



City of Charlotte Cooperative Purchasing Agreement
Technology Products and Related Services/RFP # 269-2019-117



SHI International Corp



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September 19, 2019

Judson Cross
600 E. Fourth St., 9th Floor
Charlotte, NC 28202

Dear Judson Cross:

SHI is pleased to provide the following proposal to the City of Charlotte in response to your request for proposal for the City of Charlotte Technology Products and Related Services - RFP # 269-2019-117. The intent of our proposal is to illustrate why we are best qualified to meet the needs of the City of Charlotte and the Charlotte Cooperative Purchasing Alliance (CCPA), providing evidence of our ability to deliver the highest quality solutions at the best possible cost.

Over the past 30 years, SHI has transformed from a \$1 million "software-only" regional reseller into a leading global provider of technology services and solutions. We have over 4,000 employees worldwide and we are the largest Minority and Woman Owned Business Enterprise (MWBE) in the U.S. In 2018, SHI reported earnings of \$10B, which demonstrates 17% growth over 2017. Our Public Sector business represents \$1.8B of that overall number.

We believe our growth stems from several key factors:

- Our commitment to the Public Sector, with over 180 dedicated Public Sector sales representatives based within their State or region.
- Our ability to help our customers streamline and improve the management of their hardware procurement, deployment, and recovery.
- Our extensive catalog and the ease with which we can expand our offerings to include new and emerging technology or partners that have a traditional direct to customer sales model.
- Our commitment to putting our customers' needs first, with a specific focus on cost savings for every eligible contract user and every purchase.

With local offices in Charlotte and across the State of North Carolina, we are confident that we are uniquely positioned to help Charlotte continue their focus on meeting the evolving needs of the City and the CCPA members. As detailed in our response, we have a local presence with the City's dedicated Account Executive, Richard Treadway as well Adam Rosenberger, the Field Solutions Engineer whose focus is on helping the City and CCPA customers develop a technical strategy that meets their needs. We feel based on our current relationship and existing contracts with the City we are prepared and qualified to continue assisting the City with their IT products and service needs. Should you have any questions regarding our response, please contact Meghan Flisakowski at meghan.flisakowski@SHI.com or 512-317-0799. Thank you for your consideration, and know we look forward to working with the City of Charlotte on this project!

Respectfully,

A handwritten signature in blue ink, appearing to read 'Meghan Flisakowski', is written over a light blue rectangular background.

Meghan Flisakowski
Proposal Manager



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Proposed Solution.

Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested. If you wish to add supplemental information, it shall be labeled "Supplemental Information."

General Scope.

The City and Participating Public Agencies requires multiple Companies to provide various technology Products and applicable Services. While the Participating Public Agencies is flexible with respect to certain elements of the Technology Products and Related Services, the following specific requirements and preferences apply.

Technology Products

The Products required include, but are not limited to:

- *Desktop printers*
- *Scanners*
- *Projectors*
- *Smartboards*
- *Plotters*
- *Tablet computers (e.g., Microsoft SurfacePro®)*
- *Ruggedized tablet and laptop computers (e.g., Panasonic Toughbooks® and ToughPads®)*
- *Security cameras and components*
- *Wireless cameras and components*
- *Servers*
- *Computer peripherals (e.g., keyboards, mice, speakers, cords, adapters)*
- *Power protection (uninterruptable power supply)*
- *Audio/visual equipment (e.g., televisions, speakers, amplifiers, switching, video and audio recording and microphones)*
- *Mobile and wireless communications equipment and related peripherals (e.g., modems and in-car routers)*
- *Network hardware (e.g., identity engines, switches)*
- *Commercial off the shelf ("COTS") software*
- *Subscription and/or cloud-based software*
- *Firewalls*
- *Services related to the above*

All Products shall be provided in new condition. City of Charlotte-specific standards for the above items, where applicable, are included as Exhibit B. Where no standards are included, the City does not have specific standards for those Products at this time.



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*This Project does **not** include the following items:*

- *Dell products and services*
- *Cisco products and services*
- *Motorola products and services*
- *Oracle products and services*
- *Cabling Services*
- *Microsoft products and services*

SHI Response:

SHI acknowledges the requirement and will comply.

This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was *Purpose and Passion*, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader.

Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working **and** living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success.

As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Charlotte with an eagerness to help you work more efficiently and effectively.

We offer our complete catalogue of products and services to CCPA members as identified by the RFP. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual CCPA member.

In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product



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partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner.

In addition, SHI provides CCPA members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and CCPA's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem.

It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address CCPA Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each CCPA member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units.

Our purpose is to provide the best overall value to each CCPA member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with CCPA's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.

SHI understands that certain products will not be included with this contract and we will be able to ensure that those products are not included as part of this contract.

Technology Services

Product-Related Services.

Participating Public Agencies may require Services directly related to the Products listed in Section 3.1 including, but not limited to, implementation, customization, installation, basic maintenance and repair, consulting, project management and applicable software licenses.



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Other Services.

Participating Public Agencies may require other Services from time to time including, but not limited to, commercial off the shelf (COTS) software related maintenance and support.

Some Services may require a unique scope of work, pricing and specific terms.

SHI Response:

SHI acknowledges and will comply with this requirement.

Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs.

SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories.

At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist.

Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals.

The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services.

Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But CCPA can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value.

Should CCPA wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.



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Quantities

Participating Public Agencies reserve the right to purchase according to actual need and do not guarantee quantities. Multiple orders will be placed on an as needed basis during the term of the Contract.

SHI Response:

SHI acknowledges and will comply with this requirement. The SHI team will be ready to support the City with their purchasing needs.

Reporting Requirements

CCPA Quarterly Reports.

The Company shall provide quarterly usage reports in Excel format to City Procurement by the 30th of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the quarterly report. The reports must include but not limited to the City department, Participating Public Agency name, category, product/service description, product number, unit of measure, quantity, applicable percentage discount/list price, fixed unit price, and extended price for each item. The City and Participating Public Agency reserves the right to request additional information.

SHI Response:

SHI acknowledges and will comply with this requirement.

Environmental Reports.

The Company shall provide quarterly reports on all Products and Services purchased by the City or any other requesting Participating Public Agency on any item with an environmental element as described below.



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Environmental Purchasing Requirements.

The following are applicable items covered by the City's Sustainable Purchasing Policy that must be accommodated by the Company:

<i>Product or Service</i>	<i>Examples</i>	<i>Environmental Attributes</i>
<i>Electronics</i>	<i>Computers, phones, radios, printers, televisions, multifunction machines</i>	<i>Energy efficiency, lifecycle management</i>
<i>Records Management</i>	<i>Digital storage</i>	<i>End of life management</i>

Companies are required to provide information with their Proposals regarding the environmental attributes in Section 6, Form 12.

SHI Response:

SHI understands this request. As a Value Added Reseller, we do not manufacturer any of the products being requested. We will work with the manufacturers to get the requested information from the City.



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Required Forms.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered C through M.

Required Form 2 - Addenda Receipt Confirmation

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #: DATE Addendum

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Meghan Flisakowski 9/16/19

(Please Print Name) Date

Authorized Signature

Public Program Manager

Title

SHI International Corp

Company Name

Required Form 3 - Proposal Submission Form

This Proposal is submitted by:

Company Name: SHI International Corp

Representative (printed):

Address: 290 Davidson Ave

City/State/Zip: Somerset, New Jersey 08873

Email address: meghan_flisakowski@shi.com



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Telephone: 512-317-0799

Facsimile: _____

The representative signing above hereby certifies and agrees that the following information is correct:

In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.

For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.

Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.

As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.

As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.

It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.

This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.



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I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 7. As such, I have elected to do the following:

- Include exceptions to the Sample Contract in the following section of my Proposal: *Exceptions to RFP*
- Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

- The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____
- No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed):



Required Form 4 - Pricing Worksheet

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.

For purposes of this RFP, assume an initial term of three (3) years, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

Technology Products

Companies shall indicate below their offered discount off their then-current list cost on each Product category from Section 3.1 they provide and the URL where such current list costs can be found:

Companies shall indicate whether they are providing lower pricing on Products than in their North Carolina state contract, if applicable.

SHI Response:

Charlotte can review the current SHI Public pricelist at: <https://www.publicsector.shidirect.com/>

Category	Percentage off List Cost	URL
Desktop printers	2	
HP desktop printers	2	
Scanners	2	
Projectors	2	
Smartboards	3	
Plotters	3	
Tablet computers	2	
Microsoft Surface® tablets	2	
Ruggedized tablet and laptop computers	2.5	
Panasonic Toughbooks® and ToughPads®	2.5	
Security cameras and components	3.5	
Wireless cameras and components	3.5	
Servers	3.5	



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HP servers	3-5	
Computer peripherals	3	
Power protection	3	
Audio/visual equipment	3	
Mobile and wireless communications equipment and related peripherals	2	
Network hardware	3	
COTS software	3	
Subscription and/or cloud-based software	3	
Firewalls	3	

Technology Services

Companies shall indicate below their offered discount off their then-current list cost on both Product-related and other Service category as described in Section 3.3 and the URL where such current list costs can be found (add lines as needed):

SHI Response:

SHI acknowledges this requirement.

Service Description	Percentage off List Price	URL / Notes
Product-Related Services (Per Section 3.3.1)		
See SHI rate card		See attached
SHI Owned SOW (Statement of Work)	5	Where SHI is the prime contractor (Most product related services such as migrations, implementations and security services are customer specific needs which would require a statement of work and are priced per need. Standard pricing and rate cards may not apply.)
Vendor Sku'ed Services / Vendor owned SOW	2	Where the vendor is the prime contractor. Where vendor specific sku'ed services will be delivered.



Other Services (Per Section 3.3.2)		
SHI Warranty Care	5	See attached Complete Care pdf and rate spreadsheet
SHI Training Services	5	See attached pdf . Trainings include; <ul style="list-style-type: none">• Technical Training (for IT Professionals)<ul style="list-style-type: none">○ Microsoft○ VMware○ AWS○ Cisco○ Citrix○ HPE○ Nutanix○ Palo Alto○ Veeam○ Veritas○ Fortinet○ Red Hat○ EMC• End User Training<ul style="list-style-type: none">○ Windows 10○ Microsoft Office (all versions)<ul style="list-style-type: none">▪ Outlook▪ Teams▪ Skype▪ SharePoint▪ Word▪ Excel▪ PowerPoint▪ Access▪ OneDrive▪ OneNote• Professional Development<ul style="list-style-type: none">○ ITIL○ Project Management (PMI Certified)○ Agile○ Leadership Skills○ Communication Skills○ Productivity Skills○ Business Analysis• Security Training<ul style="list-style-type: none">○ CISSP○ CEH○ CompTIA



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		<ul style="list-style-type: none"> ○ Security + ○ Security Awareness ○ Social Engineering ○ Identify Theft <p>Delivery Methods:</p> <ul style="list-style-type: none"> ● Live-Onsite (customer location) ● Live-Online (Webinar) ● eLearning (Self-paced/online portal) – See attached PDF called SHI-CTG End User eLearning Highlights.
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ESG PROJECT MANAGER RESOURCES - Billed Hourly

ESG Project Management	Job Description	Fixed Price Rate/Hour	T&M Rate/Hour
Project Manager	Project Manager- can manage a range of projects from small to medium complexity, involving both internal resources and partner resources.	\$ 110	\$ 125
Sr. Project Manager	Senior Project Manager - experienced project manager who has demonstrated the ability to manage complex projects with many moving parts. They are often partnered with a PM to mentor them and provide SHI with a cost-effective solution for the customer. They manage deals > \$350K of revenue	\$ 150	\$ 175

NOTES:
 These rates do not include travel expenses.
 T&M rates must be quoted for 8 hours or more.



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ESG CONSULTING RESOURCES - Billed Daily and Hourly

ESG Consulting Resources	Job Description	End User Solution Group		Data Center Solution		Security Solution Group	
		Fixed Price Rate/Day	T&M Rate/Hour	Fixed Price Rate/Day	T&M Rate/Hour	Fixed Price Rate/Day	T&M Rate/Hour
System Engineer	System Engineer - subject matter expert in specific product(s). Delivers some design, implementation, and testing tasks. They do not work in the pre-sales design of solutions, project pricing or quoting – typically, only delivery of the solution/project as defined during pre-sales.	NA	NA	NA	NA	\$ 1,200	NA
Consultant	Consultant – the consultant requires less oversight, writes some documentation (design, build, and test), delivers some design services, does testing and may have an associate work with them. They generally work with customers and may be involved in issuing change orders. They do not work in the pre-sale design of solutions, project pricing or quoting – typically, only delivery of the solution/project as defined during pre-sales. Other practice duties include working on collateral, building small tools, and writing whitepapers.	\$ 1,200	\$ 175	NA	NA	\$ 1,600	\$ 225
Solution Architect	Solution Architect – at this level, an individual is involved in pricing engagements, working with customers to scope projects and is capable of delivering documentation for every phase of the services lifecycle including assessment, design, build, test, and upgrades/migrations. They would not spend as much time configuring components as a consultant. They would be responsible for a small to medium sized (a team of several consultants and/or associates) project. Other duties include working on collateral, building tools, writing whitepapers, presenting papers at conferences. Additional duties include developing specific collateral for consistent delivery of engagements for current technologies within a sub-practice.	\$ 1,600	\$ 200	\$ 1,600	\$ 225	NA	NA
Sr. Solution Architect	Sr. Solution Architect – this position is for an experienced Solution Architect, who is able to be a technical resource and lead on complex projects, managing the efforts of other technical resources. This person is also a Subject Matter Expert in their particular field.	NA	NA	\$ 1,800	\$ 250	\$ 2,200	\$ 275

CIS CONSULTING RESOURCES - Billed Hourly

CIS Consulting Resources	Job Description	Hourly Bill Rate
Cloud Developer	Cloud Developer - The "Cloud Developer" is focused on assisting the client in connecting cloud infrastructure for generating development pipelines. The discipline includes knowledge about repository systems, CICD, development methodology, RDMS and programming skills.	\$ 100
Senior Cloud Developer	Senior Cloud Developer – A "Senior Cloud Developer" extends the "Cloud Developer" discipline with networking, container management, testing methodology and security. Additionally, this staff member can assist in addressing cost analysis and debugging applications frameworks.	\$ 240
Project Manager	Project Manager - can manage a range of projects from small to medium complexity, involving both internal resources and partner resources.	\$ 125
Cloud Solutions Architect	Cloud Solutions Architect - Involved in working with customers to scope projects and is capable of delivering documentation for every phase of the services lifecycle including assessment, design, build, test, and upgrades/migrations. They would not spend as much time configuring components as a consultant. They would be responsible for a small to medium sized (a team of several consultants and/or associates) project. Other duties include working on collateral, building tools, writing whitepapers.	\$ 250



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SHI Part Number	Customer Cost	Brief Description	OEM	Term	Long Description
1YR-02-0060003-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Air - Rapture Rugged Black/Black
1YR-02-0060005-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Air 2 - Rapture Rugged Black/Black
1YR-81-0070001-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Air/Air2/9.7/Pro 9.7/ New - Rapture Black/Black
1YR-07-0050037-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Mini 4 - Rapture Black/Black
1YR-02-0060002-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Mini 4 - Rapture Rugged Black/Black
1YR-07-0050042-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad 5 (9.7) - Rapture Rugged Black/Black
1YR-02-0060007-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Pro 9.7 - Rapture Rugged Bk/Bk
1YR-02-0060008-LC	\$64.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Pro 10.5 - Rapture Rugged Black/Black
1YR-07-0050014-LC	\$64.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	1 Year	1YR Bundle iPad Pro 12.9 Gen 1/2 - Rapture Diary Pro Black/Black
1YR-81-0003002-LC	\$64.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Microsoft	1 Year	1YR Bundle MS Surface Pro 3/4/5 - Rapture Black
1YR-02-0060011-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	1 Year	1YR Bundle SS Tab A (2017) 8" - Rapture Ruggd Bk/Bk
1YR-81-0090001-LC	\$54.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	1 Year	1YR Bundle SS Tab A 10.1 - Rapture Rugged Bk/Bk
1YR-02-0060010-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	1 Year	1YR Bundle SS Tab E 8" - Rapture Rugged Bk/Bk
1YR-02-0060015-LC	\$64.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	1 Year	1YR Bundle SS Tab S3 9.7" - Rapture Rugged Bk/Bk



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1YR-81-0003009-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	1 Year	1YR Bundle Acer C731 Chromebook - Rapt Trans Smk/Bk
1YR-81-0003017-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	1 Year	1YR Bundle Acer R751TN-C5P3 Tra Smk/Bk
1YR-81-0003010-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Asus	1 Year	1YR Bundle Asus C202 Chromebook - Rapt Trans smk/Bk
1YR-81-0003004-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	1 Year	1YR Bundle Dell 3180 Latitude - Rapt Tranks Smk/Bk
1YR-81-0003003-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	1 Year	1YR Bundle Dell 3189 Chromebook - Rap Tranks Smk/Bk
1YR-81-0003018-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	1 Year	1YR Bundle HP G6 EE - Rapture Trans Smoke/Black
1YR-81-0003008-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	1 Year	1YR Bundle HP 11" G5 Chromebook - Rapt Trans Smk/Bk
1YR-81-0003001-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	1 Year	1YR Bundle HP 14" G4 T4M32UT#ABA Rapt Trn Smk/Black
1YR-81-0003013-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	1 Year	1YR Bundle Lenovo 100e Chromebook Gen 1 - Rap Tran Smk/Bk
1YR-81-0003006-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	1 Year	1YR Bundle Lenovo 300e Chromebook Gen 1 - Rap Tran Smk/Bk
1YR-81-0003014-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	1 Year	1YR Bundle Lenovo 500e Chromebook Gen 1 - Rap Tran Smk/Bk
1YR-81-0003005-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	1 Year	1YR Bundle Lenovo N23 Chromebook - Rap Trans Smk/Bk
1YR-81-0003015-LC	\$44.99	1YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	1 Year	1YR Bundle Lenovo N24/300e Windows - Rap Tra Smk/Bk
2YR-02-0060003-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Air - Rapture Rugged Black/Black
2YR-02-0060005-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Air 2 - Rapture Rugged Black/Black



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2YR-81-0070001-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Air/Air2/9.7/Pro 9.7/ New - Rapture Black/Black
2YR-07-0050037-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Mini 4 - Rapture Black/Black
2YR-02-0060002-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Mini 4 - Rapture Rugged Black/Black
2YR-07-0050042-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad 5 (9.7) - Rapture Rugged Black/Black
2YR-02-0060007-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Pro 9.7 - Rapture Rugged Bk/Bk
2YR-02-0060008-LC	\$74.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Pro 10.5 - Rapture Rugged Black/Black
2YR-07-0050014-LC	\$74.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	2 Year	2YR Bundle iPad Pro 12.9 Gen 1/2 - Rapture Diary Pro Black/Black
2YR-81-0003002-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Micros oft	2 Year	2YR Bundle MS Surface Pro 3/4/5 - Rapture Black
2YR-02-0060011-LC	\$69.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	2 Year	2YR Bundle SS Tab A (2017) 8" - Rapture Ruggd Bk/Bk
2YR-81-0090001-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	2 Year	2YR Bundle SS Tab A 10.1 - Rapture Rugged Bk/Bk
2YR-02-0060010-LC	\$ 74.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	2 Year	2YR Bundle SS Tab E 8" - Rapture Rugged Bk/Bk
2YR-02-0060015-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	2 Year	2YR Bundle SS Tab S3 9.7" - Rapture Rugged Bk/Bk
2YR-81-0003009-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	2 Year	2YR Bundle Acer C731 Chromebook - Rapt Trans Smk/Bk
2YR-81-0003017-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	2 Year	2YR Bundle Acer R751TN-C5P3 Tra Smk/Bk



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2YR-81-0003010-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Asus	2 Year	2YR Bundle Asus C202 Chromebook - Rapt Trans smk/Bk
2YR-81-0003004-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	2 Year	2YR Bundle Dell 3180 Latitude - Rapt Trunks Smk/Bk
2YR-81-0003003-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	2 Year	2YR Bundle Dell 3189 Chromebook - Rap Trunks Smk/Bk
2YR-81-0003018-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	2 Year	2YR Bundle HP G6 - Rapture Trans Smoke/Black
2YR-81-0003008-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	2 Year	2YR Bundle HP 11" G5 Chromebook - Rapt Trans Smk/Bk
2YR-81-0003001-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	2 Year	2YR Bundle HP 14" G4 T4M32UT#ABA Rapt Trn Smk/Black
2YR-81-0003013-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	2 Year	2YR Bundle Lenovo 100e Chromebook Gen 1 - Rap Tran Smk/Bk
2YR-81-0003006-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	2 Year	2YR Bundle Lenovo 300e Chromebook Gen 1 - Rap Tran Smk/Bk
2YR-81-0003014-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	2 Year	2YR Bundle Lenovo 500e Chromebook Gen 1 - Rap Tran Smk/Bk
2YR-81-0003005-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	2 Year	2YR Bundle Lenovo N23 Chromebook - Rap Trans Smk/Bk
2YR-81-0003015-LC	\$49.99	2YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	2 Year	2YR Bundle Lenovo N24/300e Windows - Rap Tra Smk/Bk
3YR-02-0060003-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Air - Rapture Rugged Black/Black
3YR-02-0060005-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Air 2 - Rapture Rugged Black/Black
3YR-81-0070001-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Air/Air2/9.7/Pro 9.7/ New - Rapture Black/Black



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3YR-07-0050037-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Mini 4 - Rapture Black/Black
3YR-02-0060002-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Mini 4 - Rapture Rugged Black/Black
3YR-07-0050042-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad 5 (9.7) - Rapture Rugged Black/Black
3YR-02-0060007-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Pro 9.7 - Rapture Rugged Bk/Bk
3YR-02-0060008-LC	\$79.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Pro 10.5 - Rapture Rugged Black/Black
3YR-07-0050014-LC	\$79.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	3 Year	3YR Bundle iPad Pro 12.9 Gen 1/2 - Rapture Diary Pro Black/Black
3YR-81-0003002-LC	\$86.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Micros oft	3 Year	3YR Bundle MS Surface Pro 3/4/5 - Rapture Black
3YR-02-0060011-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	3 Year	3YR Bundle SS Tab A (2017) 8" - Rapture Ruggd Bk/Bk
3YR-81-0090001-LC	\$64.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	3 Year	3YR Bundle SS Tab A 10.1 - Rapture Rugged Bk/Bk
3YR-02-0060010-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	3 Year	3YR Bundle SS Tab E 8" - Rapture Rugged Bk/Bk
3YR-02-0060015-LC	\$79.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	3 Year	3YR Bundle SS Tab S3 9.7" - Rapture Rugged Bk/Bk
3YR-81-0003009-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	3 Year	3YR Bundle Acer C731 Chromebook - Rapt Trans Smk/Bk
3YR-81-0003017-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	3 Year	3YR Bundle Acer R751TN-C5P3 Tra Smk/Bk
3YR-81-0003010-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Asus	3 Year	3YR Bundle Asus C202 Chromebook - Rapt Trans smk/Bk
3YR-81-0003004-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	3 Year	3YR Bundle Dell 3180 Latitude - Rapt Tranks Smk/Bk



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3YR-81-0003003-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	3 Year	3YR Bundle Dell 3189 Chromebook - Rap Trunks Smk/Bk
3YR-81-0003018-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	3 Year	3YR Bundle HP G6 - Rapture Trans Smoke/Black
3YR-81-0003008-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	3 Year	3YR Bundle HP 11" G5 Chromebook - Rapt Trans Smk/Bk
3YR-81-0003001-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	3 Year	3YR Bundle HP 14" G4 T4M32UT#ABA Rapt Trn Smk/Black
3YR-81-0003013-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	3 Year	3YR Bundle Lenovo 100e Chromebook Gen 1 - Rap Tran Smk/Bk
3YR-81-0003006-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	3 Year	3YR Bundle Lenovo 300e Chromebook Gen 1 - Rap Tran Smk/Bk
3YR-81-0003014-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	3 Year	3YR Bundle Lenovo 500e Chromebook Gen 1 - Rap Tran Smk/Bk
3YR-81-0003005-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	3 Year	3YR Bundle Lenovo N23 Chromebook - Rap Trans Smk/Bk
3YR-81-0003015-LC	\$54.99	3YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	3 Year	3YR Bundle Lenovo N24/300e Windows - Rap Tra Smk/Bk
4YR-02-0060003-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Air - Rapture Rugged Black/Black
4YR-02-0060005-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Air 2 - Rapture Rugged Black/Black
4YR-81-0070001-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Air/Air2/9.7/Pro 9.7/ New - Rapture Black/Black
4YR-07-0050037-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Mini 4 - Rapture Black/Black
4YR-02-0060002-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Mini 4 - Rapture Rugged Black/Black



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4YR-07-0050042-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad 5 (9.7) - Rapture Rugged Black/Black
4YR-02-0060007-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Pro 9.7 - Rapture Rugged Bk/Bk
4YR-02-0060008-LC	\$99.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Pro 10.5 - Rapture Rugged Black/Black
4YR-07-0050014-LC	\$99.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Apple	4 Year	4YR Bundle iPad Pro 12.9 Gen 1/2 - Rapture Diary Pro Black/Black
4YR-81-0003002-LC	\$99.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Microsoft	4 Year	4YR Bundle MS Surface Pro 3/4/5 - Rapture Black
4YR-02-0060011-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	4 Year	4YR Bundle SS Tab A (2017) 8" - Rapture Ruggd Bk/Bk
4YR-81-0090001-LC	\$84.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	4 Year	4YR Bundle SS Tab A 10.1 - Rapture Rugged Bk/Bk
4YR-02-0060010-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	4 Year	4YR Bundle SS Tab E 8" - Rapture Rugged Bk/Bk
4YR-02-0060015-LC	\$99.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Tab	4 Year	4YR Bundle SS Tab S3 9.7" - Rapture Rugged Bk/Bk
4YR-81-0003009-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	4 Year	4YR Bundle Acer C731 Chromebook - Rapt Trans Smk/Bk
4YR-81-0003017-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Acer	4 Year	4YR Bundle Acer R751TN-C5P3 Tra Smk/Bk
4YR-81-0003010-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Asus	4 Year	4YR Bundle Asus C202 Chromebook - Rapt Trans smk/Bk
4YR-81-0003004-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	4 Year	4YR Bundle Dell 3180 Latitude - Rapt Trunks Smk/Bk
4YR-81-0003003-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Dell	4 Year	4YR Bundle Dell 3189 Chromebook - Rap Trunks Smk/Bk
4YR-81-0003018-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	4 Year	4YR Bundle HP G6 - Rapture Trans Smoke/Black



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4YR-81-0003008-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	4 Year	4YR Bundle HP 11" G5 Chromebook - Rapt Trans Smk/Bk
4YR-81-0003001-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	HP	4 Year	4YR Bundle HP 14" G4 T4M32UT#ABA Rapt Trn Smk/Black
4YR-81-0003013-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	4 Year	4YR Bundle Lenovo 100e Chromebook Gen 1 - Rap Tran Smk/Bk
4YR-81-0003006-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	4 Year	4YR Bundle Lenovo 300e Chromebook Gen 1 - Rap Tran Smk/Bk
4YR-81-0003014-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	4 Year	4YR Bundle Lenovo 500e Chromebook Gen 1 - Rap Tran Smk/Bk
4YR-81-0003005-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	4 Year	4YR Bundle Lenovo N23 Chromebook - Rap Trans Smk/Bk
4YR-81-0003015-LC	\$74.99	4YR SHI Complete Care with a Case - Unlimited Accidental Damage Protection	Lenovo	4 Year	4YR Bundle Lenovo N24/300e Windows - Rap Tra Smk/Bk

Administrative Fees

The Company shall pay the City a minimum of one percent (1%) quarterly Administrative Fee based on overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract and will include a report as mutually agreed to by the parties outlining the CCPA spend. The Administrative Fee shall be paid no later than thirty (30) days after the end of each calendar quarter during the term of the contract. Companies shall indicate their Administrative Fee below:

SHI Response:

SHI acknowledges this requirement and agrees to pay the 1% Admin Fee associated with this contract.



Pricing Incentives and Rebates

The Company shall identify any incentives and rebates offered based on volume dollar amounts, core credits or other criteria below:

SHI Response:

SHI is pleased to provide the following pricing incentive to Charlotte as part of this contract.

Quarterly Rebates in addition to the 1% agreed upon Admin Fee.

- \$250,000 - \$499,999 - .25%
- \$500,000 - \$749,999 - .50%
- \$750,000 - \$999,999 - .75%
- \$1 million or more – 1%

Required Form 5 - M/W/SBE Utilization

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Please indicate if your company is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

List below all MWSBEs that you intend to subcontract to while performing the Services:

SHI Response:

Please see the detailed information regarding SHI's MWBE certification with the State of North Carolina. We are currently working to finalize our certification with the City and will have it in place by the time of contract award. Throughout the life of this contract, SHI will continue to look for other MWSBE to work with in fulfillment of products



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and services requested. SHI will ensure we notify the City of any changes and provide any necessary reporting regarding MWSBE usage.

Representative (signed): _____

Date Representative Name: *Meghan Flisakowski*

Required Form 6 - Company’s Background Response

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name.	SHI International Corp
Company Location (indicate corporate headquarters and location that will be providing the Services).	290 Davidson Somerset, New Jersey 08873 Current local office: SHI Charlotte 1900 South Boulevard Ste 105 Charlotte, NC 28203
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	SHI is celebrating our 30th anniversary this year. Since day one, we have been providing like or similar services and products to those being requested in this RFP.
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we’ve provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome NASPO Software Contract <ul style="list-style-type: none">• 2016 – \$176 Million• 2017 - \$163 Million• 2018 – 302 Million State Microsoft Software Contract <ul style="list-style-type: none">• 2016 - \$133 Million• 2017 - \$149 Million



	<ul style="list-style-type: none"> • 2018 - \$40 Million State Software Contract • 2016 - \$95 Million • 2017 - \$108 Million • 2018 - \$117 Million <p>GSA</p> <ul style="list-style-type: none"> • 2016 - \$64 Million • 2017 - \$85 Million • 2018 - \$84 Million <p>SHI also currently holds the Omnia contract (formerly National IPA). Outlined below are some of our top customers who are using that contract to purchase products and services similar to what is being requested by Charlotte.</p> <ul style="list-style-type: none"> • NYC DoITT • NYC Police Department • NYC HRA/MIS • NYC FDNY Fiscal Services • Santa Clara County ISD/IRC • FISA City of New York • New York Department Of Health • New Mexico-Bernalillo County • City of Tucson • Pima County Finance & Risk Management • San Francisco State University • MTA Business Service Center • Arizona Supreme Court • City Of Mesa • County of Maricopa AZ • NY-City University Of New York • City of Tucson IT Dept • Arizona State University
<p>List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.</p>	<p>SHI currently does not have any terminated contracts with a government entity.</p>
<p>List any litigation that your company has been involved with during the past two (2) years for</p>	<p>SHI currently is not involved in any litigation nor have we been involved in any litigation in the past two years related to the types of products</p>



Services similar to those in this RFP.	and services being requested in this RFP.
<p>Provide an overview and history of your company.</p>	<p>This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was <i>Purpose and Passion</i>, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader.</p> <p>Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success.</p> <p>As the largest privately-owned, M/WBE</p>



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	<p>organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Charlotte with an eagerness to help you work more efficiently and effectively.</p>
<p>If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.</p>	<p>SHI is not a subsidiary</p>
<p>Identify the percentage of revenue used for research and/or development by the proposing company or division.</p>	<p>As a Value Added Reseller, SHI does not design or manufacture any of the products being requested as part of this RFP. SHI does not invest in research and development of products.</p>



Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.

All of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Charlotte's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers.

We have included a total number of certifications from some of our larger partners.

- Acronis – 5 Certifications
- Adobe – 7 Certifications
- AGOE – 1 Certifications
- AirWatch – 2 Certifications
- APC - 12 Certifications
- Apple - 17 Certifications
- Arbor - 4 Certifications
- Aruba - 3 Certifications
- Avaya - 12 Certifications
- Blue Coat Systems - 3 Certifications
- Bluebeam – 7 Certifications
- Bomgar – 3 Certifications
- Business Objects – 11 Certifications
- CA – 34 Certifications
- Check Point – 12 Certifications
- Cisco – 44 Certifications



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Citrix –	88 Certifications
CIW –	1 Certifications
Commvault –	67 Certifications
Compellent –	5 Certifications
CompTIA –	35 Certifications
CradlePoint –	2 Certifications
DataCore –	1 Certifications
Dell –	92 Certifications
Dell EMC –	44 Certifications
D-Link-	4 Certifications
Domino –	1 Certifications
EMC –	54 Certifications
Emulex –	1 Certifications
ESET –	3 Certifications
Exin –	2 Certifications
F5 –	8 Certifications
HDS (Hitachi Data Systems) –	4 Certifications
HP –	201 Certifications
HPE –	327 Certifications
IBM –	174 Certifications
IBM hardware –	11 Certifications
Imation/Nexsan –	4 Certifications
ISC2 –	10 Certifications
ITIL –	5 Certifications
Ixia –	3 Certifications
Juniper –	28 Certifications
LanDesk -	10 Certifications



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Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MSo616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification



	ScriptLogic - 2 Certifications
	Secure Computing / McAfee - 2 Certifications
	Security Horizon - 2 Certifications
	SimpliVity - 5 Certifications
	Sonicwall - 2 Certifications
	Splunk - 6 Certifications
	Sun Microsystems - 65 Certifications
	Symantec - 142 Certifications
	Tegile - 2 Certifications
	Tintri 4 Certifications
	Trend Micro 5 Certifications
	Veeam 10 Certifications
	Vision Solutions 1 Certification
	VMware 300 Certifications
	Watchguard 1 Certification
	Websense 18 Certifications
	<p>In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.</p> <ul style="list-style-type: none">• Adobe RSA - enVision (RSA - enVision 3.7)• Adobe GIAC Certified Intrusion Analyst (GCI)• AGOEA TOGAF• APC Technical Consultant for Data Center• Apple Certified Technical Coordinator 10.7• Apple MacOS X 10.7 Support Certification• Check Point Certified Security



	<ul style="list-style-type: none">Administrator• Check Point Certified Security Administrator• Check Point - Certified Instructor• Check Point - Certified Security Expert+• Cisco CCIE #23895 R&S• Cisco advanced Wireless• Cisco CCDA• Cisco Certified Network Associate• Cisco Data Center Storage Networking Design Specialist• CCIE-19985 Routing & Switching• Citrix - Netscaler Basic Operations and Admin• Citrix Certified Administrator XenServer (v5.0) (CCA)• Citrix Certified Administrator Xen Server• Citrix Certified Administrator Xen Desktop• CIW v5 ASSOCIATE• Commvault ServiceAdvantage - Project Management Methodology Training• CommVault Certified Services Associate Assessment - CVCSA• CommVault Solution Architect Certification - CVSA• CommVault® Technical Sales Professional Accreditation - CVTSP• Compellent Storage Center• CompTIA A+• CompTIA Network+• CompTIA Security+• CompTIA A+• CompTIA Server+• DataCore DCIE• Dell Blade Server Solutions - Technical• Dell SC Series Storage Professional Certification Exam• Dell Certified Professional - SC Series Storage• Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0• Dell EMC Expert - Technology
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	<p>Architect, Backup Recovery Solutions Version 6.0</p> <ul style="list-style-type: none">• Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0• EMC EMCTA• EMC EMCPA• EMC -PA• EMC-Technology Architect• EMC-Technology Architect• Exin ITIL v2• Exin ITIL v3• HP Service Manager 9.x Software• HP APP - HP Enterprise Solutions• HP AIS - HP ProCurve Networking [2010]• HP- AIS- Operations Manager Software v8 for Wins• HP Operations Orchestration 9.x• HPE ASE - Storage Solutions Architect V3• HPE ATP - Storage Solutions V3• HPE Master ASE - Storage Solutions Architect V3• IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1• IBM Certified Deployment Professional - Security Access Manager for Mobile• ISC2 -- (CISSP) Certified Information Systems Security Professional• ISC2 -- (ISSAP) Information Systems Security Architecture Professional• ISC2 - (ISSEP) Information Systems Security Engineering Professional• ISC2 -- (ISSMP) Information Systems Security Management Professional• ITIL - V3 Foundations• Exin - ITIL Foundations• ITIL - Foundations• LanDesk CLE• LanDesk Certified LANDesk 9.0 Engineer• LanDesk 8.8 Engineer
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	<ul style="list-style-type: none">• McAfee Data Protection• McAfee Network Security• McAfee Risk & Compliance Management• McAfee System Security• Metastorm Provision• Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7• Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7• Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration• NetApp - Accredited Storage Architect• Novell CNE• Novell Certified Workload Management Administrator• Novell Systems & Resource Technical Specialist• Oracle VM Pre-Sales Assessment• Oracle Planning and Budgeting Cloud Service Specialist• Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist• Red Hat Certified Technician (RHCT)• RSA Certified System Engineer• RSA - Certified System Engineer - DLP• SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN)• Secure Computing / McAfee Sidewinder v7• Secure Computing / McAfee IronMail 6.5• Security Horizon IAM - NSA INFOSEC Assessment Methodology• Security Horizon IEM- NSA INFOSEC Evaluation Methodology• SonicWall Certified SonicWALL Security Administrator• Splunk Sales engineer I• Symantec STS• Symantec Authorized Symantec
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	<p>Consultant</p> <ul style="list-style-type: none">• Symantec DLP 10.5• Symantec Technical Specialist - Network Access Control• Symantec Data Loss Prevention STS 10.0• Symantec Technical Specialist• VMware Certified Design Expert• VMware VCP 410• VMWare VCP 410• VMware VTSP Business Continuity Technical Sales Accreditation 4• VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals• VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals• VMware Desktop Virtualization Technical Sales Accreditation 4• VMware VCP - VMware Certified Professional• Watchguard WCSP• Websense Hosted Security <p>Should Charlotte be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.</p>
<p>Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.</p>	<p>SHI International Corp is a privately held corporation based in New Jersey that was established in 1989. SHI Government Solutions, Inc. (SHI-GS) is a Texas Corporation, established in 1999 in Austin, TX. SHI GS is a State of Texas HUB and under common ownership and affiliated with SHI International, Inc</p>



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Describe the ownership structure of your company, including any significant or controlling equity holders.

SHI International Corp. is a privately owned Corporation, incorporated in New Jersey

52% owned by Thai Lee

40% owned by KoGuan Leo

8% held in trust



Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.

Due to the size, we have included the organization chart as an attachment later in this response.

SHI is capable and eager to meet the needs of CCPA members across the U.S.! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Charlotte and CCPA members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels!

In order to remain successful for CCPA members, we will remain flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers.

U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team.

Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live **and** work in their territories throughout the United States. We have the largest field-



based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. In the Carolinas we have increased our sales team from two Account Executives to nine across both States.

Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to-day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal.

SM SLED –Our 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 their 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 a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish.

We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response



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to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of CCPA members' IT needs. A sampling of our Service Force for the U.S. includes these areas:

Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions.

Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI.

Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into customers' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization.

CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings



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through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing.

Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Charlotte and CCPA members!

Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist customers with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

Service Providers – SHI provides services in one



	<p>of three ways:</p> <p>(1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers.</p> <p>(2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed.</p> <p>(3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer’s request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract.</p>
<p>Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services.</p>	<p>SHI believes in regular and transparent communication with our customers. SHI Account Executives meet regularly 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</p>



both for the University and for all agencies that use this contract to procure IT products.

SHI has a team dedicated to supporting our efforts for Charlotte today including:

Regional Director, Southeast – Michael Bench

– Michael is located in Tampa, Florida and is responsible for the overall relationship between SHI and the Southeast region. He coordinates the efforts of the local Account Executives, ensuring SHI is meeting the needs of our customers throughout the Southeast region with extraordinary customer service.

District Manager, NC, SC, GA, AL State & Local Government, Healthcare – Dean Blackmon

– Dean is located in Cary, North Carolina and has been with SHI for five years. He is responsible for managing a team of account executives focusing on State, Local and Healthcare business in NC, SC, GA, AL.

Account Executive – Richard Treadway

– Richard is based out of Waxhaw, North Carolina. He is Charlotte's dedicated Account Executive and is responsible for the overall relationship between Charlotte and SHI. He will meet regularly or as requested with the City of Charlotte and will be the single point of contact. Any and all questions, resources, services, and information can be directed to him. Richard will be responsible for either answering the question/delivering the information, or, if additional resources are required, he will gather the correct people together and schedule a meeting or a call.

Along with your dedicated field based resources, we also have a team of Inside Account Executives (IAE) dedicated exclusively to supporting the needs of the State, Local, and Education. Inside Account Executives support the needs of their customers from start to finish.



	<p>Each IAE is a single point of contact for their respective customers. This team is located at our global headquarters in Somerset, NJ and consists of the following members:</p> <p>Manager: Jennifer Huseth – Jennifer_Huseth@SHI.com</p> <p>Inside Account Executives – Southeast</p> <ul style="list-style-type: none">• Team Alias – Southeastteam@SHI.com (800) 715-3197• Ryan Shomers – Ryan_Shomers@SHI.com• Ralph Parmenter – Ralph_Parmenter@SHI.com• Jay Buonviri – Jay_Buonviri@SHI.com• Eric Sulitzer – Eric_Sulitzer@SHI.com• James Tsipas – James_Tsipas@SHI.com <p>Field Solution Executive – Adam Rosenberger - Adam is a North Carolina-based technical expert tasked with supporting the local Account Executives and our customers with technical strategy, planning, architecture/design, and product and technology recommendations to meet particular business and technical needs.</p>
<p>If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member’s role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.</p>	<p>SHI is not proposing any subcontractors as part of this response; however based on possibility of some cooperative user’s locations, we may need to engage subcontractors to help provide requested services. Should a subcontractor be engaged on any portion of this contract, SHI will notify Charlotte and provide any necessary information.</p>



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Explain how your organization ensures that personnel performing the Services are qualified and proficient.

Our relationships are the most vital element of our success – and those relationships extend from customers to subcontractors, suppliers to other partners. As both a minority-owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest privately held minority and woman-owned enterprise (MWBE) and provider of IT products and services. Our diversity initiatives align with corporations whose strategic business objectives include supplier diversity and development. SHI's Diversity Business Development Initiative builds and maintains a community of diverse suppliers and partners (subcontractors included) who best serve the needs of our customers.

As a large MWBE, we continue to grow an effective Tier II program by accessing our Services Partner database using certified minority, woman, veteran, small disadvantaged and HUBZ one-owned businesses where it complements our customers' needs.

Our project management experience is strong; we monitor progress, understand milestones, and validate a project's completion by our subcontractors. Having SHI as an accountable and accessible entity helps to protect customers from disputes and resolve them before they become an issue.

SHI uses subcontractors for several of our services verticals, and each potential partner is vetted through an extensive profiling process. This process includes examining financial status for stability, business practices to ensure the same quality that SHI offers to our customers, and an examination of electronic tools (e.g., reporting capabilities and on-line service tracking systems) to ensure compatibility and effectiveness. As part of our vetting process, we look for partners who share our core values and



	<p>can deliver services seamlessly.</p> <p>We believe that our partners are an enhancement and extension of SHI's own quality and cost efficient offerings. Our relationship with subcontractors are as essential to our success (and yours!) and our alliances with OEM, distributors, and IT Service partnerships.</p>
<p>Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.</p>	<p>The City of Charlotte has a dedicated account team lead by Richard Treadway. Richard is supported by his internal team as described previously in this response.</p> <p>Richard and the inside sales team are supported by the entire SHI organization to ensure that Charlotte and the Cooperative users receive the care and support needed.</p> <p>A full outline of the SHI organization as well as the Carolinas team has been provided as part of our response to other questions within this proposal. If Charlotte needs additional information, SHI is happy to provide.</p>
<p>If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</p>	<p>SHI has not been the subject of a dispute or strike by organized labor within the last five years.</p>
<p>Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.</p>	<p>SHI follows security standards mainly based on PCI and ISO 2700x. Data is kept secure using system/data monitoring and classification in combination with proper access controls (user accounts, firewalls, password controls, permissions, remote access, etc.). Policy and standards are in place along with security awareness training to guide our staff towards safe practices. Reviews and audits are conducted against our infrastructure and processes for validation purposes. In addition internal and external network security testing occurs on a regular basis for the purpose of identification and mitigation of system</p>



weaknesses. Physical security controls are implemented within the environment strategically to prevent theft and prevent hazards (fire, flooding, etc.). Video surveillance, proper lighting, alarms, environmental monitoring, biometrics and card key are some of the systems and practices in place that are used for prevention and deterrence purposes.

SHI has a variety of administrative and technical controls in place to combat hackers. Administrative controls include security policies on topics such as Acceptable Use, Encryption, Network Security, Data Classification, Access Controls, and Physical Security. All employees undergo security awareness, privacy, and social engineering training upon hire and complete additional training annually thereafter. The social engineering training educates employees to identify and report potential phishing attempts.

These reported attempts are reviewed by a dedicated SHI Information Security team for malicious links and attachments. The email's origins are investigated to determine if the email came from a potentially fraudulent source or a compromised email account. Appropriate actions such as blocking or informing the affected company are then taken. The Information Security team manages many of SHI's security tools such as data loss prevention, anti-virus, anti-malware, IPS, and web filtering gateways. Other technical controls in place include firewalls, encryption for data at rest and in transit, and access controls (passwords, SSO, etc.). The Information Security team also creates our internal security policies and constantly monitors activity in our systems, carefully looking for unusual or suspicious behavior. The SHI Information Security team sends regular notifications to SHI all employees about any newly discovered or known threats,



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	<p>not only for SHI team members, but also those that may affect our customers.</p> <p>The Inside Account Managers (IAMs) are most often our first line of defense when we receive suspicious or fraudulent emails with quote requests, attachments or POs. When an IAM receives a suspicious customer email they take the following steps:</p> <ul style="list-style-type: none">• Check the email address the PO came from against our CRM records and look for poor grammar and other red flags.• Look at what is being ordered - typically fraudulent orders are for large quantities of hardware, expensive products, or is an order we are not expecting from the customer.• Confirm if the shipping address is correct by checking Google maps and other sites such as Zillow.• The IAMs also send suspicious requests to the Inside Sales Team Manager to evaluate. If the email appears to be fraudulent, it is sent to the Information Security team to have the sender blocked.• IAMs will call the number on record for the contact if the name matches an employee at the customer to verify if the order is real.
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Required Form 7 - References

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

REFERENCE 1:

Name of Client: *City of Mesa, Arizona*

Main Phone: *480-644-2543*

Address: *20 E. Main St. Ste 400 Mesa Az 85201*

Primary Contact: *Matt Bauer*

Title: *Procurement Administrator*

Contact Phone: *480-644-2543*

Contact E-mail: *matt.bauer@mesaaz.gov*

Service Dates: *February 2018 – Present (contract is 5 years with one 5-year extension)*

Summary & Scope of Project: *Information Technology Products, Solutions and Services.*

REFERENCE 2:

Name of Client: *Virginia Information Technologies*

Address: *11751 Meadoville Lane Chester VA 23836*

Primary Contact: *_Greg Searce*

Title: *Strategic Sourcing Specialist*

Contact Phone: *(804) 416-6166*

Contact E-mail: *gregory.searce@vita.virginia.gov*

Service Dates: *ongoing contract – SHI has supported VITA for over 5 years*

Summary & Scope of Project: *SHI holds several contracts with VITA include the Software COTS contract as well as computer hardware and services contract.*

Number of Client Employees: *This contract serves the entire State*



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REFERENCE 3:

Name of Client: *County of Bergen and New Jersey Cooperative Purchasing Alliance*

Main Phone: *201-336-7100*

Address: *One Bergen County Plaza 3rd Floor Hackensack NJ 07601*

Primary Contact: *_Gerald T. Reiner Jr.*

Title: *Purchasing*

Contact Phone: *201-336-7111*

Contact E-mail: BCPurchasing@co.bergen.nj.us or greiner@co.bergen.nj.us

Service Dates: *May 2019 to present. Multiple year contract*

Summary & Scope of Project: *Computer equipment, peripherals and related services.*

Number of Client Employees: *270 members from more than 15 counties*

REFERENCE 4:

Customer Name:	TX Department of State Health Services (DSHS)
Project Title:	Device as a Service / Seat Management Services
Contact name:	Jean Garcia
Contact Title:	Program Manager, Seat Management
Business Address:	701 W 51st., Austin, TX 78756
E-mail Address:	Jean.Garcia@hhsc.state.tx.us
Phone Number:	(512) 438-2065
Project start & end dates:	12/18/2009 thru Present
Project description:	The Texas Department of State Health Services (DSHS) has contracted with SHI for Device as a Services / Seat Management Services. This contract is for up to six (6) years, four (4) years plus two (2) optional one (1) year extensions, and covers approximately 3,500 desktop and laptop seats. These services include full life cycle management / Device as a Service on all hardware assets, including procurement, custom integration, deployment, break-fix support, IMAC, and end of life disposal services.
Outcome of project: (i.e.,	In progress but on schedule, on budget and meeting customer



on time, on budget, and met customer needs)	expectations
Scope of work performed:	Full life cycle management/Device as a Service on all hardware assets, including procurement, custom integration, deployment, break-fix support, IMAC, and end of life disposal services.
Staff assigned to engagement that are proposed for work on this project, including their roles and responsibilities:	Program Manager and Project Managers provide oversight and management of entire Program. PC Field Technician-GS team provides ongoing break/fix support, IMAC and deployment services.
Number of total and concurrent users:	3,500
Technical environment (hardware, DBMS, and operating system):	Dell Desktops and Laptops, Fujitsu Tablets

REFERENCE 5:

Customer Name:	TX Health & Human Services Commission
Project Title:	Device as a Service / Seat Management Services
Contact name:	Jean Garcia
Contact Title:	Program Manager, Seat Management
Business Address:	701 W 51st., Austin, TX 78756
E-mail Address:	Jean.Garcia@hhsc.state.tx.us
Phone Number:	(512) 438-2065
Project start & end dates:	12/18/2009 thru Present
Project description:	The Texas Health and Human Services Commission (HHSC) has contracted with SHI for Device as a Services / Seat Management Services. This contract is for up to six (6) years, four (4) years plus two (2) optional one (1) year extensions, and covers approximately 44,369 desktop and laptop seats. These services include full life cycle management / Device as a Service on all hardware assets, including procurement, custom integration, deployment, break-fix support, IMAC, and end of life disposal services.



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Outcome of project: (i.e., on time, on budget, and met customer needs)	In progress but on schedule, on budget and meeting customer expectations
Scope of work performed:	Full life cycle management/Device as a Service on all hardware assets, including procurement, custom integration, deployment, break-fix support, IMAC, and end of life disposal services.
Staff assigned to engagement that are proposed for work on this project, including their roles and responsibilities:	Program Manager and Project Managers provide oversight and management of entire Program. PC Field Technician-GS team provides ongoing break/fix support, IMAC and deployment services.
Number of total and concurrent users:	44,369
Technical environment (hardware, DBMS, and operating system):	Dell Desktops and Laptops, Microsoft Surface Tablets



Required Form 8 - Additional Company Questions

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

General

Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been in effect.

SHI Response:

SHI has the experience and vendor partnerships in place to bring value to Charlotte. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners.

Manufacturer	Certification Level
3M COMPANY	Authorized Partner
ACER	Authorized Partner
ADOBE SYSTEMS, INC	Platinum
ADTRAN	Authorized Partner
APC	Elite Business Network Partner
APPLE, INC.	Corporate Reseller
ARUBA NETWORKS, INC.	Platinum Partner
AVAYA COMMUNICATION	Emerald Reseller
AMAZON WEB SERVICES	Authorized Partner
BARRACUDA	DMR #2 Partner
BELKIN	VIP Level
BLACK BOX	Authorized Partner
BLUE COAT SYSTEMS, LLC	Authorized Partner
BMC SOFTWARE	Driver Level



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BORLAND SOFTWARE COMPANY	Authorized Partner
BRENTHAVEN	Authorized Partner
BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner
CANOGA PERKINS	Authorized Partner
CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVault SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner



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GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier



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OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
RED HAT, INC. (Partner Agreement 5/16/18)	Red Hat Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level



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WESTERN DIGITAL

Authorized Partner

XEROX CORPORATION

Authorized Partner

Online Shopping and Punch-out

Does your company have an online catalog of goods?

- *Does your company allow third party system access to the online catalog?*
- *Does your online catalog allow users to obtain quotes directly?*

The City utilizes the Tyler Technologies Munis financial system for requisition punch-out. Describe the process that the City's Munis system would use to access your online catalog.

SHI Response

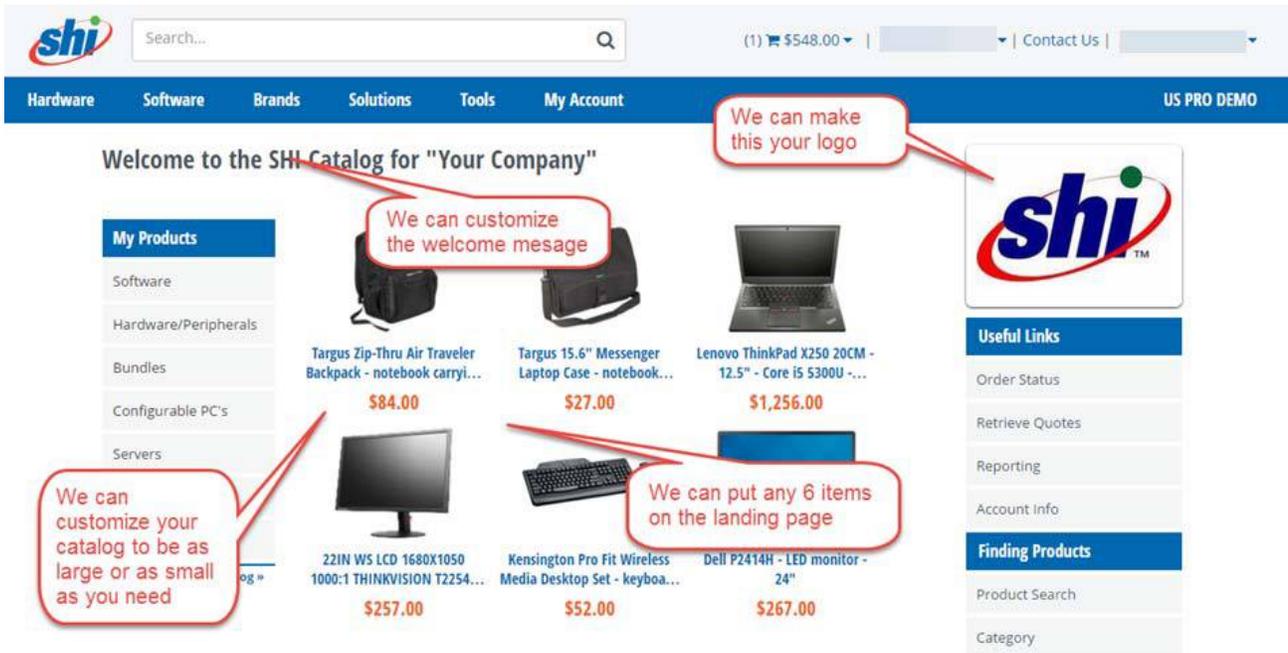
SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access your customized catalogue of products and to procure any of those products at any time. SHI.com's business-to-business functionality includes innovative Custom Catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing.

Custom Catalog

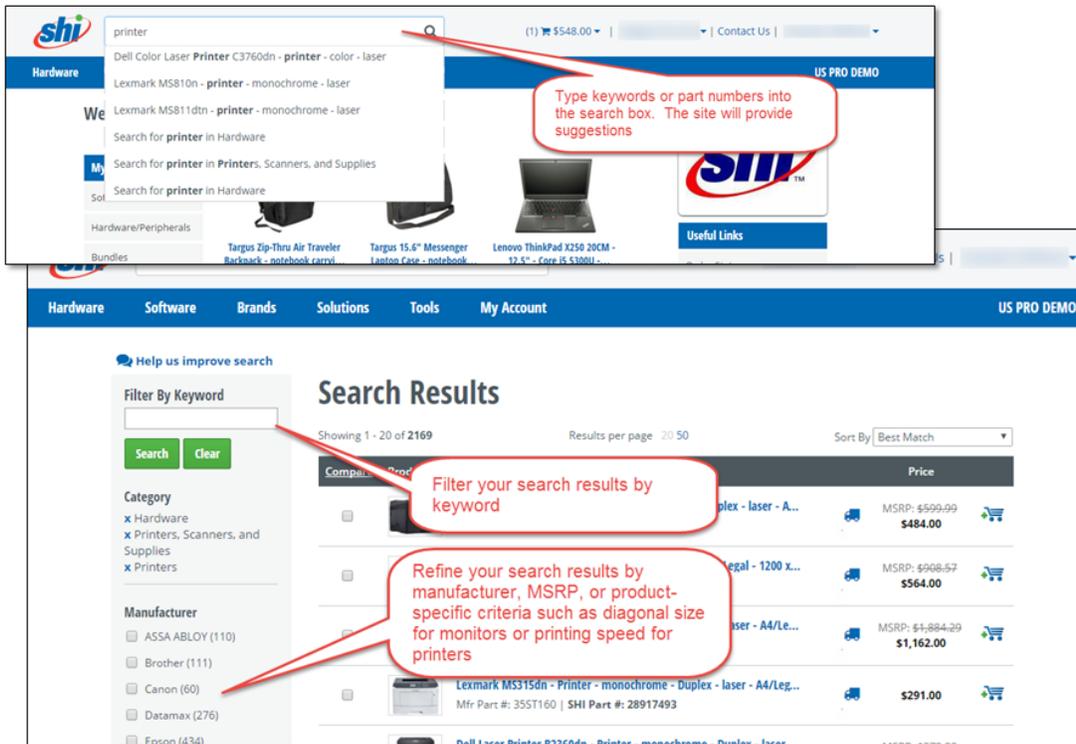
Your catalog can be as broad or as narrow as you need! With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs.



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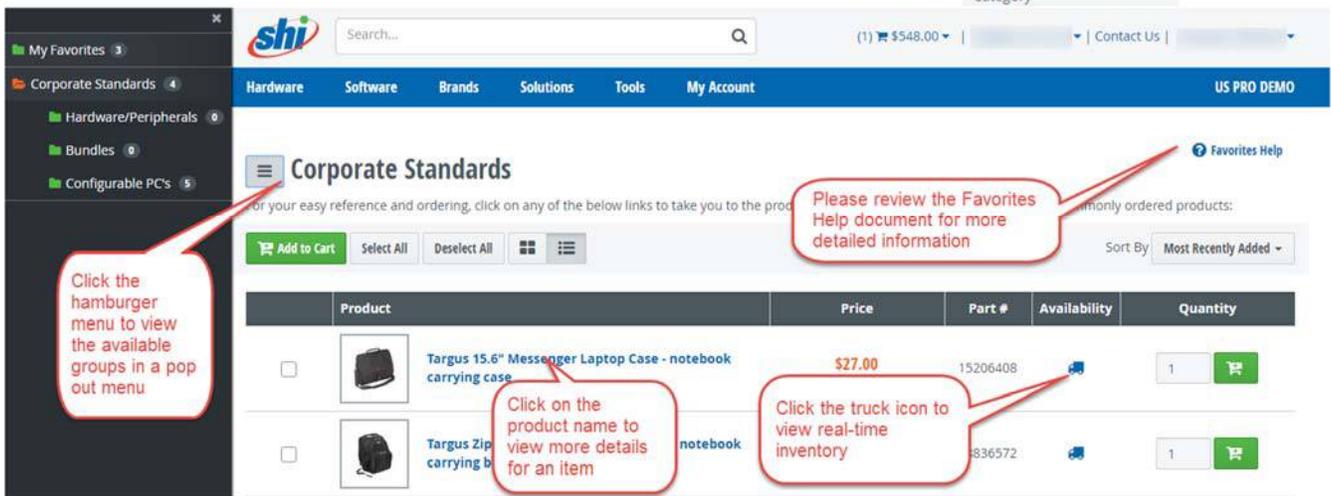
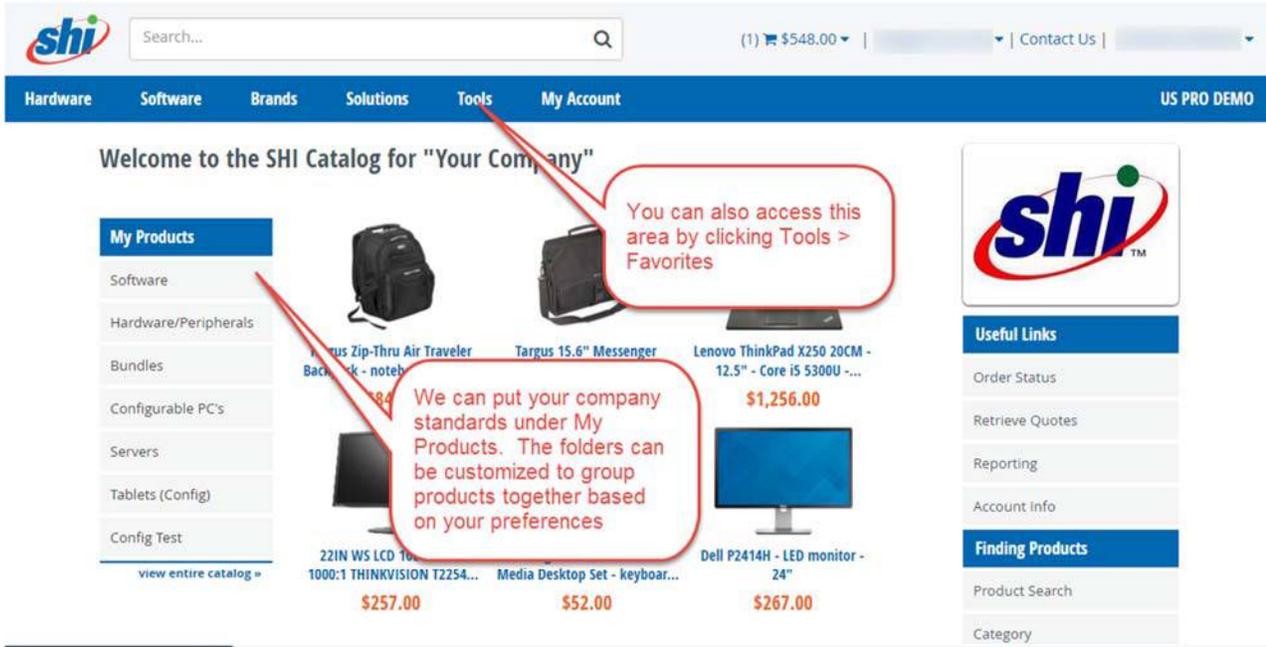
Within your custom procurement site, searching capabilities are broad and include Keyword; Manufacturer; and Product Category/Type searches. Two examples are shown below in screen shots:





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Because your procurement site is customized specifically to your organization's needs, SHI.com reflects your specific standards (preferences, favorites, products, and so on). Some examples are shown below in the following two screen shots:



In order to view Product Details, you can click on the name of the product you're reviewing, click on icons (like the truck icon, shown in the screen shot below), or read narrative detail.



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(1) \$548.00 | [Contact Us](#)

[Hardware](#)
[Software](#)
[Brands](#)
[Solutions](#)
[Tools](#)
[My Account](#)
US PRO DEMO

Lenovo ThinkPad X250 20CM - 12.5" - Core i5 5300U - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade...



Clicking on the name of the product will bring you to the product details page for that item

Category: Notebook computers
 Product Pricing: **\$1,256.00**
 Availability:
 Quantity to Order:
[Add to Cart](#) [Add To My Favorites](#)

Check real-time inventory

[View all Notebook computers by Lenovo >>](#)

Related Products

Notebook Docks and Port Replication



PRO DOCK -90W FOR THINKPAD

\$205.00

Warranties



Lenovo TopSeller Onsite Warranty with Accidental Damage Protection with Keep Your Drive Service with Sealed Battery W...

\$169.00



Lenovo TopSeller Onsite Warranty with Keep Your Drive Service with Sealed Battery Warranty with Priority Support - ex...

\$104.00

Customers Who Bought These Item(s) Also Bought

Scroll to see more item details and specifications

 \$74.00 Lenovo TopSeller Onsite Warranty - extended service agreement - 3 yrs - on-sit	 \$205.00 PRO DOCK -90W FOR THINKPAD	 \$37.00 Case Logic 14" Laptop Backpack - notebook carrying backpack	 \$79.00 Kingston SSDNow V300 - solid state drive - 240 GB - SATA 6Gb/s
---	--	---	---

Overview | **Specifications**

Product Id: 29913246

Description: Lenovo ThinkPad X250 20CM - Ultrabook - Core i5 5300U / 2.3 GHz - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - pre-installed; Windows 7 - 8 GB RAM - 500 GB HDD (16 GB SSD cache) - no optical drive - 12.5" 1366 x 768 (HD) - Intel HD Graphics 5500 - 802.11ac - WWAN upgradable - TopSeller

Getting a Procurement Quote

Once you've determined your procurement items, you have the option to save the items as a quote or to send your shopping cart to your SHI Sales Team to obtain an "official" SHI quote.



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The screenshot shows the SHI shopping cart interface. At the top, there is a search bar, a cart icon with a total of \$1,522.91, and a 'Contact Us' link. Below this is a navigation menu with 'Hardware', 'Software', 'Brands', 'Solutions', 'Tools', 'My Account', and 'US PRO DEMO'. The main content area displays 'Your recent changes are highlighted.' and 'There are 2 item(s) in your shopping cart'. A table lists the items:

Product	Unit Price	Quantity	Extended Price	Remove
Adobe Acrobat Standard DC 2015 - license Product Id:30202195 Mfr Part #: 65258978AA03A00 Added On : 4/13/2016 1:51 PM	\$274.00	2	\$548.00	
Lenovo ThinkCentre M73 10B6 - SFF Product Id:27668225 Mfr Part #: 10B60008US Added On : 4/13/2016 5:39 PM <ul style="list-style-type: none">New Employee ImageUpgrade to 4GB of RAMLenovo ThinkVision E2323 - LED monitor - 23"	\$974.91	1	\$974.91	

SubTotal: \$1,522.91

On the right, a 'Shopping Cart Actions' panel includes: Update, Undo, Remove All, Send Cart, and Save as Quote. A 'Check Out' button is located at the bottom right. Three callout boxes provide instructions: 'Click the arrows to view the options you selected for your configured system' (pointing to the expand icon on the Lenovo item), 'You can save your cart as a quote' (pointing to the 'Save as Quote' button), and 'Click here to begin Check Out' (pointing to the 'Check Out' button).

A saved quote remains valid on SHI.com for thirty days. At any time within those thirty days, you can change or 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.



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Hardware Software Brands Solutions Tools My Account US PRO DEMO

Quote List

Quote #: Email:

View all quotes for

To retrieve your published quote, enter the quote number and the email address, then click Search

Quote Details

Quote #: 11358818 Contact :

Quote Name : test Company :

Created Date : 4/8/2016 5:20:00 PM Email :

Expiration Date : 4/30/2016 Phone :

Total : \$17.45 Fax :

Comments : Address :

Product Id	Product Details	Quantity	Price	Extended Price
 24990112	HP 932 - CN057AN - print cartridge - black Manufacturer : HP, Inc. Mfr Part # : CN057AN#140	1	\$17.45	\$17.45

Total: \$17.45

Click Add to Cart to move the items from the quote into your cart. You can make changes once the items are in your shopping cart

Configuring your Product or System

The process of configuring a product or system is simplified by SHI.com’s consistent product display – showing a picture, product summary, and pricing before any options. The “wrench” icon is hyperlinked to configuration options for each product, as seen in the screenshots below:



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Configurable PC's

Favorites Help

Shopping bar: Add to Cart, Select All, Deselect All, Sort By: Most Recently Added

	Product	Price	Part #	Availability	Quantity
	HP 800Eo All-in-One	\$1,065.00	5317		Select the item to configure
	HP ProBook		5313		Select the item to configure
	Lenovo ThinkCentre M73 10B6 - SFF	\$652.00	111		Select the item to configure

The blue wrench indicates that a product is a configurable system

Search bar: Search... (1) \$548.00 | Contact Us | US PRO DEMO

Navigation: Hardware, Software, Brands, Solutions, Tools, My Account

Help us improve search

Filter By Keyword

Search Clear

X 10B60008US

Category

Search Results

The blue wrench also appears on the search results page

Showing 1 - 2 of 2 Results per page: 20 50 Sort By: Best Match

Compare	Product Details	Price
	Lenovo ThinkCentre M73 10B6 - SFF - 1 x Core i5 4570 / 3.2 GHz - RA... Mfr Part #: 10B60008US SHI Part #: 27668225	\$652.00

As options are selected, availability of each configuration is updated automatically and as components are added or removed, shipping is also re-calculated. Consequently, SHI.com allows users 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. See the screenshot below for an example of this process:



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HP ProBook 640 G1 - 14" - Core i5 4310M



- HP ProBook 640 G1 - 14"
- Core i5 4310M
- Windows 7 Pro 64-bit / Windows 8.1 Pro downgrade
- 8 GB RAM - 320 GB HDD

Base System Price: **\$815.00**

Price as Configured: **\$1,570.00**

Quantity to Order:

[Add to Cart](#) [Print](#)

System Options

[Summary View](#)

Configuration

- Image for Laptops (+ \$19.00) ⓘ
- PC Configuration: Asset Tagging & Reporting - Per 1x Unit (+ \$3.00) ⓘ
- PC Configuration: Custom BIO Adjustments (+ \$6.00) ⓘ
- Custom Configuration: HDD Encryption - Per 1x drive / Custom (+ \$12.00) ⓘ

Warranty

- Electronic HP Care Pack Next Business Day (+ \$593.00) ⓘ

Options

- HP 2012 90W Docking Station - Docking station - US (+ \$122.00) ⓘ
- C2G Cat5e Snagless Unshielded (UTP) Network Patch Cable - patch cable - 3.1 m - (+ \$12.00) ⓘ
- Acer V246HLBD - LED monitor - 24" (+ \$136.00) ⓘ

We can customize the description and specifications

Additional items can be required or optional based on your standards

Price as Configured will update as options are selected

HP ProBook 640 G1 - 14" - Core i5 4310M
Base System Price: \$815.00
Price as Configured: **\$1,570.00**
[Add to Cart](#)

Checkout Process

SHI provides an easy to use Checkout Process that can also 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 to collect information you need about the purchases your employees make (department, project code, cost center, and so on);
- 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.

Examples of checkout are provided below:



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Search... (1) \$974.91 | Contact Us

Hardware Software Brands Solutions Tools My Account US PRO DEMO

Required Ordering Information (* Denotes required fields)

*Shipping Address: SHI [Edit](#) [Delete](#)
 290 Davidson Avenue
 SOMERSET, NJ 08873
 United States
[Add A New Address](#)

*Division: Corporate Manufacturing Sales

File Upload: Click Browse to select a file, then click Attach This File to upload
 No file chosen

End User Information
 *End User Name:
 End User Email Address:
 End User Phone:

Your Shopping Cart

Lenovo ThinkCentre M73 10B6 - SFF	Price:	\$974.91
	Quantity:	1
	Total:	\$974.91
Total:	1 Item	\$974.91

Excludes tax and shipping costs

Each user can create their own address book by default. Otherwise, we can pre-load your addresses on to the site

We can set up custom checkout questions for your account. Questions can be optional or mandatory.

Search... (2) \$1,522.91 | Contact Us

Hardware Software Brands Solutions Tools My Account US PRO DEMO

(FINAL STEP! Clicking "Finish" will complete the order and initiate the order process by sending this Order ID to your sales team.) By placing this order you are hereby agreeing to the Terms and Conditions of Sale

Order Details

Shipping Address: SHI
 290 Davidson Avenue
 SOMERSET, NJ 08873
 United States

Division: Corporate

End User Name: test

Shipping: Ground: \$25.70

Estimated Sales Tax: \$108.40

Do you want to use credit card?: No

PO Number: Test

Your Shopping Cart

Adobe Acrobat Standard DC 2015 - license	Price:	\$274.00
	Quantity:	2
	Total:	\$548.00
Lenovo ThinkCentre M73 10B6 - SFF	Price:	\$974.91
	Quantity:	1
	Total:	\$974.91
Recycling Fee:		\$0.00
Shipping:		\$25.70
Estimated Sales Tax:		\$108.40
Total:	3 Items	\$1,657.01

The final page of checkout allows you to review the contents of your cart and the answers to the checkout questions before submitting your order

Clicking the Finish button will submit your order to the sales team.

Some companies require that additional information be captured with each hardware purchase. Therefore, SHI has designed an "interview page" to collect pertinent information.



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Approval Routing

Only authorized users within your organization can submit orders on SHI.com. However, many companies allow their employees to request products, but not to place orders. To accommodate, SHI provides approval routing through SHI.com. With support for as many levels of approval routing as required by your organization, requisitions are forwarded to the appropriate people for approval.

Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then upload into SHI’s internal order processing system.

Order Status

SHI.com provides a wide range of search options to locate quickly and easily the order in which you are interested.



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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 For laserjet 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.

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, including a wide range of applications and proprietary systems.

In addition, SHI supports the following Punchout types:

- Ariba Punchout
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

Americans with Disabilities Act (ADA) Accommodations

Detail if any of your Products or Services have ADA-compliant opportunities. Include any Products you sell that may assist with ADA accommodations.

SHI Response:

As a VAR SHI does not manufacturer any products and to that end we are no responsible for ADA certifications and compliance. SHI is happy to assist Charlotte to gather any ADA information on products that they may be interested



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in purchasing.

MWSBE Inclusiveness

Identify MWSBE vendors you propose to use on the project.

Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project.

Identify specific scopes of work to be performed by MWSBEs.

Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).

SHI Response:

SHI is the country’s largest privately held minority and woman-owned enterprise (MWBE) and provider of IT solutions, products, and services. As both a minority-owned (MBE) and woman-owned (WBE) enterprise, our diversity initiatives align with public sector organizations including Higher Education Institutions whose strategic business objectives include supplier diversity and development.

SHI is a 100% minority owned company and we are recognized by the following minority organizations across the globe:

- 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)
- Recognized by the 22 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC).
- As a woman-owned business, we are certified with the Women’s Business Enterprise Council (WBENC) and certified as a MWBE with the California Public Utilities Commission (CPUC).
- Certified by the State of North Carolina as a Historically Underutilized Business (HUB) and listed under the Statewide Uniform Certification Database (SUCD).



SHI’s Diversity Business Development Initiative helps build and maintain a community of diverse suppliers and partners who effectively serve the needs of our customers. As a large MWBE, we continue to expand and grow our Tier II partner program by accessing, focusing and utilizing our network of partners that includes certified minority, woman, veteran, small disadvantaged and HUBZone-owned businesses.

Diversity Program Initiative

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 150+ diversity spend reports to our clients today. 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, SHI annually sponsors and supports on average a little over 50 supplier diversity related events annually which includes 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 \$10 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2018 per Quarter Percentage of Diverse Spend

Diversity Category	2013	2014	2015	2016	2017	2018
MBE	\$16,535,522	\$14,289,705	\$10,237,427	\$49,811,302	\$73,011,324	\$56,107,838
WBE	\$5,789,227	\$6,165,105	\$6,129,614	\$19,965,990	\$26,162,755	\$11,307,665
ODD	\$296,829	\$277,863	\$693,808	\$34,524,753	\$40,656,659	\$12,152,670
SHI's Total Diverse Expenditures	<u>\$22,621,577</u>	<u>\$20,732,673</u>	<u>\$17,060,849</u>	<u>\$104,302,045</u>	<u>\$139,830,738</u>	<u>\$156,030,534</u>

MBE: Minority Business Enterprise WBE: Women Business Enterprise ODD: Other Diversity Designations

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 entrée into several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose to recruit additional "Go To" minority-owned businesses.



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Tier II Program

The growth, development and the mentoring 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 that 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 utilizing 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 today. Not only do we provide Tier I quarterly reports to 100+ clients today, 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.

Whether SHI is positioned as a prime supplier or minority or woman-owned supplier, SHI International Corp provides the same level of outstanding products, services and first class support. SHI, without being required to do so, has successfully launched its own diversity business development initiative pairing with our Partner Network team to engage minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. SHI International Corp is committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

In addition to the national recognition and as mentioned above we received our State of North Carolina Historically Underutilized Businesses (HUB) certification and have provide the confirmation letter below:



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Machelle Sanders
Secretary

Alicia Lyon
Interim Director

March 30, 2017

Christine Wilkerson
[REDACTED]
SHI International Corp. (Minority Owned)
290 Davidson Ave
Somerset, NJ 08873

Dear Christine Wilkerson:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <http://www.doa.nc.gov/hub/documents/ThirdpartyEligibilityChallengerev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

James Trent Rawley

James Trent Rawley
Supplier Diversity Specialist



State of North Carolina | Office for Historically Underutilized Businesses
116 West Jones Street, Suite 4109 | 1336 Mail Service Center | Raleigh, NC 27699-1336
(919) 807-2330 T



Required Form 9 - Certification Regarding Debarment, Suspension and Other Responsibility Matters

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;

Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Meghan Flisakowski

(Print Name) Signature

Title Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name) Signature

Title Date



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Required Form 10 - Byrd Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SHI International Corp (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

SHI International Corp

(Print Name) Company Name

Authorized Signature

290 Davidson Ave Somerset, New Jersey 08873

Address/City/State/Zip

Date – 9/16/19



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Required Form 11 - CCPA Plan

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte, Finance Department - City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein "City"). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this RFP. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies are required to register to purchase products or services through the CCPA.

More information about the CCPA can be found on the CCPA website at: www.charlottealliance.org.

The objective of this RFP is to utilize participation among the City, as well as various other Participating Public Agencies, to provide low cost reliable Products and Services. The Company must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Companies shall include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 380 registered Participating Public Agencies in Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia.

Please address the following:

Describe your company's ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.

SHI Response:

As outlined in previous sections of this response, SHI has national coverage by Account Executives that live in the regions they support. The largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 170 field AEs, working and living in the territories they support, and 170 telesales specialists who cater to the needs of small and medium public entities and who dedicate their energy every day for your success.



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Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.

SHI Response:

Our ethos at SHI stems from our team members, and those team members remain our greatest asset. Everyone on the SHI Account Team is dedicated to providing high quality customer service and support to Charlotte and CCPA. Our success begins with our outstanding customer support and has grown with constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers.

Due to our customers' expanding needs, and our desire to fulfill their needs, SHI has experienced tremendous growth in size and scope. Our organic growth, in combination with over two decades of organizational stability, is 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 addition to our global Headquarters, located in Somerset, NJ, we have a second large office in Austin, Texas and smaller regional offices located around the country. The majority of our Public Sector Account Executives live and work from their homes, within their territories.

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

U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team.

Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live **and** work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion.

Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to-day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal.

SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local



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government, and higher education institutions across the country to ensure personalized attention regardless of their 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 a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish.

SHI is proud of our extremely large network of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

In order to ensure reduced time to market, we also resource from our own integration center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.

In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings 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 additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically 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.



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How will you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

SHI Response:

We fully understand Members' need for flexibility in reporting, as well as the 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, by *division* or by *bill to* or by another criterion specified by Charlotte. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Charlotte, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Charlotte as well as individual CCPA members.

Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools.

Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

Will your company allow the City to utilize their organization's logo on the CCPA website?

Will your company be willing to advertise the CCPA logo and website on your organization's website?

SHI Response:

Yes, SHI will work with Charlotte to discuss usage of logos on associated websites where deemed appropriate.



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How do you plan to market the Contract(s) to other Participating Public Agencies?

SHI Response:

We know the vital importance of marketing contracts and reaching all eligible CCPA members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract.

Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include

Aimee Ballenger
Public Sector Program Manager
Aimee_ballenger@shi.com

and

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this:

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 secured website on www.shi.com including CCPA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to CCPA'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 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;



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- 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. CCPA has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for CCPA members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell 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). CCPA members are welcome to attend these at no additional charge.

Custom Events - SHI will help CCPA 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.

Some of the digital marketing-related items that contract customers can expect to receive and access include:



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SHI Blog – With readership increasing exponentially, SHI’s blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. CCPA members can subscribe to our blog online: <https://blog.shi.com/> and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News.

Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, CCPA members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – hosted its first sporting event on August 30th!

Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested.

Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule.

Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to CCPA members.



Required Form 12 - Environmental Purchasing Responses

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

SHI Response:

Question	Response
<p><u>Recycled Content.</u></p> <p>Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Recyclability.</u></p> <p>Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Biodegradability.</u></p> <p>Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Compostability.</u></p> <p>Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Energy Consumption.</u></p> <p>Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Energy Efficiency.</u></p>	<p>SHI is a value-added reseller and does not</p>



<p>Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.</p>	<p>manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Water Efficiency.</u> Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program or be water-efficient or low-flow fixtures.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Low VOCs.</u> Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer. For large purchases, SHI can work with Charlotte and CCPA members to review packaging options that are available through our Integration Center.</p>
<p><u>Pollution Prevention.</u> Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or</p>	<p>SHI is a value-added reseller and does not manufacturer any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>



<p>disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.</p>	
<p><u>Life Cycle Management.</u></p> <p>Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p>SHI is a value-added reseller and does not manufacture any of the products being offered. SHI agrees to work with Charlotte and any CCPA members to gather any necessary information from the manufacturer.</p>
<p><u>End of Life Management.</u></p> <p>Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p>Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help you stay ahead of the curve, working diligently with your company to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps you to dispose of or redeploy old technology in a way that not only assures compliance but also keeps your corporate data from being compromised.</p> <p>Our disposal processes provide several benefits, many of which our competitors don't provide, including:</p> <p>Integration: SHI provides a data-feed designed to be incorporated directly into your asset management system rather than in complex spreadsheet or database form;</p>



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	<p>Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;</p> <p>Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;</p> <p>Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.</p> <p>Our asset disposal and redeployment services can be customized and used in any combination to meet your unique needs, making us an ideal partner for your solution. With our customers always in mind, we will ensure we pick up your assets for processing; help remarket, redeploy, donate, or dispose your EOL assets; conduct inventory and assessments of all assets; and</p> <p>Offer end-of-lease processing;</p> <p>Conduct software license harvest and redeployment services;</p> <p>Provide a total solution one-stop-shop place for all your technology end-of-life needs.</p> <p>Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish your asset disposal needs efficiently and effectively.</p>
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Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Section 7 ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

SHI Response:



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This proposal is based on mutually agreeable terms and conditions. If SHI is a potential candidate for award, we will be pleased to discuss the details of the terms and conditions for the contract.

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
<p>Section 7; 3. DESCRIPTION OF SERVICES</p>	<p>The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.</p>	<p>The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B. <u>The parties acknowledge that maintenance and support services provided by a software publisher/original equipment manufacturer ("Support Services") are resold, not subcontracted, by the Company, and those Support Services are governed by a standard maintenance/support agreement between the publisher/manufacturer and the City directly. Company shall have no liability to the City for such Support Services beyond the processing of invoices and payment therefor.</u></p>	<p>Specifying that like a publisher's software which is licensed in a EULA from the publisher to the end user, maintenance and support on resold products only comes from the publisher/OEM under their standard support terms.</p>
<p>Section 7; 4.1 TOTAL FEES AND CHARGES</p>	<p>The City agrees to pay the Company on a time and materials basis. The City agrees to pay the Company for the Services at the rates</p>	<p>The City agrees to pay the Company on a time and materials basis, <u>or as otherwise specified in a scope of work.</u> The City agrees to pay the Company <u>for the Services</u> at the rates</p>	<p>The initial contract did not limit this section to just Services, as payment for products sold would be required. Depending on what</p>



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	<p>set forth in Exhibit A, which shall remain firm for the duration of the Contract, and shall not exceed a pre-determined amount (the "Payment Cap"). The Payment Cap constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties.</p>	<p>set forth in Exhibit A, which shall remain firm for the duration of the Contract, and shall not exceed a pre-determined amount (the "Payment Cap"). The Payment Cap constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties.</p>	<p>services are being performed, they may not always be time and materials.</p>
<p>Section 7; 4.7 AUDIT</p>	<p>During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-</p>	<p>During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the <u>pricing</u> terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.</p>	<p>SHI will allow audits to confirm pricing was accurate. SHI will not pay the costs of the audit; we will reimburse any overcharges discovered by the aggregate results.</p>



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	<p>compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.</p>		
<p>Section 7; 12 BACKGROUND CHECKS</p>	<p>Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.</p> <p>After starting work under this Contract, the Company is required to perform a Background Check for each new</p>	<p>Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a <u>reference check.</u></p> <p>After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee</p>	<p>SHI's HR process doesn't always include reference checks.</p>



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	<p>Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.</p> <p>If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:</p> <ul style="list-style-type: none"> • If the job duties require driving: A motor vehicle records check. • If the job duties include responsibility for 	<p>assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.</p> <p>If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:</p> <ul style="list-style-type: none"> • If the job duties require driving: A motor vehicle records check. • If the job duties include responsibility for initiating or affecting financial transactions: A credit history check. <p>The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.</p> <p>The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.</p> <p>The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review</p>	
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SHI Comments To Terms And Conditions for City of Charlotte

	<p>initiating or affecting financial transactions: A credit history check.</p> <p>The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.</p> <p>The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.</p> <p>The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.</p>	<p>upon request.</p>	
<p>Section 7; 16.1.4</p>	<p>Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright,</p>	<p>Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;</p>	<p>SHI is warranting Services are not infringing in an earlier section. We could not provide this warranty on deliverables.</p>



SHI Comments To Terms And Conditions for City of Charlotte

	trademark or trade secret rights of any third party;		
Section 7; 18.1 RIGHT TO COVER	<p>If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:</p> <p>a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due</p>	<p>If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, and fails to cure within ten (10) days after notice of failure, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:</p> <p>a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.</p>	<p>Adding the ability to cure. SHI will not pay the costs to cover.</p>



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SHI Comments To Terms And Conditions for City of Charlotte

	from the Company.		
Section 7; 22. CITY OWNERSHIP OF WORK PRODUCT	<p>22.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and</p>	<p>22.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed <u>under a scope of work</u> for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.</p> <p>22.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use</p>	<p>If SHI is going to develop any IP for the City, it would be under an SOW. SHI would retain rights to our confidential information, services, and any derivatives or inventions off that information and services.</p>



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	<p>agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.</p> <p>22.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 26 of the Contract.</p> <p>22.3 The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the</p>	<p>the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 26 of the Contract.</p> <p>22.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.</p> <p><u>22.4 Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any 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 Contract.</u></p>	
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	Contract.		
Section 7; 24. INDEMNIFICATION	To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or	To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided performed for to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim	SHI can indemnify for infringement in our Services, but not third party products/deliverables.



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	<p>subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other</p>	<p>that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).</p> <p>If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or Service; or (ii) repair or replace <u>reperform</u> the infringing product or Service so that it becomes non-infringing, provided that the performance of the overall product(s) and Service(s) provided to the City shall not be adversely affected by such replacement or modification <u>reperformance</u>.</p> <p>If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or Service, the Company shall promptly refund to the City all</p>	
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	<p>liabilities (including settlement amounts).</p> <p>If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.</p> <p>This Section 24 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).</p>	<p>amounts paid under this Contract <u>for the Services that are no longer usable.</u></p> <p>This Section 24 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).</p>	
ADD		WARRANTY DISCLAIMER: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT,	If awarded, SHI would like to propose a warranty disclaimer in the final contract. Any



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		CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, 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 PRODUCTS.	warranties made on the services should be expressly written into the contract.
ADD		LIMITATION OF LIABILITY: (i) 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. (ii) EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "HOLD HARMLESS/INDEMNITY", 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	If awarded, SHI requires a limitation of liability clause.



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		TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO THE CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.	
<p>Section 7; Exhibit D Federal Administration Aviation Terms; 2. CIVIL RIGHTS TITLE VI ASSURANCES; 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment</p>	<p>In all solicitations, either by competitive bidding, or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.</p>	<p>In all solicitations, either by competitive bidding, or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.</p>	<p>SHI cannot flow additional provisions to suppliers that we already have negotiated agreements to sell their products as a reseller.</p>
<p>Section 7; Exhibit D Federal Administration Aviation Terms; 2. CIVIL RIGHTS TITLE VI ASSURANCES; 6. Incorporation of Provisions</p>	<p>The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued</p>	<p>The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment for Services performed under this Agreement, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Company will take action with respect to any</p>	<p>SHI cannot flow additional provisions to suppliers that we already have negotiated agreements to sell their products as a reseller.</p>



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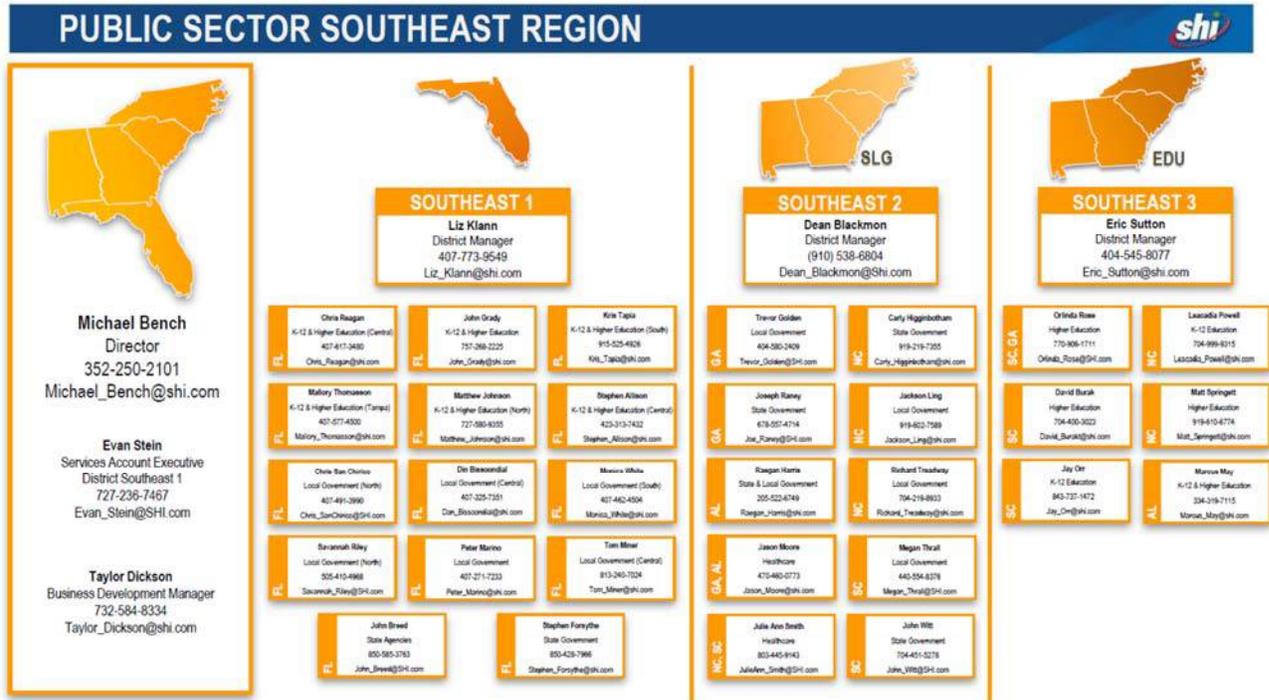
	<p>pursuant thereto. The Company will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.</p>	<p>subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.</p>	
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Innovative Solutions. World Class Support.

Attachments

SHI Organization Chart





Innovative Solutions. World Class Support.

Additional Information - Training

Corporate Training Group Training Services

SHI offers training services to help drive end-user productivity and fill knowledge gaps by training your IT staff to:

- » Deploy
- » Manage
- » Support
- » Develop
- » Innovate
- » Install




On-Site, Online or On-Demand Training

Technical Training	Desktop/End-User Training	Professional Development	Solutions & Services
Microsoft	Outlook, Excel, Word, PowerPoint, Access, Project, OneNote, Visio, SharePoint, Skype for Business	Leadership Skills, Communication Skills, Decision Making and Productivity Skills	Customized Training Development
Cisco	Office 365 apps: OneDrive, Teams, PowerBI, Sway, Delve, Yammer	Executive Coaching	eLearning Design and Development
AWS	Windows 7, 10	Business Analysis/ Scrum/Agile	eLearning Portal
VMware	Adobe Creative Suite	Project Management (PMP)	Quick Reference Guide Development
Citrix	End-User Security Awareness	ITIL	Proprietary Application Training

To learn more, contact your SHI Account Executive today.