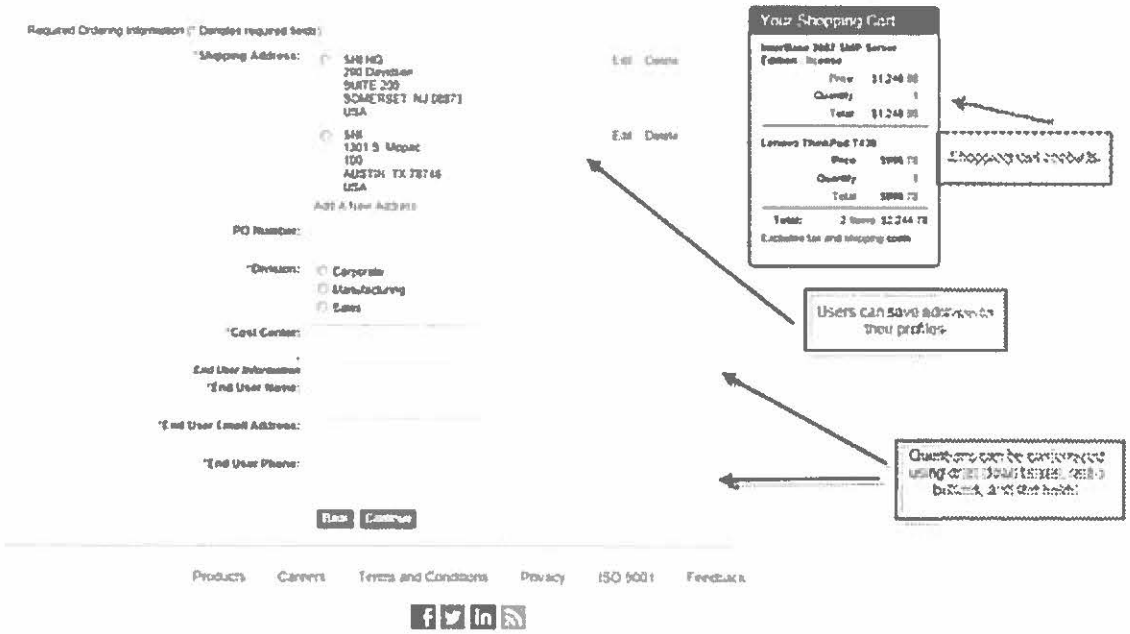
SHI provides an easy to use Checkout Process that can be customized to your specifications:

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

- See the freight and estimated taxes based on the shipping address entered



If additional information needs to be captured with each hardware purchase. Therefore, SHI has designed an "interview page" in which SHI can collect all of the pertinent information. The interview page will be completely customized to collect the information as required by the City of Mesa. If additional information isn't required, this step would be skipped in the order process.



When the user has completed the interview page, SHI will then request the ship to address and any additional Email addresses for employees who should receive notices regarding this order (i.e. order acknowledgment, ship notification, etc.)

Approval Routing

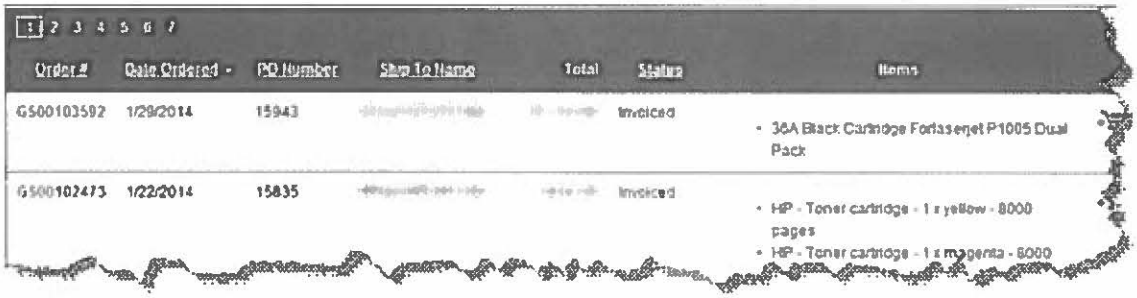
Only authorized users will be able to submit orders on SHI.com. However, if the City of Mesa would like to allow agencies to request products, but not to place orders, SHI has support for approval routing through SHI.com. Using our approval routing, end user can select the products they wish to purchase and submit their selection as a requisition. With support for as many levels of approval routing as required, SHI.com will forward the requisition to the appropriate people to obtain approval.

Once the order is approved, the requestor (and anyone else listed to receive notices) will receive an Email stating that the requisition has been approved and will be processed at SHI. At this time, the order will upload into SHI's internal order processing system.

Order Status

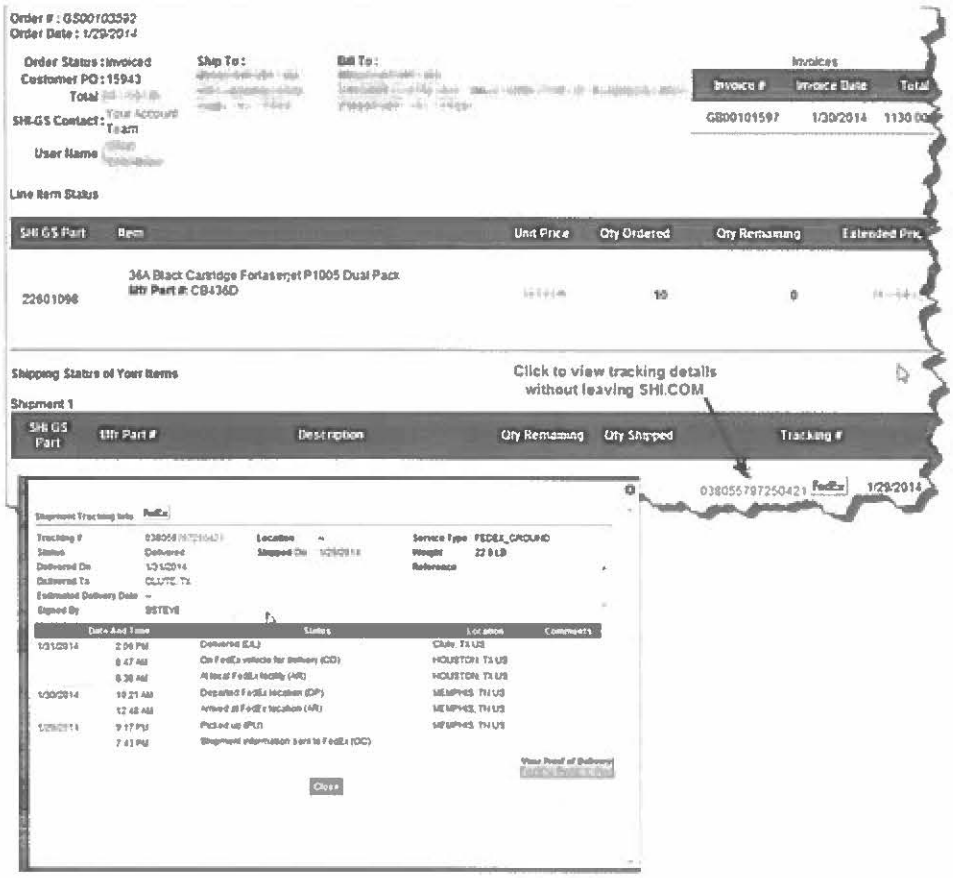
Obtain order status information and tracking details for the orders that you process with SHI. SHI.com provides a wide range of search options to quickly and easily locate the order in which you are interested.

The following screen shot shows the order search results.



Order #	Date Ordered	PO Number	Ship To Name	Total	Status	Items
GS00103592	1/29/2014	15943			Invoiced	• 36A Black Cartridge Fortasenjet P1005 Dual Pack
GS00102473	1/22/2014	15835			Invoiced	• HP - Toner cartridge - 1 x yellow - 8000 pages • HP - Toner cartridge - 1 x magenta - 8000

The following demonstrates the tracking details available.



Order details with tracking data per shipment

Within the City's dedicated page, authorized users can:

- Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The agency should be able to save the price quotation as a .pdf document
- Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and "refreshing" product prices
- Re-save price quotation following modifications
- Print price quotation
- View quotes that were originally requested via email, fax, or phone and created by the Inside Account Team.

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 City of Mesa 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 if the City of Mesa that wants to understand statewide purchasing trends, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report today via the State's ecommerce site 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		

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. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

The City of Mesa and IPA can identify Procurement Officers or others that can be granted a higher level of access, allowing them to run reports and view activity across authorized users.

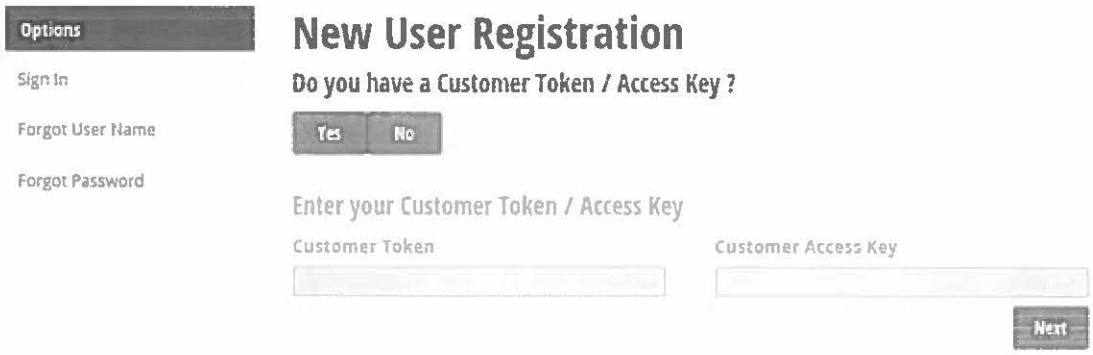
The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

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, David Rounds will work with the customers to determine the program and schedule that would work best for them. SHI will also work with the City of Mesa to define and establish an Employee Purchase Program. We will create a separate and secure site for employees to purchase products at the State contract prices.

2. *Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.*

SHI Response:

If the City wishes to view this site please select "Sign in" on the top right hand side of the public site, https://www.publicsector.shidirect.com/ A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.



You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

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.

3. *Describe any national awards and/or other recognition that your website has received.*

SHI Response:

While we take pride in the design and usability of our website, our primary focus is always on the needs of our customers rather than on external recognition. With that in mind, we are extremely proud that this year alone we have won 10 awards for exceptional service in three distinct categories: partnership, supplier, and employer – including the prestigious Citi Lean Partner Award and Microsoft US Public Sector 2017 Partner of the Year – largely in part because of the efforts and dedication our team puts toward our public and partner/procurement websites. Our success as a partner in the Public Sector, in fact, stems from the personalized procurement websites, standard with most SHI contracts, which allow authorized end-users a vast selection from standard configurations and peripherals, as well information to ensure successful installations. These custom, procurement websites provide customers with all service catalogs, approved hardware configurations, and inventory databases, which in turn allow our customers to procure the best products and product support for their needs.

4. *Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?*

SHI Response:

The website is available 24 hours a day. Downtime is minimal and if a major system repair is necessary SHI works to schedule it at a time that will be of least inconvenience to our customers. We will also notify customers of any planned downtime in advance.

5. *Does your website offer real time product availability?*

SHI Response:

Yes. Please see the information provides above regarding our website for a complete overview.

6. *How does your company leverage your website to inform customers of the additional savings that may be available?*

SHI Response:

SHI can customize our web page to include any information that National IPA/City of Mesa would like to see. In this case, we can publish additional savings opportunities for specific products on the home page of the catalog or highlight products that have savings opportunities within the catalog itself.

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, end of life information, support information, or promotions, webinar or special event

invitations, and other industry news that will be of interest to City of Mesa. SHI will notify City of Mesa of any information before it gets posted.

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, availability, and pricing; ensuring that contract users are always accessing the latest products and at the correct price.

7. *Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?*

SHI Response:

SHI acknowledges this requirement and can comply.

SHI will acknowledge all orders received within 2 hours of receipt. All orders will be placed within 24 hours of receipt. Upon placement, the end user will receive an order placement acknowledgement via email. A sample of that is included below. We can customize the information on the order acknowledgement email and can include any and all information required by the State.

Order Confirmation

SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Sales order	**S46482360**
Order date	10/17/2017
Customer Account	1008214
Customer PO	18001750
Shipping Method	ESD
Customer Reference	
Payment	Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 16795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Opti upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software	1	923.20	923.20

Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

SHI Response:

Yes self-registration is available. Customers can go to https://www.publicsector.shidirect.com/ and then follow the instructions below.

A customer will select "Sign in" on the top right hand side of the public site. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.

If a customer has token, they can enter it. If not then when they select No, they will be taken to another site to register. Once you enter, you will be asked to create a user name and password. Once complete you will be directed to the site.

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.

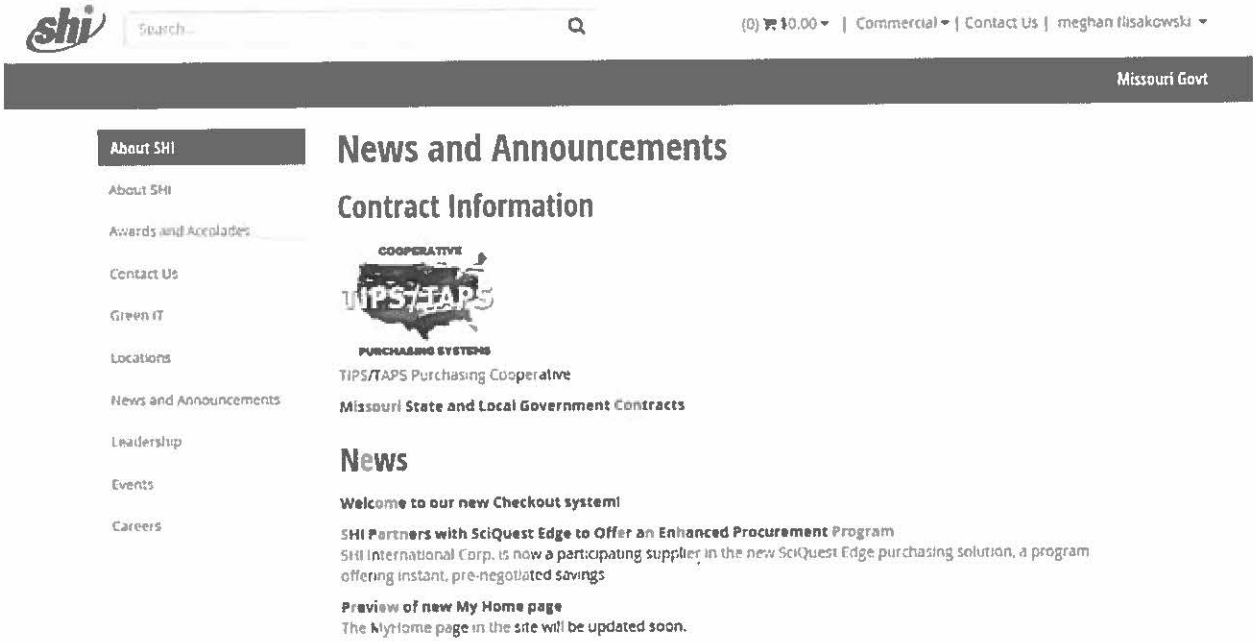
8. *Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.*

SHI Response:

SHI acknowledges this requirement and can comply.

SHI can and will add relevant content to the website on a regular basis. This may include logos, product announcements, end of life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the City. SHI will notify the City of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



9. *Describe the types of online reporting that are available. Is customized reporting available?*

SHI Response:

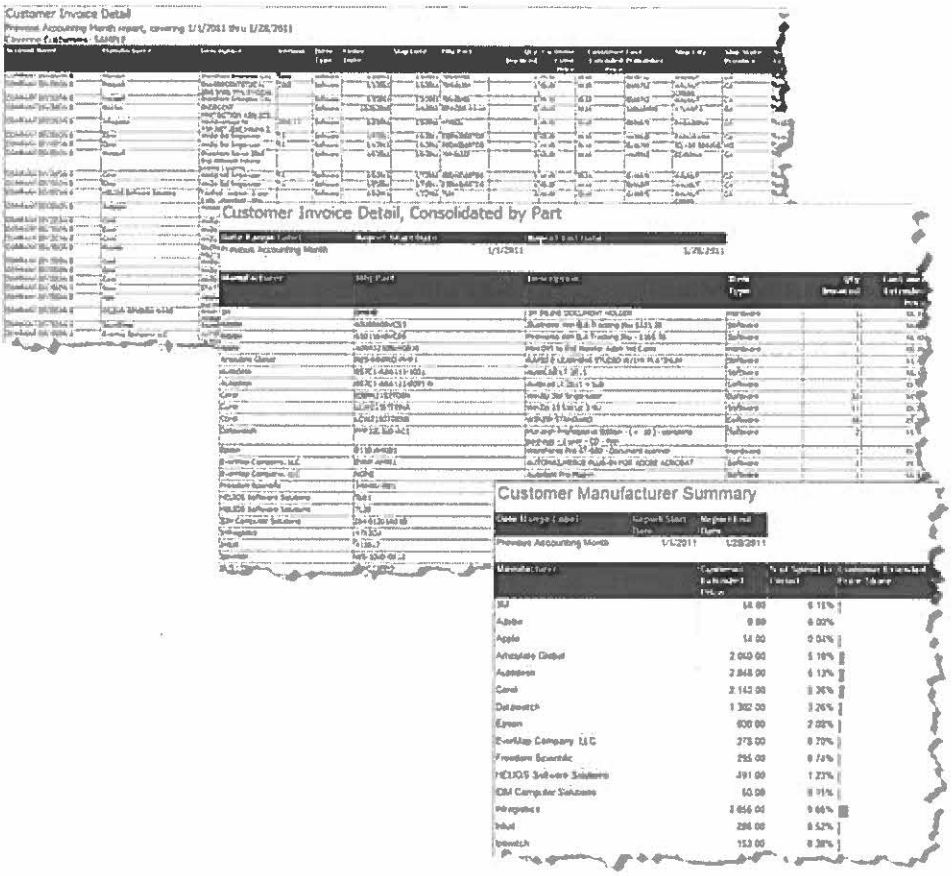
SHI fully understand s your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by department or local government entity and then SHI groups the ordering units to the statewide level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the State Level, the Agency Level, and /or per individual customer. We are pleased to offer both standard and customized reports to the State, in addition to the required reporting above.

All reports can be set up on a subscription basis and will be delivered automatically daily, weekly, quarterly etc. In addition, the State will have a dedicated account team that will be able to review and discuss purchases and reporting whenever there is a need.

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

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.

- *Spend by Organization, Enterprise, Conglomerate* – again, each of the above reports can be pulled based on a specific organization, enterprise or conglomerate



10. Describe your online return process (if available).

SHI Response:

All damaged or DOA product will be taken back with no restocking fees.

If it has been longer than 30 days, SHI will make a best faith effort to accommodate the return.

SHI's return procedure is simple. The customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the "Request Return Authorization Number" section of the States website. The IAM will take the necessary information and give the customer a Return Authorization Number. A shipping label or account number will be provided by SHI to the customer if physical product is being returned. The end user then has to write the RMA number on the outside of the box and ship it back. In some cases, SHI can arrange to have the product picked up.

Software Publishers may require that a letter of destruction be filled out and signed by the customer. In these cases, SHI would provide the form to the end user and request that they sign and send back. SHI will then hand le processing with the Publisher. Once the valid return is received by SHI we will credit the invoice. If a replacement order is desired we will work with the end user to get that process started before the return is received to increase efficiency.

Should the City have any issues or questions with a product return, they can contract their Account Team for assistance.

For an online return, customers will access the Order Details page and complete the requested information as shown in the screen shot below.

*Name:

*Email Address: This field is required.

*Order Number:

PO Number:

*Mfr Part #: SDCFHS-032G-A46

SHI Part #: 27767561

*Quantity: 1

*Reason For Return:

Further Explanation:

* Has package been opened?: ○ Yes ○ No ○ Don't Know

*Has product been used?: ○ Yes ○ No ○ Don't Know

*Is product in original condition?: ○ Yes ○ No ○ Don't Know

Submit Request | Back to Order Details

11. *Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?*

SHI Response:

Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. These systems includes a wide range of applications and proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

12. *Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.*

SHI Response:

New functionality and technology is continuously being evaluated and updated as customer needs evolve. The same holds true for our overall website design. SHI also listens closely to our customers and their feedback regarding the use of the site and we strive to incorporate those changes.

TAB 6 - OTHER FORMS.

The following forms should be completed and signed:

1. *Vendor Information form*
2. *Exceptions & Confidential Information form*
3. *General Questionnaire form*
4. *Lawful Presence Affidavit*
5. *Respondent Certification form (Offer and Acceptance)*
6. *Respondent Questionnaire*
7. *W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)*

SHI Response:

Immediately following are the forms that were requested as part of this RFP. SHI agrees to provide any additional forms if necessary as part of a final award.

mesa·az

REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: SHI International Corp

Doing Business As (if different than above): _____

Address: 290 Davidson Ave

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 732-652-6599

E-Mail Address: teamarizona@shi.com Website: https://www.publicsector.shidirect.com/

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

Remit to Address (if different than above):

Address: PO Box 952121

City: Dallas

State: Texas Zip: 75395-2121

Order from Address (if different from above):

Address: _____

City: _____

State: _____ Zip: _____

Contact for Questions about this bid:

Name: Meghan Flisakowski Title: Public Program Manager

Phone: 512-517-4088 E-Mail Address: meghan_flisakowski@shi.com

Day-to-Day Project Contact (if awarded):

Name: Amelia Jakubczyk Title: Account Executive

Phone: 303-723-5256 E-Mail Address: Amelia_Jakubczyk@shi.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☒ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number:
City Sales Tax Number:
Applicable Tax Rate: Rate for Phoenix is 8.6%, 5.6% AZ state level, 0.7% county level (Maricopa) and 2.3% city level (Phoenix)

☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: ____%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐ No exceptions

☒ Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI has included a separate section within our response that includes our request to review and negotiate in good faith with the City of Mesa and IPA.

Confidential/Proprietary Information (mark one).

☒ No confidential/proprietary materials have been included with this Response.

☐ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No

2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
   If no, specify number of days for delivery _____

3. Payment terms. Payment Due (Not less than net 30 days): payment is net 30

   Payment Discount of 0% if invoices are paid within _____ days of receipt.

4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?

   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

   Discount for Procurement Card Purchases? 0%

5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____

☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____

☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____

☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____

☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____

☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____

☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____

☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____

☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____

☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

_____
Signature

_____
Print Name

_____
Date

_____
Business/Company Name

Verification of Attachment by City Staff:

_____
Signature Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

a) The information provided in Respondent's Response it true and accurate to the best of Respondent's knowledge.
b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
    i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
    ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
    iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International

Signature: Natalie Castagno

Printed Name: Natalie Castagno

Title: Director of Response Team

Date: 10/20/2017

Respondent Company Name/ DBA: SHI International Corp	
Years in business providing similar services: 28 years	
Contractor's License No(s): (Submit a copy with the Response) SHI is currently registered to do business with the City of Mesa and the State. Upon award, we can provide any additional information as requested. Number of employees at location that would serve under a contract from the Solicitation:	Type:
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. **At least one reference should be comparable in size to the City's proposed contract.**	
Firm/Government Agency Name: Arizona State Procurement Office | State of Arizona	
Contact Person: Terri Johnson, Deputy – State Procurement Administrator	Phone: 602-542-9122
Address: 100 North 15th Avenue, Suite 402 Phoenix, AZ 85007	Fax: E-Mail Address: terri.johnson@azdoa.gov
$ Value of Work, Supplies/Services and Dates Provided: $75m annually. Software, Annual Mainteance. Related Professional Services April 2011 – September 30 2016	
Firm/Government Agency Name: University of Texas Systems Supply Chain Alliance	
Contact Person: Jason Stanford, Manager, Contracts	Phone: 713-563-1021
Address: 7007 Bertner Ave. Houston, TX 77030	Fax: E-Mail Address: jpstanford@mdanderson.org
$ Value of Work, Supplies/Services and Dates Provided: $20m annually. Computer Peripherals, Software, Storage, Servers, Networking equipment, and Related Services. July 1 2014, 5 year agreement with 3 year extension option.	
Firm/Government Agency Name: Maricopa County Materials Management	
Contact Person: Brian Walsh, Procurement Officer	Phone: 602-506-3243
Address: 320 W. Lincoln St. Phoenix AZ 85003	Fax: E-Mail Address: walshb@mail.maricopa.gov

$ Value of Work, Supplies/Services and Dates Provided:
$6m annually. Technology Products including Software, Storage, Servers, Networking Equipment and Related Services.
List any other information which may be helpful in determining your qualifications for a potential contract:
At SHI, our success is based on a foundation of customer centricity and transparency. Our approach to Lee County School District will be based on these same values. Every member of the SHI team is dedicated to helping our customers and providing world class support throughout the entire engagement. SHI intends to provide the District with a seamless, transparent, and cost effective solution for all of your hardware, software, and service needs. Over the life of the contract, SHI will work to identify ways that the District can reduce your expenditures on IT software, hardware, and services. Technology changes fast, and SHI is a technology business partner that has demonstrated the ability to change along with it, through continued service evolutions and process improvement. SHI is excited about this opportunity to work with the City of Mesa and National IPA. We look forward to meeting with the review board to further discuss our capabilities.

ATTACHMENT D

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The CITY OF MESA, AZ (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Deleted: and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions

Deleted: Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2

Deleted: Pricing Commitment¶
Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Advantageous government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

Deleted: Best

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
   ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
   iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
   iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company ("National IPA"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:
Contract Sales Report Month:
Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # (Assigned by National IPA and provided to Supplier)	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $

Report Totals _____ _____
Cumulative Contract Sales _____

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

mesa·az

NOTICE OF SOLICITATION

SOLICITATION # 2018011

September 20, 2017

REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

PROPOSAL DUE DATE AND TIME: October 23, 2017 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Issue Request for Proposals	**September 20, 2017**
Pre-Proposal Conference (Optional)	**October 3, 2017 – 10:00 am local Arizona time**
Questions due from Proposers	**October 6, 2017 – 3:00 pm local Arizona time**
City of Mesa response to Questions	**October 12, 2017**
Proposal Due Date	**October 23, 2017 – 3:00 pm local Arizona time**

VENDOR CONFERENCE / SITE VISIT:
Date and Time: October 3, 2017 – 10:00 a.m. local Arizona time
Location: City of Mesa – Mesa City Plaza
20 E Main Street, Conference Room 450 South
Mesa, AZ 85201
Teleconference Number: 480-644-6120; PIN 319405

The conference provides interested parties an opportunity to discuss the City and National IPA's needs and ask questions. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions:
Sharon Brause, CPPO, CPPB, CPCP
Senior Procurement Officer
PHONE: 480-644-2815
FAX: (480) 644-2655
Sharon.Brause@MesaAZ.gov

General or Process Questions:
Cyndi Gonzales
Procurement Specialist
PHONE: 480-644-2179
FAX: (480) 644-2655
Cyndi.Gonzales@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: http://www.mesaaz.gov/business/purchasing

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to http://mesaaz.gov/business/purchasing/vendor-self-service.

TABLE OF CONTENTS

		PAGE
NOTICE		1
TABLE OF CONTENTS		2
SECTIONS:		
INSTRUCTIONS		3 - 13
SCOPE OF WORK		14 - 18
ATTACHMENTS:		
ATTACHMENT A	PRICING	19
ATTACHMENT B	REQUIRED RESPONSE FORMS (5 pages)	20
ATTACHMENT C	RESPONDENT QUESTIONNAIRE	21
ATTACHMENT D	NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY ("PPA")	22
EXHIBITS:		
EXHIBIT 1	DRAFT AGREEMENT	23 - 39
EXHIBIT 2	MAILING LABEL	40

INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.

2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received after due date and time for vendor questions (October 6th) may be answered at the discretion of the City.

3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

ELECTRONIC RESPONSE:

a. Responses shall be submitted through the City of Mesa's Purchasing Website at http://www.mesaaz.gov/business/purchasing/bid-opportunities under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

HARD COPY RESPONSE:

a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies.** Do not use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.

b. Submit **one (1) flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).

c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa
Mesa City Plaza - Purchasing Division
20 East Main Street, Suite 400
Mesa, Arizona 85201

RFP No. 2018011 – Information Technology Solutions & Services

d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

INSTRUCTIONS

4. **RESPONSE FORMAT:**

Table of Contents. Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

TAB 2 - Program Description AND Method of Approach. Clearly define the services/products offered and Respondent's method of approach to including, but not limited, to the following criteria:

Deleted: materials

1. Provide a response to the national program.
   a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
   b. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.
5. Describe how your firm proposes to distribute the products/services nationwide.
6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:
   a. How many orders are processed daily on an average
   b. How many devices does your facility configure daily on an average
   c. What is the highest number of orders processed in a single day
   d. What is the highest number of devices configured in a single day from the facilities described
8. State any return and restocking policy, and any fees, if applicable associated with returns.
9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
10. Describe your delivery commitment:
    a. What is your fill rate guarantee?
    b. What are your delivery days?
    c. Do you offer next day delivery?
    d. How do you facilitate emergency orders?
    e. Are shipping charges exempt for ALL who use this contract?
    f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
11. Describe the types of customer service available to agencies that use this contract:

INSTRUCTIONS

a. Is online support available?
b. Is phone support available?
c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
d. How are problems resolved?
e. What are the location and hours of your call centers?
f. What response time is guaranteed when a customer service request is made?
g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.

12. Describe how your company will assist customers in navigating OEM warranty process.
13. Describe how your firm will notify customers of new products.
14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).
15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?
16. Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)
17. Describe options for leasing and financing and the various payment methods accepted.

TAB 3 -Pricing Forms. The cost portion of the Response should include the following criteria:

1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

TAB 4 - Qualifications. (Abilities, Experience and Expertise). The following information should be included:

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
5. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services
6. Please submit your FEIN and Dunn & Bradstreet report.
7. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.
8. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
9. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
10. Provide information regarding if your organization ever failed to complete any work awarded.

INSTRUCTIONS

11. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

TAB 5 – Technology.

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
   a. to search for products
   b. to find alternate products (if a certain product is not available)
   c. to perform side-by-side price comparison of products
   d. to order products
   f. to track order status, to include backordered items
   g. to determine when an item was received and who received it
   h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
   i. to create approval paths/levels for orders, to include creating an approval path for restricted items
   j. to create a "favorites" list or subscribed purchases other personalized list of frequently ordered items
   k. to create a "shared" list for an agency to use
   l. to obtain online customer service
   m. to receive online training
   n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
   o. to track their budget for purchases
   p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. How does your company leverage your website to inform customers of the additional savings that may be available.
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?
8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

TAB 6 - Other Forms. The following forms should be completed and signed:

INSTRUCTIONS

1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
   - ☐ Response will be sent in time to be received by City before Response due date and time.
   - ☐ Original and proper number of copies submitted
   - ☐ Response container properly labeled
   - ☐ Pricing, math double-checked, form completed and included (Attachment A)
   - ☐ Required Response Forms completed and included (Attachment B)
   - ☐ Respondent Questionnaire form completed and included (Attachment C)
   - ☐ Response to a National Program (Attachment D)
   - ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
   - ☐ Warranty information, as applicable

6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent;

(iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

INSTRUCTIONS

14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.

15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

    Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

INSTRUCTIONS

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, geographical region or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the products or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

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19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; (iv) adjust points from the Respondent's score in the applicable evaluation criteria category or categories; or (v) accept any or all of a Respondent's exceptions.

20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.

21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.

    To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:

    a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.

    b. Intentionally invoice any amount greater than provided in a contract or to invoice for products or services not provided.

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    c. Intentionally offer or provide sub-standard products or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.

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22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

INSTRUCTIONS

23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

24. **PRESENTATIONS/INTERVIEWS:** The City reserves the right to conduct interviews which may include a demonstration of the supplier's website with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

26. **ADDITIONAL INVESTIGATIONS.** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

27. **PRIOR EXPERIENCE.** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

28. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.

29. **CRITERIA FOR EVALUATION AND AWARD:**

    a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers.	500
Firm's Qualifications & Experience Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent's suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, and the City's experience with a Respondent.	300
Firm's Proposed Pricing Pricing will be evaluated based on the below criteria.	200

INSTRUCTIONS

The City has provided various sample items on the City of Mesa Market Basket Pricing (See Attachment A – "Pricing") for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible.

Full Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.

   1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.

   2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) Not contact any or all of a Respondent's references as the City may evaluate reference information provided in a Response; (2) Contact references not included in a Respondent's Response; and (3) Utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).

30. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.

31. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

32. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

It is the Respondent's responsibility to check the City of Mesa Purchasing website at http://mesaaz.gov/business/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

33. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at http://mesaaz.gov/business/purchasing. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:
Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Matt.Bauer@MesaAZ.gov

ADDRESS APPEALS TO:
Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

34. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work and the Technical Requirements will be compiled into any resulting contract as Exhibit A.

1. **INTENT**. The City of Mesa (the "City") is requesting proposals from firms qualified to provide Information Technology Solutions and Services to be delivered to various locations throughout the City. Requirements and qualifications are defined in detail in the following Scope of Work and Technical Requirements Sections of this Request for Proposal (RFP).

2. **NATIONAL CONTRACT REQUIREMENTS**. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in products distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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   National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over $100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment D.

   The City anticipates spending approximately $10 million over the full potential Master Agreement term for IT Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Solutions purchased under the Master Agreement through National IPA is approximately $500 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **MINIMUM REQUIREMENTS**. Offerors should be able to meet the following minimum qualifications:
   a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
   b) Have a strong national presence as a computer solutions provider.
   c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
   d) Have a demonstrated sales presence.
   e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
   f) Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

SCOPE OF WORK

4. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier is through the following:

   a) Online
   b) Telephone
   b) Fax
   c) Email

5. **DELIVERY REQUIREMENT.** Supplier agrees to deliver all products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and added, and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Supplier may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.

6. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

   a) Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Suppliers that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

   b) Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   c) High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   d) Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   e) Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Suppliers may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

   f) Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

   g) Computer and Network Products and Peripherals: Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

SCOPE OF WORK

h) Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Supplier must install them unless the Participating Agency request they not be installed. Supplier shall provide these assembly and installation services as stated in applicable order and additional terms and fees may apply.

i) Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

j) Financing: Options available such as lease programs and conditional sales contracts.

7. **LICENSES**. Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

8. **AWARD**. It is the City's intention that a single or limited number of awards will be made under this solicitation however at the City's sole discretion, the City may consider multiple awards (See "Reservations").

9. **DEFECTIVE PRODUCT**. All defective products shall be replaced and exchanged by the Supplier as permitted under the manufacturers return policy and Supplier's Return Policy found at www.shi.com/returnpolicy. In any event, the OEM's policies (which may include processing as a warranty claim) will apply. Supplier will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City.

Deleted: The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.

10. **TERM**. This solicitation is for awarding a purchasing contract to cover an initial **five (5) year term.** An estimated initial term of **January 1st, 2018** through **December 31st, 2022**, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

The parties agree any job orders, project agreements or maintenance agreements executed against Contract during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

11. **RENEWALS**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year periods.** Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

12. **EXTENSIONS**. Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Supplier to provide the services/products under this Agreement. The City intends to notify the Supplier in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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13. **PRICING**. Suppliers shall provide a price in the format of a minimum percentage discount off a verifiable price index. Suppliers may submit discounts for various manufacturers. At the time of purchase, suppliers may offer deeper discounts beyond the discounted price list, based on volume or other factors, as

applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Supplier requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Supplier will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Price discounts will be evaluated by applying the Supplier's discount to the prices listed on the verifiable price index.

It is the Supplier's responsibility to provide the City with an up-to-date price list for the duration of the contract.

a) **Prices**. All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Supplier providing the products/service including transportation and delivery insurance. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Supplier further agrees that any reductions in the price of the products or services covered by this Agreement will apply to the undelivered balance. The Supplier shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Supplier and response by the City's Purchasing Division.

b) **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or services must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Supplier should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Supplier may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

c) **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Supplier based on the mutual agreement of the parties. The Supplier may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Supplier. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

Commented [PB1]: Warranty coverage is provided by the manufacturer (OEM) and not SHI. The manufacturers standard warranties apply unless the customer wishes to purchase extended warranty.

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SCOPE OF WORK

14. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Supplier must obtain and retain throughout the term of the Agreement, at a minimum, the following:

a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Supplier operates with no employees, Supplier must provide the City with written proof Supplier has no employees. If employees are hired during the course of this Agreement, Supplier must procure worker's compensations in accordance with Arizona law.

b. The Supplier shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

c. Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Supplier shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Supplier's insurance shall be primary of all other sources available. When the City is a certificate holder, the Supplier agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Supplier where permitted by law."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

ATTACHMENT A
PRICING

Offerors must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.

2018011 Pricing.xlsx

ATTACHMENT B
REQUIRED RESPONSE FORMS

Solicitation Required Response Forms.docx

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Respondent Company Name/ DBA:	
Years in business providing similar services:	
Contractor's License No(s): (Submit a copy with the Response) Number of employees at location that would serve under a contract from the Solicitation:	Type:
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. **At least one reference should be comparable in size to the City's proposed contract.**	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided:	
List any other information which may be helpful in determining your qualifications for a potential contract:	

ATTACHMENT D
NATIONAL IPA PRICIPAL PROCUREMENT AGENCY ("PPA")

Attachment D
PPA.docx

EXHIBIT 1
DRAFT AGREEMENT

mesa·az

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Phone	
Fax	

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this ___ day of _____, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp, a(n) New Jersey corporation(("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

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RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

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C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 1, 2018** and ending on **December 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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   1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order.

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EXHIBIT 1
DRAFT AGREEMENT

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the ServicesProducts, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement or any mutually agreed upon written agreements made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions
      2. National IPA Agreement
      3. Scope of Work
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor Response

5. **Payment**.

   5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractors shall provide a price in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the proposed discount structure.

   Price discounts will be evaluated by applying the Contractor's discount to the list prices on the verifiable price index.

   It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

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EXHIBIT 1
DRAFT AGREEMENT

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the Products/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

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The Contractor further agrees that any reductions in the price of the Products or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

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6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

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During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

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6.3 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

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6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of Products or services provided;
h. If Products provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes
j. Total amount due.

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6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for products/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

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7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

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7.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor, where permitted by law.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

EXHIBIT 1
DRAFT AGREEMENT

7.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability Insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders prior to shipment of the products or provide a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such products to Contractor. All returns shall be made in accordance with Contractor's Return Policy The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices**. All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

10. WARRANTY. Contractor warrants that the services will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service provided by Contractor will not relieve Contractor from its obligations under this warranty. If any services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide such services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. PRODUCT WARRANTY.
Contractor is a value added reseller ("VAR") of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement. Contractor shall forward the warranties to the City which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the City shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between the City and OEM and the City agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

12. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits**. All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work / Technical Specifications
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) National IPA Agreement

16. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Limitation of Liability**
    NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

18. Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

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19. Title, Risk of Loss, Returns

A. Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within 24 hours after such delivery.

B. All returns of Product shall be made in accordance to Contractor's Return Policy found at www.shi.com/returnpolicy

20. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

21. **Headings**. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____ Printed Name

EXHIBIT 1
DRAFT AGREEMENT

CONTRACTOR NAME

_____
Title

By: _____

_____
Date

_____
Printed Name

REVIEWED BY:

_____
Title

By: _____

_____
Date

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT A
SCOPE OF WORK

The Scope of Work / Technical Specifications, National IPA Agreement and Contractor Response will be added here when Agreement is finalized.

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EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT B
PRICING
Attachment A Pricing will be added here when Agreement is finalized.

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EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

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4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

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7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will

require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. .

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

Deleted: The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.¶
iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from state and local sales/use taxes.

EXHIBIT 1
DRAFT AGREEMENT

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

    12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

    12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any financial records related to the performance of work specified herein once per calendar year. Contractor will permit such inspections and audits during normal business hours and upon 30 days' notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **DEFAULT.**

    a. A party will be in default if that party:

        i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

        ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

        iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

        iv. Fails to carry out any term, promise, or condition of the Agreement.

    b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

    c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

    d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

Deleted: In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement

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Deleted: <#>**BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

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SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

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assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

    a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

    b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor.,

    c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

    d. Neither party will be liable for incidental, special, or consequential damages.

16. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

17. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

18. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

19. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

20. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has received Contractor's properly prepared final invoice.

21. Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order

22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

23. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) willful misconduct by Contractor personnel under this

Deleted: If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

Deleted: both completed its appraisal of the materials and services provided and

Deleted: the services provided

Agreement; (ii) any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with the law in fulfillment of the services under this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

f. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

g. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of products or services or any products or services at all under this Agreement and acknowledges and agrees that the products or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for products or services which exceed its actual needs.

h. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

i. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

j. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

k. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

l. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Products or equipment incidental to providing these services and such loss, injury, or destruction of the Products prior to delivery of the Products to the City. Risk of loss shall vest fully in the City after such delivery.

m. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

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Deleted: <#>**WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction ¶
Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications

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EXHIBIT 1
DRAFT AGREEMENT

n. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything manufactured by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

o. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

p.

q. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

r. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

s. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

t. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

u. **INTEGRATION CLAUSE.** This Exhibit C, along with the Master Agreement and including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

Deleted: <#>**WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties

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Moved up [1]: FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

Commented [PB11]: We aren't doing professional services.

Deleted: A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.¶
¶
Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district

Deleted: Agreement

v. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

w. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

x. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

y. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

DRAFT

EXHIBIT 2
MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

Solicitation # 2018011 INFORMATION TECHNOLOGY SOLUTIONS & SERVICES
Due Date: October 23, 2017, at 3:00 p.m. local Arizona time

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

ATTACHMENTS

Immediately following are documents called out as additional information within our response.

- D&B Report
- List of partners – this is in no way a complete list but an overview of partners that SHI can provide.

D&B REPORT

DNBi Risk Management

Printed By:Akil
Date Printed:F

Live Report : SHI INTERNATIONAL CORP.

D-U-N-S® Number: 61-142-9481
Trade Names: SOFTWARE HOUSE INTERNATIONAL - S H I
Endorsement/Billing Reference: lee_harrell@SHI.com

D&B Address

Address 290 Davidson Ave
Somerset, NJ, US - 08873

Phone 732 764-8888

Fax 732-805-0818

Location Type Headquarters

Web www.shi.com

Added

Last Vi

Endors

Company Summary

Currency: Sh

Score Bar

Sales (Revenue)	5,797,204,000	Source
Net Worth	294,433,000	Source
Assets - Total	1,305,888,000	Source
Bankruptcy Found	No	
Commercial Credit Score	526	Moder
Commercial Credit Score Percentile	69	Moder
D&B Viability Rating	1 3 A A	View M
Current Ratio	1.3	Source
Credit Limit - D&B Aggressive	900,000.00	Based
PAYDEX®	73	Paying

Commercial Credit Score Class

Commercial Credit Score Class: 3
Lowest Risk:1;Highest Risk :5

Financial Stress Score Class

Financial Stress Score Class: 2
Lowest Risk:1;Highest Risk :5

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	THAI LEE, CEO
Year Started	1989
Employees	2850 (1400 Here)
Financing	SECURED
SIC	7371 , 7374
Line of business	Custom computer programing, data processing/ preparation
NAICS	541511
History Status	CLEAR
Financial Condition	FAIR

Public Filings

The following data includes both o
found in D&B's database on this c

Record Type	Number of Records
Bankruptcies	0
Judgments	0
Liens	1
Suits	0
UCCs	68

The public record items contained
paid, terminated, vacated or relea

Corporate Linkage

Subsidiaries (International)

Company	City , Country
SHI INTERNATIONAL CORP	Milton Keynes , UNITED KINGDOI
SHI Canada ULC	North York , CANADA
SHI INTERNATIONAL SAS	ISSY LES MOULINEAUX , FRANC

Branches (Domestic)

SHI INTERNATIONAL CORP.	INDIANAPOLIS , Indiana
SHI INTERNATIONAL CORP.	CHAPEL HILL , North Carolina
SHI INTERNATIONAL CORP.	WAYNE , Pennsylvania
SHI INTERNATIONAL CORP.	DURHAM , North Carolina
SHI INTERNATIONAL CORP.	CROFTON , Maryland
SHI INTERNATIONAL CORP.	REMER , Minnesota
SHI INTERNATIONAL CORP.	EL SEGUNDO , California
SHI INTERNATIONAL CORP.	NEW YORK , New York
SHI INTERNATIONAL CORP.	SOUTHFIELD , Michigan
SHI INTERNATIONAL CORP.	ISSAQUAH , Washington

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.

Branches (International)

Company	City , Country
Software House International	NORTH VANCOUVER , CANADA
SHI International Corp.	CENTRAL DISTRICT , HONG KONG

Predictive Scores

Currency: SI

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more info

D&B Rating Key

D&B Rating : **5A3**

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 3 is fair

The Rating was changed on May 5, 2015 because the History of the company is now "Clear ".

Working Capital:	$253,466,000	(As of 31-Dec-14)

Payment Activity:	**(based on 247 experiences)**
Average High Credit:	993,122
Highest Credit:	50,000,000
Total Highest Credit:	209,080,850

D&B Credit Limit Recommendation

Conservative credit Limit	400,000
Aggressive credit Limit:	900,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses with
and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit d
combination with other elements which reflect the individual company's size, financial strength, payment history,
derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. Se

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, o
creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid mod

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 p
average of businesses in D & B's database

Financial Stress Class : 2 (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid de

Probability of Failure:

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial charact
classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over
Probability of Failure - National Average represents the national failure rate and is provided for comparative
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable com
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile
using a scorecard approach to determining overall business performance.

Norms	National %
This Business	77
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

Similar risk compared to other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills seve
average of businesses in D & B's database.

Credit Score Class : 3 Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **5.80 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **526** (Highest Risk: 101; Lowest Risk:670)

This Business	69
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Trade Payments

Currency: S

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as r
Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	**73**	Equal to 11 days beyond terms (Pays more slowly than the average for it
Industry Median is	**79**	Equal to 2 days beyond terms
Payment Trend currently is	↔	Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are some the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	247
Payments Within Terms (not weighted)	66 %
Trade Experiences with Slow or Negative Payments(%)	42.51%

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary In
data processing/preparation , based on SIC code 7371 .

Shows the trend in D&B PAYDEX scoring over the past 12 months

	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/1
This Business	73	72	72	72	73	73	73	73	74	7
Industry Quartiles										
Upper	80	.	.	80	.	.	80	.	.	8
Median	79	.	.	79	.	.	79	.	.	7
Lower	72	.	.	72	.	.	72	.	.	7

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The 12-month high is 74 , or equal to 9 DAYS BEYOND terms
The 12-month low is 72 , or equal to 12 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Prim
programing, data processing/preparation , based on SIC code 7371 .

Previous Year	03/14 Q1'14	06/14 Q2'14	09/14 Q3'14
This Business	76	77	73
Industry Quartiles			
Upper	80	80	80
Median	79	79	79
Lower	72	72	72

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
The present industry median Score is 79 , or equal to 2 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Summary

There are 247 payment experience(s) in D&Bs file for the most recent 24 months, with 165 experience(s) report

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 15,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industr

	Total Revd (#)	Total Amts	Largest High Credit Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90	90>	
Top Industries								
Whol electronic parts	20	71,122,000	50,000,000	50	50	0	0	0
Whol computers/softwr	17	101,800,500	50,000,000	98	2	0	0	0
Prepackaged software	11	4,300,000	2,000,000	91	7	0	2	0
Telephone communictns	11	224,850	100,000	98	2	0	0	0
Mfg computers	10	15,357,750	8,000,000	90	8	2	0	0
Nonclassified	9	723,750	500,000	61	39	0	0	0
Custom programming	7	1,008,750	600,000	50	0	30	0	20
Short-trm busn credit	7	155,100	100,000	90	10	0	0	0
Whol office supplies	5	62,250	55,000	56	44	0	0	0
Misc business credit	5	95,000	50,000	100	0	0	0	0
Whol office equipment	4	2,285,000	1,000,000	49	11	18	0	22
Mfg process controls	4	195,000	65,000	67	33	0	0	0
Mfg photograph equip	4	33,500	25,000	100	0	0	0	0
Trucking non-local	4	6,250	5,000	40	12	8	0	40
Whol appliances	3	4,002,750	4,000,000	100	0	0	0	0
Whol misc profsn eqpt	3	203,000	200,000	51	49	0	0	0
Misc business service	3	43,500	40,000	97	0	3	0	0
Engineering services	3	67,500	35,000	96	0	2	0	2
Public finance	3	31,750	30,000	100	0	0	0	0
Mfg calculating eqpt	3	15,750	15,000	3	0	95	0	2
Ret mail-order house	3	11,000	7,500	69	11	20	0	0
Mfg electric test prd	3	15,000	5,000	100	0	0	0	0
Arrange cargo transpt	3	2,850	2,500	0	6	0	94	0
Computer system desgn	2	2,050,000	2,000,000	49	50	1	0	0

Tour operator	1	65,000	65,000	100	0	0	0	0
Air courier service	1	45,000	45,000	50	0	0	0	50
Mfg relays/controls	1	45,000	45,000	50	0	0	0	50
Electric eqpt repair	1	25,000	25,000	50	0	0	50	0
Mfg recording media	1	20,000	20,000	0	0	100	0	0
Mfg refrig/heat equip	1	20,000	20,000	100	0	0	0	0
Copper roll/drawing	1	10,000	10,000	100	0	0	0	0
Whol auto parts	1	7,500	7,500	0	100	0	0	0
Mfg nonwd office furn	1	5,000	5,000	50	50	0	0	0
Ret stationery	1	5,000	5,000	50	0	50	0	0
Help supply service	1	5,000	5,000	100	0	0	0	0
Misc publishing	1	2,500	2,500	50	0	0	50	0
Nonphysical research	1	2,500	2,500	0	100	0	0	0
Natnl commercial bank	1	2,500	2,500	100	0	0	0	0
Mfg signs/ad specltys	1	2,500	2,500	100	0	0	0	0
Ret electronics	1	2,500	2,500	100	0	0	0	0
Mfg plane engine/part	1	1,000	1,000	0	0	0	0	100
Coating/engrave svcs	1	1,000	1,000	50	50	0	0	0
Whol industrial equip	1	1,000	1,000	100	0	0	0	0
Whol piece goods	1	1,000	1,000	50	50	0	0	0
Information retrieval	1	1,000	1,000	100	0	0	0	0
Gravure printing	1	1,000	1,000	50	0	0	50	0
Mfg computer terminal	1	1,000	1,000	50	50	0	0	0
Mfg manifold forms	1	750	750	100	0	0	0	0
Whol heating/ac equip	1	500	500	0	0	100	0	0
Whol nondurable goods	1	500	500	100	0	0	0	0
Mfg telephone equip	1	250	250	100	0	0	0	0
Mfg frozen deserts	1	250	250	0	0	100	0	0
Books-print/publish	1	100	100	0	0	0	0	100
Reg misc coml sector	1	100	100	100	0	0	0	0
Mfg broadcastng equip	1	100	100	0	100	0	0	0
Mfg misc office eqpt	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Whol chemicals	1	50	50	0	0	0	0	100
Mfg lab apparatus	1	0	0	0	0	0	0	0

Other payment categories

	Ppt	40,000	30,000	0	
	Ppt	30,000	100		Lease Agreemr
	Ppt	1,000	1,000	0	
	Ppt-Slow 30	500,000	250,000	250,000	N30
	Ppt-Slow 30	45,000	25,000	7,500	N30
	Slow 30	10,000	10,000	10,000	N30
01/16	Ppt	40,000,000	20,000,000	0	N30
	Ppt	7,000,000	7,000,000	0	N30
	Ppt	1,000,000	95,000	0	
	Ppt	500,000	100	0	
	Ppt	100,000	100,000	0	
	Ppt	85,000	20,000	0	
	Ppt	50,000	25,000	0	
	Ppt	40,000	25,000	0	
	Ppt	40,000	35,000	0	
	Ppt	25,000	0		
	Ppt	20,000	20,000	0	N30
	Ppt	15,000	10,000	0	
	Ppt	10,000	0	0	
	Ppt	7,500	7,500	0	
	Ppt	5,000	5,000	0	
	Ppt	5,000	2,500	0	
	Ppt	5,000	0		
	Ppt	5,000	0	0	
	Ppt	5,000	5,000	0	
	Ppt	2,500	2,500	0	
	Ppt	2,500	0	0	N30
	Ppt	2,500	0	0	
	Ppt	2,500	2,500	0	
	Ppt	2,500	250	0	
	Ppt	2,500	750	0	
	Ppt	2,500	2,500	0	
	Ppt	2,500	0	0	
	Ppt	1,000	1,000	0	
	Ppt	1,000	0	0	

	Ppt-Slow 30	5,000	1,000	1,000	1 15 N3(
	Ppt-Slow 30	1,000	0	0	
	Ppt-Slow 60	600,000	85,000	15,000	
	Ppt-Slow 60	2,500	2,500	1,000	
	Ppt-Slow 60	1,000	0	0	
	Ppt-Slow 90	100,000	0	0	
	Ppt-Slow 90	25,000	15,000	15,000	
	Ppt-Slow 90	1,000	500	500	
	Ppt-Slow 240	5,000	0	0	
	Slow 10	500	0	0	
	Slow 10	500	0	0	N30
	Slow 30	100,000	25,000	25,000	
	Slow 30	7,500	7,500	5,000	
	Slow 30	2,500	1,000	1,000	N30
	Slow 60	500	0	0	N30
	Slow 60	500	100	0	
	Slow 90	2,500	2,500	2,500	
	Slow 30-90	1,000	500	100	
	Slow 30-90	250	250	250	
	Slow 30-90	100	100	100	
	Slow 30-90+	15,000	7,500	7,500	
	Slow 90+	50	50	50	
	(077)	0	0	0	Cash account
06/15	Slow 60	20,000	0	0	N30
03/15	Slow 60	20,000	0	0	
	(080) Credit refused .	100	100	100	

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyo over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade ex reported.

Public Filings

Amount	**64**
Status	**Released**
CASE NO.	J819037
Type	County Tax
Filed By	TAX COLLECTOR
Against	SHI INTERNATIONAL CORP, SAN FRANCISCO, CA
Where Filed	SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA
Date Status Attained	11/20/15
Date Filed	01/03/14
Latest Info Received	12/23/15

UCC Filings

Type	Continuation
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2004-05-18
Latest Info Received	06/01/04
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	All Negotiable instruments including proceeds and products - All I products - All Account(s) including proceeds and products - All Cc and products - and OTHERS
Type	Amendment
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2005-02-01

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY IBM CREDIT COR
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2009-03-16
Latest Info Received	05/15/09
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-03
Latest Info Received	12/20/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SHI INTERNATIONAL CORP. and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-12-21
Latest Info Received	04/07/12
Original UCC Filed Date	1999-08-05

Type	Partial release
Sec. Party	IBM CREDIT LLC, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-06-25
Latest Info Received	09/04/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	SECURITY INTEREST and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-08-01
Latest Info Received	09/28/12
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	CONTRACT and proceeds
Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2012-11-01
Latest Info Received	01/10/13
Original UCC Filed Date	1999-08-05

Type	Partial release
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-02-13
Latest Info Received	04/18/13
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Continuation
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2014-04-16
Latest Info Received	09/09/14
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	Inventory including proceeds and products - Chattel paper includi
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL
Debtor	SHI INTERNATIONAL CORP
Filing No.	26077512
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-09-14
Latest Info Received	10/14/11

Filing No.	51220974
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2015-06-25
Latest Info Received	07/31/15

Collateral	Accounts receivable and proceeds - Account(s) and proceeds
Type	Original
Sec. Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIA
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50581191
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-07-25
Latest Info Received	08/16/13

Collateral	Inventory and proceeds - Assets and proceeds - Account(s) and p proceeds - and OTHERS
Type	Original
Sec. Party	EVERBANK COMMERCIAL FINANCE, INC., PARSIPPANY, NJ
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50451760
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2013-02-21
Latest Info Received	03/18/13

Collateral	Inventory and proceeds - Assets and proceeds - Account(s) and p proceeds - and OTHERS
Type	Original
Sec. Party	SG EQUIPMENT FINANCE USA CORP., JERSEY CITY, NJ
Debtor	SHI INTERNATIONAL CORP.

Collateral	General intangibles(s) including proceeds and products - Comput products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERI
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50126880
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-11-18
Latest Info Received	12/12/11

Collateral	General intangibles(s) including proceeds and products - Comput products - Equipment including proceeds and products
Type	Original
Sec. Party	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERI
Debtor	SHI INTERNATIONAL CORP.
Filing No.	50111916
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2011-10-28
Latest Info Received	11/11/11

Collateral	Equipment and proceeds
Type	Original
Sec. Party	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL E
Debtor	SHI INTERNATIONAL CORP.
Filing No.	26705781
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2015-05-14
Latest Info Received	07/28/15

Special Events

Currency: SI

Special Events

02/24/2016 -MERGER/ACQUISITION :

According to published reports, SHI International Corp. announced that it has acquired Eastridge, DUNS 12459

History & Operations

Currency: SI

Company Overview

Company Name:	SHI INTERNATIONAL CORP.
Doing Business As :	SOFTWARE HOUSE INTERNATIONAL , S H I
Street Address:	290 Davidson Ave Somerset , NJ 08873
Phone:	732 764-8888
Fax:	732-805-0818
URL:	http://www.shi.com
History	Is clear
Operations	Profitable
Present management control	27 years
Annual Sales	5,797,204,000

History

The following information was reported: **05/06/2015**

Officer(s):	THAI LEE, CEO KOGUAN LEO, CHB HAL JAGGER, V PRES PAUL NG, CFO-SEC-V PRES

Operations

05/06/2015

	Provides computer programming services, specializing in software development or a processing, and preparation and data processing services.
Description:	Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and g International.
	Nonseasonal.
Employees:	2,850 which includes officer(s). 1,400 employed here.
Facilities:	Owns 440,000 sq. ft. in on 1st-4th floor of a five story brick a building.
Location:	Central business section on side street.
Branches:	This business has multiple branches, detailed branch/division information is available tree products.
Subsidiaries:	This business has one subsidiary.
	Shi/Government Solutions, Inc.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit S a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web window.

7371 0300 Computer software development and applications

7374 0000 Data processing and preparation

7374 9902 Data processing service

NAICS:

541511 Custom Computer Programming Services

518210 Data Processing, Hosting, and Related Services

518210 Data Processing, Hosting, and Related Services

Financials

Sales	5,797,204,000
Long Term Liab	0
Net Profit (Loss)	89,269,000

Additional Financial Data

Fiscal Consolidated statement dated DEC 31 2014

Assets		**Liabilities**
Cash	84,268,000	Accts Pay
Accts Rec	1,122,641,000	Wholesale Financing Agree Ad
Inventory	52,776,000	Accruals
Prepaid Exps & Sundry Receivable	5,236,000	Due To Related Party
Curr Assets	**1,264,921,000**	**Curr Liabs**
Fixt & Equip	40,162,000	COMMON STOCK
Security Deposits & Other Assets	805,000	ADDIT. PD.-IN CAP
		ACCUM OTHER COMPREHE
		RETAINED EARNINGS
Total Assets	**1,305,888,000**	**Total Liabilities + Equity**

From JAN 01 2014 to DEC 31 2014 annual sales $5,797,204,000; cost of goods sold $5,354,580,000. Gross pr $348,727,000. Operating income $93,897,000; other income $794,000; other expenses $3,512,000; net income $1,910,000. Net income $89,269,000.

Extent of audit, if any, not indicated.

Fixed assets shown net less $33,278,760 depreciation.

On MAY 01 2015 Akif Nizam, controller, referred to the above figures.

Efficiency		
Assets to Sales %	22.5	88.1
Sales / Net Working Capital	22.9	3.0
Utilization		
Total Liabilities / Net Worth (%)	343.5	59.5

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PARTNERS

Immediately following is a high-level list of the products SHI is able to provide to the City of Mesa/IPA. Upon award, SHI would be happy to provide a much more comprehensive list if necessary.

3M - Computer Accessories, Digital Telephones
3M - General Accessories and Telephony
Accellion - Software
Acer - Computer Accessories, Digital Telephones
Acer - Computers
Acer - Displays and monitors
Acronis Software - General Accessories and Telephony
Acronis Software - Software
Acronis Software - Software
AddOn - Cables
AddOn - General Accessories and Telephony
AddOn - Memory
Adesso - Computer Accessories, Digital Telephones
Adobe - Software
Agate Software - Software
AlienVault - Software
Alliance Enterprises - Software
Altova - Software
APC by Schneider Electric - Computer Accessories, Digital Telephones
APC by Schneider Electric - Racks
Apple - Computer Accessories, Digital Telephones
Apple - Computers
Apple - General Accessories and Telephony
Apricorn - Storage Products
Arcserve - Software
AssetWorks - Software
ASUSTeK COMPUTER - Computer Accessories, Digital Telephones
ASUSTeK COMPUTER - Computers
ASUSTeK COMPUTER - Displays and monitors
ASUSTeK COMPUTER - General Accessories and Telephony
Atlassian - Software
Attachmate - Software
Attunity - Software
Audio - Technica - General Accessories and Telephony
Autodesk - Software
Avery - Office Supplies
Axiom Memory Solutions - Batteries
Axiom Memory Solutions - Cables
Axiom Memory Solutions - General Accessories and Telephony
Axiom Memory Solutions - Memory
Axiom Memory Solutions - Storage Products
Axway - Software
B&B Electronics Manufacturing Company - General Accessories and Telephony

Barracuda Networks - General Accessories and Telephony
Barracuda Networks - Software
Barracuda Networks - Storage Products
Battery Technology - Batteries
Battery Technology - General Accessories and Telephony
Belkin - Cables
Belkin - Computer Accessories, Digital Telephones
Belkin - Computer Bags and Cases
Belkin - General Accessories and Telephony
BenQ - Displays and monitors
Bentley Systems - Software
BeyondTrust Software - Software
Bitdefender - Software
Black Box - Cables
Black Box - Computer Accessories, Digital Telephones
Black Box - General Accessories and Telephony
Black Box - Racks
Bluebeam Software - Software
Bluebeam Software - Software
BMC Software - Software
Bomgar - Software
Box - Software
Brenthaven - Computer Bags and Cases
Brocade Communications Systems - Computer Accessories, Digital Telephones
Brocade Communications Systems - Software
Brocade Communications Systems - Software
Brother - Computer Accessories, Digital Telephones
Brother - Office Supplies
Brother - Printers
Buffalo Technology - Storage Products
BUSlink - General Accessories and Telephony
BUSlink - Storage Products
C2G - Cables
C2G - Computer Accessories, Digital Telephones
C2G - General Accessories and Telephony
CA Technologies - Software
Canon - Batteries
Canon - Cameras
Canon - Computer Accessories, Digital Telephones
Canon - General Accessories and Telephony
Canon - Printers
Carbon Black - Software
Cartegraph - Software
Case Logic - Computer Bags and Cases
Case Logic - General Accessories and Telephony
Cellebrite - Software
Check Point Software Technologies - General Accessories and Telephony
Check Point Software Technologies - Software

Cherwell - Software
Chief Manufacturing - Computer Accessories, Digital Telephones
Cisco Systems - Cables
Cisco Systems - Computer Accessories, Digital Telephones
Cisco Systems - General Accessories and Telephony
Cisco Systems - Racks
Cisco Systems - Software
Cisco Systems - Software
Cisco Systems - Storage Products
Citrix Systems - Software
CODi - Computer Bags and Cases
CommVault Systems - Software
Comprehensive Cable - Cables
Condusiv Technologies - Software
Corel - Software
CrowdStrike - Software
CSI Technology Group - Software
Da-Lite Screen - General Accessories and Telephony
Decision Lens - Software
Dell - Batteries
Dell - Cables
Dell - Computer Accessories, Digital Telephones
Dell - Computer Bags and Cases
Dell - Computers
Dell - Displays and monitors
Dell - General Accessories and Telephony
Dell - Memory
Dell - Printers
Dell - Racks
Dell - Storage Products
D-Link Systems - Computer Accessories, Digital Telephones
DocuSign - Software
Dropbox - Software
Eaton Corporation - Computer Accessories, Digital Telephones
Eaton Corporation - Racks
EDGE Memory - Memory
EDGE Memory - Storage Products
Elite Screens - General Accessories and Telephony
Embarcadero Technologies - Software
Embarcadero Technologies - Software
EMC - Software
enChoice - Software
EntIT Software LLC - Software
EntIT Software LLC - Software
Epson - Computer Accessories, Digital Telephones
Epson - General Accessories and Telephony
Epson - Printers
eReplacements - Batteries

eReplacements - General Accessories and Telephony
Ergotron - Computer Accessories, Digital Telephones
Ergotron - General Accessories and Telephony
Erwin - Software
Erwin - Software
ESET - Software
Exabeam, Inc - Software
F5 Networks - Software
Faronics - Software
Fellowes - General Accessories and Telephony
FireEye - Software
Fischer International Identity - Software
Flexera Software - Software
Forcepoint LLC - Software
ForeScout Technologies - Software
ForgeRock - Software
Fortinet - General Accessories and Telephony
Fortinet - Software
Fortinet - Software
Fujifilm - Cameras
Fujitsu - Batteries
Fujitsu - Computer Accessories, Digital Telephones
Fujitsu - Computer Bags and Cases
Fujitsu - Computers
Fujitsu - General Accessories and Telephony
Fujitsu - Memory
Fujitsu - Storage Products
Genus Technologies - Software
GFI Software - Software
GlobalSCAPE - General Accessories and Telephony
GlobalSCAPE - Software
Griffin Technology - General Accessories and Telephony
Hewlett Packard Enterprise - Cables
Hewlett Packard Enterprise - Computer Accessories, Digital Telephones
Hewlett Packard Enterprise - Computers
Hewlett Packard Enterprise - General Accessories and Telephony
Hewlett Packard Enterprise - Memory
Hewlett Packard Enterprise - Racks
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Storage Products
Honeywell - Computer Accessories, Digital Telephones
Honeywell - General Accessories and Telephony
Honeywell - Printers
Hootsuite - Software
HP, Inc. - Batteries
HP, Inc. - Computer Accessories, Digital Telephones
HP, Inc. - Computer Bags and Cases

HP, Inc. - Computers
HP, Inc. - Displays and monitors
HP, Inc. - General Accessories and Telephony
HP, Inc. - Memory
HP, Inc. - Office Supplies
HP, Inc. - Printers
HP, Inc. - Software
HP, Inc. - Storage Products
IBM - Computer Accessories, Digital Telephones
IBM - Software
Idera - Software
Imperva - Software
Imprivata, Inc. - Software
Incapsulate LLC - Software
Incipio Technologies - Computer Bags and Cases
Incipio Technologies - General Accessories and Telephony
Informatica Corporation - Software
Intel - General Accessories and Telephony
Intel - Storage Products
Intermec - Printers
Intermedix - Software
InterSystems - Software
IOGEAR - Computer Accessories, Digital Telephones
Ipswitch - Software
Ipswitch - Software
Ivanti - Software
Jabra - General Accessories and Telephony
JAMF Software - Software
JAMF Software - Software
Juniper Networks - General Accessories and Telephony
Kaspersky Labs - Software
Kaspersky Labs - Software
Kensington - Computer Accessories, Digital Telephones
Kensington - Computer Bags and Cases
Kensington - General Accessories and Telephony
Kingston Technology - Memory
Kingston Technology - Storage Products
Kodak - Cameras
Kofax Image Products - Software
Kronos - Software
Laserfiche - Software
Lawsoft - Software
Lenovo - Batteries
Lenovo - Computer Accessories, Digital Telephones
Lenovo - Computer Bags and Cases
Lenovo - Computers
Lenovo - Displays and monitors
Lenovo - General Accessories and Telephony

Lenovo - Memory
Lenovo - Racks
Lenovo - Storage Products
Lexmark International - Computer Accessories, Digital Telephones
Lexmark International - General Accessories and Telephony
Lexmark International - Printers
LG Electronics - Displays and monitors
LifeSize - Software
Lightspeed Systems - Software
LockPath, Inc - Software
Logitech - Cameras
Logitech - Computer Accessories, Digital Telephones
Logmein, Inc. - Software
LogRhythm - Software
Malwarebytes - Software
McAfee - Software
Micro Focus - Software
Micron Technology - Memory
Microsoft - Cameras
Microsoft - Computer Accessories, Digital Telephones
Microsoft - Computers
Microsoft - Software
Mimecast - Software
Mobile Edge - Computer Bags and Cases
Mobile Edge - General Accessories and Telephony
Modo Labs - Software
MuleSoft - Software
NEC - Computer Accessories, Digital Telephones
NEC - Displays and monitors
NEC - General Accessories and Telephony
NETGEAR - Computer Accessories, Digital Telephones
NETGEAR - General Accessories and Telephony
NetMotion Wireless - Software
NetOp - Software
Netscout Systems - Software
NetWrix Corporation - Software
Nimble Storage - Software
Nintex - Software
Nuance Communications - Software
Nutanix - Software
OGIO - Computer Bags and Cases
OKI - Computer Accessories, Digital Telephones
OKI - Printers
Olympus - General Accessories and Telephony
OpenText - Software
Oracle - Software
OtterBox - General Accessories and Telephony
Overland Storage - Storage Products

Palo Alto Networks - Software
Panasonic - Batteries
Panasonic - Computer Accessories, Digital Telephones
Panasonic - Computers
Panasonic - Displays and monitors
Panasonic - General Accessories and Telephony
Panasonic - Office Supplies
Panduit - Cables
Panduit - General Accessories and Telephony
Panduit - Racks
Pega - Software
Pega Systems - Software
Philips - Displays and monitors
Pitney Bowes - Software
Planar Systems - Displays and monitors
Plantronics - General Accessories and Telephony
PNY Technologies - Memory
Polycom - General Accessories and Telephony
PrinterLogic - Software
Promise Technology - General Accessories and Telephony
Proofpoint - Software
ProPhoenix - Software
QNAP Systems, Inc - General Accessories and Telephony
Qualtrics - Software
Qualys - Software
Quantum - Storage Products
Quest Software - General Accessories and Telephony
Quest Software - Software
Quest Software - Software
Quest Software - Storage Products
Rapid7 - Software
Raritan Computer - Computer Accessories, Digital Telephones
Red Gate Software - Software
Red Hat - Software
Ricoh - Computer Accessories, Digital Telephones
Ricoh - Office Supplies
Ricoh - Printers
Rocket Software, Inc. - Software
RSA Security - Software
Ruckus Wireless - General Accessories and Telephony
SailPoint - Software
Salesforce - Software
Salient Corporation - Software
Samsonite - Computer Bags and Cases
Samsung - Batteries
Samsung - Computer Accessories, Digital Telephones
Samsung - Computers
Samsung - Displays and monitors

Samsung - General Accessories and Telephony
Samsung - Memory
Samsung - Office Supplies
Samsung - Storage Products
SanDisk - Memory
SanDisk - Storage Products
SANS Institute - Software
SAP - Software
SAP BusinessObjects - Software
SAS Institute - Software
Seagate - General Accessories and Telephony
Seagate - Storage Products
Sennheiser - General Accessories and Telephony
SentinelOne - Software
Sentry Data Systems - Software
ServiceNow - Software
Sharp - Displays and monitors
SIIG - General Accessories and Telephony
Siteimprove - Software
Snow Software - Software
SolarWinds - Software
SolarWinds - Software
SonicWALL - General Accessories and Telephony
SonicWALL - Software
Sophos - Software
Spatial Data Logic - Software
Spillman Technologies, Inc. - Software
Splunk - Software
StarTech.com - Cables
StarTech.com - Computer Accessories, Digital Telephones
StarTech.com - General Accessories and Telephony
StarTech.com - Racks
StarTech.com - Storage Products
StorageCraft Technology - Software
SUPER MICRO Computer - General Accessories and Telephony
Swiftreach - Software
Symantec - Software
Symantec - Software
Tableau Software - Software
Tanium - Software
Targus - Computer Bags and Cases
Targus - General Accessories and Telephony
TechSmith - Software
Telerik - Software
Tenable Network Security - Software
Teradata - Software
ThreatTrack Security - Software
Thycotic - Software

Toshiba - Computer Accessories, Digital Telephones
Toshiba - Computers
Toshiba - Storage Products
Total Micro Technologies - Batteries
Total Micro Technologies - General Accessories and Telephony
Transcend Information - Memory
Transcend Information - Storage Products
Trend Micro - Software
Tripp Lite - Batteries
Tripp Lite - Cables
Tripp Lite - Computer Accessories, Digital Telephones
Tripp Lite - General Accessories and Telephony
Tripp Lite - Racks
TriTech Software Systems - Software
Turbonomic, Inc. - Software
Tyco Electronics - Displays and monitors
Tyler Technologies - Software
Unitrends Software - Software
Urban Factory - General Accessories and Telephony
V7 - General Accessories and Telephony
Vanguard Integrity Professionals - Software
Varonis - Software
Veeam Software - Software
Veeam Software - Software
Veracode - Software
Verbatim - Computer Accessories, Digital Telephones
Verbatim - Memory
Veritas Technologies LLC - Software
ViewSonic - Computer Accessories, Digital Telephones
ViewSonic - Displays and monitors
ViewSonic - General Accessories and Telephony
VIZIO - Displays and monitors
VMware - Software
Vmware - Software
WatchGuard Technologies - General Accessories and Telephony
Webroot Software - Software
Western Digital - General Accessories and Telephony
Western Digital - Storage Products
Xerox - Computer Accessories, Digital Telephones
Xerox - General Accessories and Telephony
Xerox - Office Supplies
Xerox - Printers
Zebra Technologies - Batteries
Zebra Technologies - Cables
Zebra Technologies - Computer Accessories, Digital Telephones
Zebra Technologies - Printers
Zix Corporation - Software
ZOHO Corporation - Software

Zonar Systems - Software
Zscaler - Software

National Pricing Discount

RFP #2018011

For each item listed on the National Priceing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellows, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
B. Describe the catalog or index that discounts will be taken.
C. Describe any special manufacturer pricing available to Participating Agencies.
D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add a manufacturers/discou	
Item #	**Product**	**Product / Group**	**Proposed Discount**	**Manufacturer Name**	**Proposed Discount**	**Manufactur**
1)	Group 1 - Systems	1) Desktops	4%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4%	SHI's Full Catalog of Systems	%	
		3) Tablets	4%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4%	SHI's Full Catalog of Systems	%	
		5) Keyboards	4%	SHI's Full Catalog of Input Devices	%	

2)	Group 2 - Input Devices	6) Mice	4%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4%	SHI's Full Catalog of Input Devices	%	
		16) Displays	4%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4%	SHI's Full Catalog of Output Devices	%	

3)	Group 3 - Output Devices	22) Dot Matrix Printers	4%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4%	SHI's Full Catalog of Output Devices	%	
		36) Desktop	4%	SHI's Full Catalog of Memory	%	
		37) Flash	4%	SHI's Full Catalog of Memory	%	

4)	Group 4 - Memory	38) Networking	4%	SHI's Full Catalog of Memory	%	
		39) Notebook	4%	SHI's Full Catalog of Memory	%	
		40) Printer / Fax	4%	SHI's Full Catalog of Memory	%	
		41) Server	4%	SHI's Full Catalog of Memory	%	
		42) Adapters Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
		43) Adapters FireWire / USB	4%	SHI's Full Catalog of Storage Devices	%	
		44) Adapters IDE/ATA/SATA	4%	SHI's Full Catalog of Storage Devices	%	
		45) Adapters RAID	4%	SHI's Full Catalog of Storage Devices	%	
		46) Adapters SCSI	4%	SHI's Full Catalog of Storage Devices	%	
		47) Bridges & Routers	4%	SHI's Full Catalog of Storage Devices	%	
		48) Disk Arrays	4%	SHI's Full Catalog of Storage Devices	%	
		49) Disk Arrays JBOD	4%	SHI's Full Catalog of Storage Devices	%	
		50) Drives Magneto-Optical	4%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4%	SHI's Full Catalog of Storage Devices	%	

5)	Group 5 - Storage Devices	54) Hard Disks - Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
		55) Hard Disks - IDE/ATA/S	4%	SHI's Full Catalog of Storage Devices	%	
		56) Hard Disks - Notebook	4%	SHI's Full Catalog of Storage Devices	%	
		57) Hard Disks - SCSI	4%	SHI's Full Catalog of Storage Devices	%	
		58) Networking Accessories	4%	SHI's Full Catalog of Storage Devices	%	
		59) Optical Drives - CD-ROM	4%	SHI's Full Catalog of Storage Devices	%	
		60) Optical Drives - CD-RW	4%	SHI's Full Catalog of Storage Devices	%	
		61) Optical Drives - DVD-CD	4%	SHI's Full Catalog of Storage Devices	%	
		62) Optical Drives - DVD-RW	4%	SHI's Full Catalog of Storage Devices	%	
		63) Storage Accessories	4%	SHI's Full Catalog of Storage Devices	%	
		64) Storage - NAS	4%	SHI's Full Catalog of Storage Devices	%	
		65) Storage - SAN	4%	SHI's Full Catalog of Storage Devices	%	
		66) Tape Autoloaders -AIT	4%	SHI's Full Catalog of Storage Devices	%	
		67) Tape Autoloaders - DAT	4%	SHI's Full Catalog of Storage Devices	%	
		68) Tape Autoloaders - DLT	4%	SHI's Full Catalog of Storage Devices	%	
		69) Tape Autoloaders - LTO	4%	SHI's Full Catalog of Storage Devices	%	

		70) Tape Drives - 4mm	4%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4%	SHI's Full Catalog of Storage Devices	%	
		78) 10/100 Hubs & Switches	4%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	4%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Swtiches	4%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	4%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	4%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	4%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	4%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	4%	SHI's Full Catalog of Network Equipment	%	

6)	Group 6 - Network Equipment	86) Network Test Equipment	4%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	4%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	4%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transcievers	4%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	4%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4%	SHI's Full Catalog of Software	%	
		100) Licensing - Cloning	4%	SHI's Full Catalog of Software	%	
		101) Licensing - Computer Services	4%	SHI's Full Catalog of Software	%	

102) Licensince - Database	4%	SHI's Full Catalog of Software	%	
103) Licensing - Development	4%	SHI's Full Catalog of Software	%	
104) Licensing - Entertainment	4%	SHI's Full Catalog of Software	%	
105) Licensing - Financial	4%	SHI's Full Catalog of Software	%	
106) Licensing - Flow Chart	4%	SHI's Full Catalog of Software	%	
107) Licensing - Graphic Design	4%	SHI's Full Catalog of Software	%	
108) Licensing - Handheld	4%	SHI's Full Catalog of Software	%	
109) Licensing - Network OS	4%	SHI's Full Catalog of Software	%	
110) Licensing - OS	4%	SHI's Full Catalog of Software	%	
111) Licensing - Personal Organization	4%	SHI's Full Catalog of Software	%	
112) Licensing - Presentation	4%	SHI's Full Catalog of Software	%	
113) Licensing - Reference	4%	SHI's Full Catalog of Software	%	
114) Licensing - Report Analysis	4%	SHI's Full Catalog of Software	%	
115) Licensing - Spreadhseet	4%	SHI's Full Catalog of Software	%	
116) Licensing - Utilities	4%	SHI's Full Catalog of Software	%	
117) Licensing - Warranties	4%	SHI's Full Catalog of Software	%	

7)	Group 7 - Software	118) Licensing - Web Development	4%	SHI's Full Catalog of Software	%	
		119) Licensing - Word Processing	4%	SHI's Full Catalog of Software	%	
		120) Software - Backup	4%	SHI's Full Catalog of Software	%	
		121) Software - Barcode / OCR	4%	SHI's Full Catalog of Software	%	
		122) Software - Business Application	4%	SHI's Full Catalog of Software	%	
		123) Software - CAD/CAM	4%	SHI's Full Catalog of Software	%	
		124) Software - Cloning	4%	SHI's Full Catalog of Software	%	
		125) Software - Computer Services	4%	SHI's Full Catalog of Software	%	
		126) Software - Database	4%	SHI's Full Catalog of Software	%	
		127) Software - Development	4%	SHI's Full Catalog of Software	%	
		128) Software - Entertainment	4%	SHI's Full Catalog of Software	%	
		129) Software - Financial	4%	SHI's Full Catalog of Software	%	
		130) Software - Flow Chart	4%	SHI's Full Catalog of Software	%	
		131) Software - Graphic Design	4%	SHI's Full Catalog of Software	%	
		132) Software - Handheld	4%	SHI's Full Catalog of Software	%	
		133) Software - OS	4%	SHI's Full Catalog of Software	%	

		134) Software - Personal Organization	4%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4%	SHI's Full Catalog of Media Supplies	%	

		150) Media - SLR tape	4%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4%	SHI's Full Catalog of Other	%	

163) Asset Management	4%	SHI's Full Catalog of Other	%	
164) Cables	4%	SHI's Full Catalog of Other	%	
165) Cables - custom	4%	SHI's Full Catalog of Other	%	
166) Cables - printer	4%	SHI's Full Catalog of Other	%	
167) Complex warranties	4%	SHI's Full Catalog of Other	%	
168) Desktop Accessories	4%	SHI's Full Catalog of Other	%	
169) Display Accessories	4%	SHI's Full Catalog of Other	%	
170) Electronic Services	4%	SHI's Full Catalog of Other	%	
171) Handheld Accessories	4%	SHI's Full Catalog of Other	%	
172) Imaging Accessories	4%	SHI's Full Catalog of Other	%	
173) Imaging - Camcorders	4%	SHI's Full Catalog of Other	%	
174) Imaging - Digital Cameras	4%	SHI's Full Catalog of Other	%	
175) Intrenal Lab Service	4%	SHI's Full Catalog of Other	%	
176) Lab fees	4%	SHI's Full Catalog of Other	%	
177) Managed Services	4%	SHI's Full Catalog of Other	%	
178) Miscellaneous solutions	4%	SHI's Full Catalog of Other	%	

179) Mounting hardware for vehicles	4%	SHI's Full Catalog of Other	%	
180) Networking Warranties	4%	SHI's Full Catalog of Other	%	
181) Notebook Accessories	4%	SHI's Full Catalog of Other	%	
182) Notebook Batteries	4%	SHI's Full Catalog of Other	%	
183) PC Lab order services	4%	SHI's Full Catalog of Other	%	
184) POS Accessories	4%	SHI's Full Catalog of Other	%	
185) POS Displays	4%	SHI's Full Catalog of Other	%	
186) Power Accessories	4%	SHI's Full Catalog of Other	%	
187) Power Surge Protection	4%	SHI's Full Catalog of Other	%	
188) Power UPS	4%	SHI's Full Catalog of Other	%	
189) Server Accessories	4%	SHI's Full Catalog of Other	%	
190) Service Charge	4%	SHI's Full Catalog of Other	%	
191) System Components	4%	SHI's Full Catalog of Other	%	
192) Training Courses	4%	SHI's Full Catalog of Other	%	
193) Training Reference Manuals	4%	SHI's Full Catalog of Other	%	
194) Warranties - Electronic	4%	SHI's Full Catalog of Other	%	

195) iPAD / Tablet Stylus	4%	SHI's Full Catalog of Other	%	
196) Mouse / Wrist Pads	4%	SHI's Full Catalog of Other	%	
197) Security Locks and Hardware	4%	SHI's Full Catalog of Other	%	
198) Tools	4%	SHI's Full Catalog of Other	%	
199) Document Scanner Accessories	4%	SHI's Full Catalog of Other	%	
200) Flatbed Scanners	4%	SHI's Full Catalog of Other	%	
201) Mobile Scanners	4%	SHI's Full Catalog of Other	%	
202) Network Scanners	4%	SHI's Full Catalog of Other	%	
203) Sheetfed Scanners	4%	SHI's Full Catalog of Other	%	
204) Wide Format Scanners	4%	SHI's Full Catalog of Other	%	
205) Workgroup / Department Scanner	4%	SHI's Full Catalog of Other	%	
206) Build to Order Desktops	4%	SHI's Full Catalog of Other	%	
207) Nettop	4%	SHI's Full Catalog of Other	%	
208) Point of Sale	4%	SHI's Full Catalog of Other	%	
209) Ultra Small Form Factor	4%	SHI's Full Catalog of Other	%	
210) Apple / Mac Memory Upgrades	4%	SHI's Full Catalog of Other	%	

10)	Group 10 - Other	211) Chips / SIMMs/SIPPs / ROMs	4%	SHI's Full Catalog of Other	%	
		212) Computer Cases	4%	SHI's Full Catalog of Other	%	
		213) CPUs / Fans	4%	SHI's Full Catalog of Other	%	
		214) Membory Accessories	4%	SHI's Full Catalog of Other	%	
		215) Motherboards / Chassis	4%	SHI's Full Catalog of Other	%	
		216) 1 - 2 port Serial Boards	4%	SHI's Full Catalog of Other	%	
		217) 3+ port Serial Boards	4%	SHI's Full Catalog of Other	%	
		218) Console Server	4%	SHI's Full Catalog of Other	%	
		219) Device Server	4%	SHI's Full Catalog of Other	%	
		220) Terminal Server	4%	SHI's Full Catalog of Other	%	
		221) Content Management	4%	SHI's Full Catalog of Other	%	
		222) Firewall / VPN Applicances	4%	SHI's Full Catalog of Other	%	
		223) Multifunction Security Appliances	4%	SHI's Full Catalog of Other	%	
		224) Network Camera Accessories	4%	SHI's Full Catalog of Other	%	
		225) Network Cameras	4%	SHI's Full Catalog of Other	%	
		226) Physical/Environmental Security	4%	SHI's Full Catalog of Other	%	

227) Security Applicance Accessories	4%	SHI's Full Catalog of Other	%	
228) Security Tokens	4%	SHI's Full Catalog of Other	%	
229) Unified Threat Management	4%	SHI's Full Catalog of Other	%	
230) 2-way Radios / Walkie Talkies	4%	SHI's Full Catalog of Other	%	
231) Apple Notebooks	4%	SHI's Full Catalog of Other	%	
232) Convertible PCs / Slate PCs / iPAD	4%	SHI's Full Catalog of Other	%	
233) iPAD	4%	SHI's Full Catalog of Other	%	
234) Slate Tablet Computers	4%	SHI's Full Catalog of Other	%	
235) GPS / PDA	4%	SHI's Full Catalog of Other	%	
236) Wireless Communication Devices	4%	SHI's Full Catalog of Other	%	
237) Batteries	4%	SHI's Full Catalog of Other	%	
238) Power Supplies / Adapters	4%	SHI's Full Catalog of Other	%	
239) Rackmountain Equipment	4%	SHI's Full Catalog of Other	%	
240) Remote Power Management	4%	SHI's Full Catalog of Other	%	
241) Surge Suppressors	4%	SHI's Full Catalog of Other	%	
242) UPS / Battery Backup	4%	SHI's Full Catalog of Other	%	

243) 14" & smaller LCD Display	4%	SHI's Full Catalog of Other	%	
244) 15-19" LCD Display	4%	SHI's Full Catalog of Other	%	
245) 15-19" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
246) 15-19" Wide LED Display	4%	SHI's Full Catalog of Other	%	
247) 20-30" LCD Display	4%	SHI's Full Catalog of Other	%	
248) 20-30" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
249) 20-30" Wide LED Display	4%	SHI's Full Catalog of Other	%	
250) PCoIP and Zero Client Displays	4%	SHI's Full Catalog of Other	%	
251) Arm Mounts	4%	SHI's Full Catalog of Other	%	
252) Ceiling Mounts	4%	SHI's Full Catalog of Other	%	
253) Combo Mounts	4%	SHI's Full Catalog of Other	%	
254) Desktop Stands / Risers	4%	SHI's Full Catalog of Other	%	
255) Flat Wlal Mounts	4%	SHI's Full Catalog of Other	%	
256) Mount Accessories	4%	SHI's Full Catalog of Other	%	
257) Pole Display	4%	SHI's Full Catalog of Other	%	
258) Stands / Carts / Feet	4%	SHI's Full Catalog of Other	%	

		259) Tilt Wall Mounts	4%	SHI's Full Catalog of Other	%	
		260) C-Cure Products	4%	SHI's Full Catalog of Other	%	
		261) Istar Products	4%	SHI's Full Catalog of Other	%	
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**	SHI will work with local partners when the City is getting the best value. Price vary depending on the local partners. are an average.	
		Design and Analysis	$ 125.00	4%		
		Configuration	$ 165.00	4%		
		Implementation	$ 185.00	4%		
		Installation	$ 185.00	4%		
		Training	$ 99.00	4%		
		Maintenance & Support	$ 99.00	4%		
		Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)		%		
12)	Group 12 - Additional Products/Services Not Identified	Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				
		Respondents please add				

All discounts articulated here represent the minimum discounts off SHI Advertis
higher.
The comprehensive SHI offering for National IPA consists of all hardware, softw
public sector marketplace. The discount structure offered to National IPA is bas
www.shi.com. In many cases, SHI Advertised List Price already reflects a substa
Given the breadth of manufacturers and products that SHI offers, there will be
discounts for eligible contract users. We work to provide your contract users wi
beyond the minimum discounts offered, whenever possible.
SHI prides ourselves on being honest and transparent with our customers espec
structure on SHI Advertised Price as this is a verifiable source. We do not inflat
discounts appear larger. Other vendors may use MSRP or Publisher List price, w
every product, a pricelist can change from day to day, and a pricelist can be inc
information from. When a vendor manipulates contract language in this manne
increase in profit for them and higher prices for customers.
If awarded, SHI is willing to provide complete transparency over the life of the c
National IPA customers.

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Item Description	Item Number	Unit of Measure	% Off Catalog Discount (As identifed on National Pricing Tab)	MSRP Price	Extended Price (MSRP - % Off Catalog)
HP EliteBook x360 1030 G2 (Energy Star)	1BS95UT#ABA	EA	4.00%	$ 1,339.00	$ 1,285.44
10.5-inch Apple iPad Pro Wi-Fi + Cellular 64GB - Space Gray	MQEY2LL/A	EA	4.00%	$ 825.00	$ 792.00
Dell OptiPlex 7050 Small Form Factor	~~S028O7050SFFUSR~~ 83F9F	EA	4.00%	$1,055.45	$ 1,013.23
Dell Latitude 5480 Laptop	~~S022L548014USR~~ 4C99R	EA	4.00%	$1,143.91	$ 1,098.16
Samsung Galaxy Tab E - Tablet - Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	4.00%	$ 210.00	$ 201.60
Logitech MX800 Wireless Keyboard & Mouse	920-006237	EA	4.00%	$ 141.00	$ 135.36
Microsoft Designer Bluetooth Desktop Keyboard and Mouse set	7N9-00001	EA	4.00%	$ 83.00	$ 79.68
Microsoft Wireless Comfort Desktop 5050 Keyboard and Mouse set	PP4-00001	EA	4.00%	$ 58.00	$ 55.68
Logitech MK120 USB Wired Keyboard/Mouse set	920-002565	EA	4.00%	$ 14.00	$ 13.44
Kensington Pro Fit Keyboard and Mouse set	K72324US	EA	4.00%	$ 32.00	$ 30.72
HP 27ER 27 Inch Display	T3M88AA#ABA	EA	4.00%	$241.63	$ 231.96
HP DesignJet T830 36-in Multifunction Printer	F9A30A#B1K	EA	4.00%	$ 6,907.00	$ 6,630.72
Dell UltraSharp 27" 4K Monitor	U2718Q	EA	4.00%	$ 643.00	$ 617.28
InFocus IN1116 - DLP Projector - Portable - 3D	IN1116	EA	4.00%	$ 887.00	$ 851.52
PNY NVIDIA NVS 810 Graphics Card - 2GPU's - NVS 810 - 4GB	VCNVS810DVI-PB	EA	4.00%	$ 704.00	$ 675.84
Kingston DDR4-32 GB- DIMM 288-pin	KTH-PL424/32G	EA	4.00%	$ 410.00	$ 393.60
Cisco DDR4-32 GB- DIMM 288-pin	UCS-MR-1X322RV-A	EA	4.00%	$710.48	$ 682.06
Cisco DDR3L-32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	4.00%	$821.34	$ 788.49
Kingston DDR3-64 GB- DIMM 240-pin	~~KVR16R11D4K4/64-CT64G4LFQ424A~~	EA	4.00%	$978.90	$ 939.75
Proline - DDR - 1GB - DIMM 184-pin	ASA5510-MEM-1GBCDW	EA	4.00%	$ 237.51	$ 228.01
Western Digital Red 6 TB internal HD	WD60EFRX	EA	4.00%	$ 261.00	$ 250.56

Seagate Video 3.5 HDD ST4000VM000 4TB	~~ST40000VM000~~ ST4000VX007	EA	4.00%	$134.30	$ 128.93
~~Dell PowerVault RD1000 RDX USB external~~	~~RD1000~~	~~EA~~	~~4.00%~~	~~$ 162.00~~	~~$ 155.52~~
Samsung 850 EVO 250 GB Internal SSD	MZ-75E250B/AM	EA	4.00%	$ 113.00	$ 108.48
SanDisk Cruzer Blade - USB flash drive 8 GB	SDCZ50-008G-B35	EA	4.00%	$ 6.00	$ 5.76
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	N7K-C7010=	EA	4.00%	$ 17,700.00	$ 16,992.00
Extreme Networks C-Series C5 C5G124-24P2 Switch 24 ports Managed	C5G124-24P2	EA	4.00%	$4,895.06	$ 4,699.26
Juniper EX4200 24F - Switch - Managed	EX4200-24F-TAA	EA	4.00%	$10,758.00	$ 10,327.68
Ruckus ZoneFlex R600 - Wireless Access Point	901-R600-US00	EA	4.00%	$ 811.00	$ 778.56
Juniper EX 2200 24P switch managed	EX2200-24P-4G	EA	4.00%	$ 1,433.00	$ 1,375.68
Adobe Acrobat Pro 2017 - License - 1User	65280374AF01A00	EA	4.00%	$407.97	$ 391.65
Adobe Acrobat Standard 2017 - License - 1 User	65280416AD01A00	EA	4.00%	$ 310.00	$ 297.60
Microsoft Project Professional 2016 - Box Pack - 1PC	H30-05451	EA	4.00%	$ 1,021.00	$ 980.16
Microsoft Windows 10 Pro License 1User	FQC-08930	EA	4.00%	$ 157.00	$ 150.72
Nuance Dragon Naturally Speaking Premium Box Pack Version (13) 1User	K609A-G00-13.0	EA	4.00%	$ 195.00	$ 187.20
Verbatim DataLifePlus DVD-R Media 50 Pack	95078	PK	4.00%	$ 19.00	$ 18.24
Memorex DVD+R x 25 Storage media	~~05618~~ 05638	PK	4.00%	$18.10	$ 17.38
Kingston Data Traveler SE9 G2 16GB USB 3.0	DTSE9G2/16GB	EA	4.00%	$ 15.00	$ 14.40
Apricorn Aegis Secure Key 3.0 - USB Flash Drive - 120GB	ASK3-120GB	EA	4.00%	$ 236.00	$ 226.56
Optical Quantum White Inkjet Hub Printable BD-R	OQBDRDL06WIPH-25	EA	4.00%	$72.36	$ 69.47
OpenScape Desk Phone	~~IP 55G~~ SIPL30250-F600-C281	EA	4.00%	$528.50	$ 507.36
MediaTrix C711 8 FXS Gateway	C711-01-MX-D2000-K-000	EA	4.00%	$371.20	$ 356.35
~~Avaya Business Series Terminal T7208 - Digital Phone~~	~~NT8B26AAMAE6~~	~~EA~~	4.00%	~~#N/A~~	~~#N/A~~
APC1500VA	SMT1500	EA	4.00%	$ 524.00	$ 503.04
APC Smart-UPS X 3000VA Rack UPS	SMX3000RMLV2U	EA	4.00%	$ 1,547.00	$ 1,485.12
AirMagnet Survey Pro/Planner and Spectrum XT Bundle - License and Media (1 license)	AM/A1580	EA	4.00%	$ 5,610.00	$ 5,385.60

Total Price	$ 62,157.82

DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Vendor Name __SHI International Corp___