

**City of Mesa, AZ**

**Contract # 2018011-01**

*for*

Information Technology Solutions and Services

*with*

**CDW Government, LLC**

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and CDW Government, LLC., effective March 1, 2018:

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



# COUNCIL MINUTES

February 5, 2018

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

## COUNCIL PRESENT

John Giles  
David Luna  
Mark Freeman  
Christopher Glover  
Francisco Heredia  
Kevin Thompson  
Jeremy Whittaker

## COUNCIL ABSENT

None

## OFFICERS PRESENT

Christopher Brady  
Dee Ann Mickelsen  
Jim Smith

Mayor's Welcome.

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

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

### 1. Take action on all consent agenda items.

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

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

Carried unanimously.

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

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

3. Take action on the following liquor license applications:

\*3-a. It Ain't Chemo

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

\*3-b. AMC Superstition East 12

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

\*3-c. ATL Wings

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

\*3-d. Elgin Distillery

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

\*3-e. Village of Elgin Winery

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

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

\*4-a. Turf Paradise, TP Racing LLLP

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

5. Take action on the following contracts:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Take action on the following resolutions:

- \*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- \*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- \*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- \*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- \*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- \*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

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

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

Staff Recommendation: Approval with conditions

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

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

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

Staff Recommendation: Approval with conditions

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

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

Staff Recommendation: Approval with conditions

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

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

Staff Recommendation: Approval with conditions

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

9. Take action on the following subdivision plat:

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

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

**Items not on the Consent Agenda**

**10. Items from citizens present.**

There were no items from citizens present.

**11. Adjournment.**

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

ATTEST:

  
DEE ANN MICKELSEN, CITY CLERK



  
JOHN GILES, MAYOR

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

  
DEE ANN MICKELSEN, CITY CLERK

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**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2018011  
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

**CITY OF MESA, Arizona (“City”)**

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

**AND**

**CDW GOVERNMENT LLC, (“Contractor”)**

Mailing Address	230 N. Milwaukee Ave
	Vernon Hills, IL 60061-9740
Remit Address	75 Remittance Dr, Suite #1515
	Chicago, IL 60675-1515
Attention	Jumana Dihui, Program Manager
E-Mail	<a href="mailto:jumdihi@cdwg.com">jumdihi@cdwg.com</a>
Phone	(312) 547-2495
Fax	(312) 705-9437
Website	<a href="http://www.cdwg.com">www.cdwg.com</a>



## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 28th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **CDW GOVERNMENT LLC**, an Illinois limited liability company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

### RECITALS

- A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

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

### TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
- 2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise

stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

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

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
  - a. Amendments to the Agreement
  - b. Agreement
  - c. Exhibits
    1. Mesa Standard Terms & Conditions (Exhibit C)
    2. Pricing (Exhibit B)
    3. Scope of Work (Exhibit A)
    4. Other Exhibits not listed above
  - d. Solicitation including any addenda
  - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.
- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the materials/service including transportation, insurance and

warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

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

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

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

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

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

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable taxes; and
- j. Total amount due.

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

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

7. **Insurance.**

- 7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City

with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

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

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

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

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

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

- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
- b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
- d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

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

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

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

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

Exhibits to this Agreement are the following:


- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

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

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

**CITY OF MESA, ARIZONA**

By:  Digitally signed by  
Edward Quedens  
Location: City of Mesa  
Business Services  
Date: 2018.03.02  
13:18:03 -07'00'

Printed Name

Title

Date

**CDW GOVERNMENT LLC**

By: 

Christina V. Rother

Printed Name

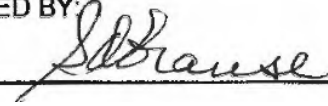
President

Title

March 1, 2018

Date

REVIEWED BY:

By: 

## **EXHIBIT A**

### **SCOPE OF WORK**

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
  - a. A full range of information technology solution products and services to meet varying requirements of governmental agencies.
  - b. Have a strong national presence as a computer solutions provider.
  - c. Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
  - d. Have a demonstrated sales presence.
  - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
  - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
  - a. Online
  - b. Telephone
  - c. Fax
  - d. Email
  
3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including, but not limited to, the following categories:
  - a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
  - b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
  - c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
  - d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
  - e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

## **EXHIBIT A**

### **SCOPE OF WORK**

- f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
  - g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
  - h. Services:
    - i. Services means such as, consulting, technical support, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services).
    - ii. Cloud Computing means third party cloud computing and storage services, where Contractor acts as a rebiller only and has no control over the delivery of the cloud computing and storage services. City acknowledges that the cloud service provider, and not Contractor, will be responsible for performance of the Cloud Services. Also, before Contractor can sell cloud computing and/or storage services from a third party to the City, City must execute an agreement governing said cloud computing and/or storage services with the third-party cloud services provider.
  - i. Comprehensive Product Offering: Contractor's catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
  - j. Financing: Options available such as lease programs and conditional sales contracts.
4. **LICENSES**. The City may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), or such other terms as required by manufacturers, software publisher, or cloud service provider.
5. **DEFECTIVE PRODUCT**. All defective Products shall be replaced and exchanged by the Contractor. The cost of transportation, re-shipping or other like expenses shall be paid by the Contractor and in the case of certain, special orders, other reasonable charges may be paid by the Contractor as defined in the order or as otherwise agreed to by the Parties. All replacement Products must be received by the City within seven (7) days of initial notification, when such products are in Contractor stock; if replacement Product is not in Contractor's stock, Contractor will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the City and will ensure product is received within seven (7) days after Contractor's receipt of the product.



**EXHIBIT B**  
**PRICING**

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	2.10%	All
		2) Notebooks	2.10%	All
		3) Tablets	2.25%	All
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)	4.00%	All
2)	Group 2 - Input Devices	5) Keyboards	6.75%	All
		6) Mice	6.75%	All
		7) Imaging Scanners	3.00%	All
		8) POS Scanners	3.00%	All
		9) Pointing Devices	3.50%	All
		10) Bar Code Readers	4.25%	All
		11) Audio Input	15.00%	All
		12) Input Adapters	5.00%	All
		13) PC and Network Cameras	5.50%	All
		14) Input Cables	15.00%	All
		15) Input Accessories	6.75%	All
3)	Group 3 - Output Devices	16) Displays	3.50%	All
		17) Printers	3.00%	All
		18) Inkjet Printers	3.00%	All
		19) Inkjet Photo Printers	3.00%	All
		20) Laser Printers	3.00%	All
		21) Label Printers	4.25%	All
		22) Dot Matrix Printers	3.00%	All
		23) Multi-Function Printers	3.00%	All
		24) Wide Format Printers	3.00%	All
		25) Multi-Function Inkjet Printers	3.00%	All
		26) Wide Format Printers	3.00%	All
		27) Fax Machine Printers	3.00%	All
		28) Printer Accessories	3.00%	All
		29) Projectors	3.50%	All
		30) Projector Accessories	3.50%	All
		31) Audio Input	15.00%	All
		32) Video Cards	3.50%	All

**EXHIBIT B**  
**PRICING**

		33) Sound Cards	3.50%	All
		34) Output Accessories	6.75%	All
		35) Printer Consumables	3.00%	All
4)	Group 4 - Memory	36) Desktop	13.00%	All
		37) Flash	5.50%	All
		38) Networking	13.00%	All
		39) Notebook	13.00%	All
		40) Printer / Fax	13.00%	All
		41) Server	13.00%	All
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	5.50%	All
		43) Adapters FireWire / USB	5.50%	All
		44) Adapters IDE/ATA/SATA	5.50%	All
		45) Adapters RAID	5.50%	All
		46) Adapters SCSI	5.50%	All
		47) Bridges & Routers	5.50%	All
		48) Disk Arrays	5.50%	All
		49) Disk Arrays JBOD	5.50%	All
		50) Drives Magneto-Optical	5.50%	All
		51) Drives Removable Disks	5.50%	All
		52) Fiber Channel Switches	5.50%	All
		53) Hard Disks - External	5.50%	All
		54) Hard Disks - Fiber Channel	5.50%	All
		55) Hard Disks - IDE/ATA/S	5.50%	All
		56) Hard Disks - Notebook	5.50%	All
		57) Hard Disks - SCSI	5.50%	All
		58) Networking Accessories	5.50%	All
		59) Optical Drives - CD-ROM	5.50%	All
		60) Optical Drives - CD-RW	5.50%	All
		61) Optical Drives - DVD-CD	5.50%	All
		62) Optical Drives - DVD-RW	5.50%	All
		63) Storage Accessories	5.00%	All
		64) Storage - NAS	5.00%	All
		65) Storage - SAN	5.00%	All
		66) Tape Autoloaders -AIT	5.00%	All
		67) Tape Autoloaders - DAT	5.00%	All
		68) Tape Autoloaders - DLT	5.00%	All
		69) Tape Autoloaders - LTO	5.00%	All
		70) Tape Drives - 4mm	5.00%	All

**EXHIBIT B**  
**PRICING**

		71) Tape Drives - 8mm/VXA	5.00%	All
		72) Tape Drives - AIT	5.00%	All
		73) Tape Drives - DAT	5.00%	All
		74) Tape Drives - DLT	5.00%	All
		75) Tape Drives - LTO/Ultrium	5.00%	All
		76) Tape Drives SDLT	5.00%	All
		77) Tape Drives - Travan	5.00%	All
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.50%	All
		79) Bridges & Routers	5.50%	All
		80) Gigabit Hubs & Switches	5.50%	All
		81) Concentrators & Multiplexers	5.50%	All
		82) Hardware Firewalls	5.50%	All
		83) Intrusion Detection	5.50%	All
		84) KVM	4.00%	All
		85) Modems	5.50%	All
		86) Network Test Equipment	5.50%	All
		87) Network Adapters	5.50%	All
		88) Network Cables	15.00%	All
		89) Network Accessories	5.50%	All
		90) Repeaters & Transceivers	5.50%	All
		91) Wireless LAN Accessories	5.50%	All
		92) Token Authentication	5.50%	All
		93) 10G Fiber Optic Transceivers	5.50%	All
		94) 1G Fiber Optic Transceivers	5.50%	All
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All
		96) Licensing Backup	4.00%	All
		97) Licensing Barcode/OC	4.00%	All
		98) Licensing Business Application	4.00%	All
		99) Licensing CAD/CAM	4.00%	All
		100) Licensing - Cloning	4.00%	All
		101) Licensing - Computer Services	4.00%	All
		102) Licensee - Database	4.00%	All
		103) Licensing - Development	4.00%	All
		104) Licensing - Entertainment	4.00%	All
		105) Licensing - Financial	4.00%	All
		106) Licensing - Flow Chart	4.00%	All
		107) Licensing - Graphic Design	4.00%	All
		108) Licensing - Handheld	4.00%	All

**EXHIBIT B**  
**PRICING**

		109) Licensing - Network OS	4.00%	All
		110) Licensing - OS	4.00%	All
		111) Licensing - Personal Organization	4.00%	All
		112) Licensing - Presentation	4.00%	All
		113) Licensing - Reference	4.00%	All
		114) Licensing - Report Analysis	4.00%	All
		115) Licensing - Spreadsheet	4.00%	All
		116) Licensing - Utilities	4.00%	All
		117) Licensing - Warranties	4.00%	All
		118) Licensing - Web Development	4.00%	All
		119) Licensing - Word Processing	4.00%	All
		120) Software - Backup	4.00%	All
		121) Software - Barcode / OCR	4.00%	All
		122) Software - Business Application	4.00%	All
		123) Software - CAD/CAM	4.00%	All
		124) Software - Cloning	4.00%	All
		125) Software - Computer Services	4.00%	All
		126) Software - Database	4.00%	All
		127) Software - Development	4.00%	All
		128) Software - Entertainment	4.00%	All
		129) Software - Financial	4.00%	All
		130) Software - Flow Chart	4.00%	All
		131) Software - Graphic Design	4.00%	All
		132) Software - Handheld	4.00%	All
		133) Software - OS	4.00%	All
		134) Software - Personal Organization	4.00%	All
		135) Software - Presentation	4.00%	All
		136) Software - Reference	4.00%	All
		137) Software - Report Analysis	4.00%	All
		138) Software - Spreadsheet	4.00%	All
		139) Software - Utilities	4.00%	All
		140) Software - Warranties	4.00%	All
		141) Software - Web Development	4.00%	All
		142) Software - Word Processing	4.00%	All
8)	Group 8 - Media Supplies	143) Media - 4mm tape	5.50%	All
		144) Media - AIT tape	5.50%	All
		145) Media - DAT tape	5.50%	All
		146) Media - DLT tape	5.50%	All

**EXHIBIT B**  
**PRICING**

		147) Media LTO / Ultrium tape drive	5.50%	All
		148) Media - Magneto - Optical	5.50%	All
		149) Media - Optical	5.50%	All
		150) Media - SLR tape	5.50%	All
		151) Media - Travan tape	5.50%	All
		152) Media - VXA tape	5.50%	All
		153) Media - zip	5.50%	All
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.25%	All
		155) Video conferencing products	4.25%	All
		156) Voice gateways / servers	4.25%	All
		157) Headsets	4.25%	All
		158) Audio conferencing products	4.25%	All
		159) Analog phones	4.25%	All
		160) Accessories	4.25%	All
10)	Group 10 - Other	161) Advanced Integration	3.00%	All
		162) Asset Disposal	3.00%	All
		163) Asset Management	3.00%	All
		164) Cables	15.00%	All
		165) Cables - custom	15.00%	All
		166) Cables - printer	15.00%	All
		167) Complex warranties	3.00%	All
		168) Desktop Accessories	6.75%	All
		169) Display Accessories	3.50%	All
		170) Electronic Services	3.00%	All
		171) Handheld Accessories	6.75%	All
		172) Imaging Accessories	6.75%	All
		173) Imaging - Camcorders	3.50%	All
		174) Imaging - Digital Cameras	3.50%	All
		175) Internal Lab Service	3.00%	All
		176) Lab fees	3.00%	All
		177) Managed Services	3.00%	All
		178) Miscellaneous solutions	3.00%	All
		179) Mounting hardware for vehicles	2.50%	All
		180) Networking Warranties	3.50%	All
		181) Notebook Accessories	2.50%	All
		182) Notebook Batteries	5.00%	All
		183) PC Lab order services	3.00%	All
		184) POS Accessories	4.25%	All

**EXHIBIT B**  
**PRICING**

	185) POS Displays	4.25%	All
	186) Power Accessories	5.00%	All
	187) Power Surge Protection	5.00%	All
	188) Power UPS	5.00%	All
	189) Server Accessories	4.00%	All
	190) Service Charge	2.00%	All
	191) System Components	13.00%	All
	192) Training Courses	3.00%	All
	193) Training Reference Manuals	3.00%	All
	194) Warranties - Electronic	3.00%	All
	195) iPad / Tablet Stylus	6.75%	All
	196) Mouse / Wrist Pads	6.75%	All
	197) Security Locks and Hardware	6.75%	All
	198) Tools	6.75%	All
	199) Document Scanner Accessories	3.00%	All
	200) Flatbed Scanners	3.00%	All
	201) Mobile Scanners	3.00%	All
	202) Network Scanners	3.00%	All
	203) Sheet fed Scanners	3.00%	All
	204) Wide Format Scanners	3.00%	All
	205) Workgroup / Department Scanner	3.00%	All
	206) Build to Order Desktops	2.10%	All
	207) Nettop	3.00%	All
	208) Point of Sale	4.25%	All
	209) Ultra Small Form Factor	2.10%	All
	210) Apple / Mac Memory Upgrades	13.00%	All
	211) Chips / SIMMs/SIPPs / ROMs	13.00%	All
	212) Computer Cases	13.00%	All
	213) CPUs / Fans	13.00%	All
	214) Memory Accessories	13.00%	All
	215) Motherboards / Chassis	13.00%	All
	216) 1 - 2 port Serial Boards	13.00%	All
	217) 3+ port Serial Boards	13.00%	All
	218) Console Server	4.00%	All
	219) Device Server	4.00%	All
	220) Terminal Server	4.00%	All
	221) Content Management	4.00%	All
	222) Firewall / VPN Appliances	5.50%	All

**EXHIBIT B**  
**PRICING**

	223) Multifunction Security Appliances	5.50%	All
	224) Network Camera Accessories	5.50%	All
	225) Network Cameras	5.50%	All
	226) Physical/Environmental Security	5.50%	All
	227) Security Appliance Accessories	5.50%	All
	228) Security Tokens	5.50%	All
	229) Unified Threat Management	5.50%	All
	230) 2-way Radios / Walkie Talkies	6.75%	All
	231) Apple Notebooks	2.50%	All
	232) Convertible PCs / Slate PCs / iPad	2.25%	All
	233) iPad	2.25%	All
	234) Slate Tablet Computers	2.25%	All
	235) GPS / PDA	6.75%	All
	236) Wireless Communication Devices	2.50%	All
	237) Batteries	5.00%	All
	238) Power Supplies / Adapters	5.00%	All
	239) Rackmount Equipment	5.00%	All
	240) Remote Power Management	5.00%	All
	241) Surge Suppressors	5.00%	All
	242) UPS / Battery Backup	5.00%	All
	243) 14" & smaller LCD Display	3.50%	All
	244) 15-19" LCD Display	3.50%	All
	245) 15-19" Wide LCD Display	3.50%	All
	246) 15-19" Wide LED Display	3.50%	All
	247) 20-30" LCD Display	3.50%	All
	248) 20-30" Wide LCD Display	3.50%	All
	249) 20-30" Wide LED Display	3.50%	All
	250) PCoIP and Zero Client Displays	3.50%	All
	251) Arm Mounts	3.50%	All
	252) Ceiling Mounts	3.50%	All
	253) Combo Mounts	3.50%	All
	254) Desktop Stands / Risers	3.50%	All
	255) Flat Wall Mounts	3.50%	All
	256) Mount Accessories	3.50%	All
	257) Pole Display	4.25%	All
	258) Stands / Carts / Feet	3.50%	All
	259) Tilt Wall Mounts	3.50%	All

**EXHIBIT B**  
**PRICING**

		260) C-Cure Products	4.00%	All																				
		261) Istar Products	5.50%	All																				
11)	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE																				
		Design and Analysis	Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services.																					
		Configuration		%																				
		Implementation		%																				
		Installation		%																				
		Training		%																				
		Maintenance & Support		%																				
		CDW Configuration Services		5%																				
12)	Group 12 - Additional Products/Services Not Identified	Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services.																						
		Apple Products for eligible Government and Educational Entities		0.50%																				
CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, <b>CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at <a href="http://www.cdwg.com">www.cdwg.com</a>.</b>																								
<table><tr><th>CDW•G Product Tree Categories</th><th>Discount</th></tr><tr><td>Accessories</td><td>6.75%</td></tr><tr><td>Power, Cooling &amp; Racks</td><td>5.00%</td></tr><tr><td>Desktop Computers</td><td>3.00%</td></tr><tr><td>PC Compatible Desktop Computer</td><td>2.10%</td></tr><tr><td>PC Compatible Workstation</td><td>3.00%</td></tr><tr><td>Blade PCs</td><td>3.00%</td></tr><tr><td>RISC Processor Workstation</td><td>3.00%</td></tr><tr><td>Thin Clients</td><td>3.00%</td></tr><tr><td>Web TV Access Unit</td><td>3.00%</td></tr></table>					CDW•G Product Tree Categories	Discount	Accessories	6.75%	Power, Cooling & Racks	5.00%	Desktop Computers	3.00%	PC Compatible Desktop Computer	2.10%	PC Compatible Workstation	3.00%	Blade PCs	3.00%	RISC Processor Workstation	3.00%	Thin Clients	3.00%	Web TV Access Unit	3.00%
CDW•G Product Tree Categories	Discount																							
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Web TV Access Unit	3.00%																							



## **EXHIBIT B** **PRICING**

Windows Based Terminals	3.00%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Notebook Accessories	2.50%
Wireless Communication Devices	2.50%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%
Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

**CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.**

**CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.**

**As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.**

## EXHIBIT B PRICING

CDW•G Professional Services Offering			
Major Metro Service Areas			
Washington, DC New York City Metro Los Angeles San Francisco San Diego Boston Metro Chicago Federal Philadelphia Seattle	Raleigh Houston  Tampa Atlanta National Dallas Cincinnati Detroit Minneapolis St. Louis/KC Denver Nashville Portland	Madison Wausau  Milwaukee Appleton Grand Rapids Indianapolis Cleveland	
<p>Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.</p>			
Solution Domain	Discipline	Technology Domain	Role
Datacenter	Storage	Data Migration	Senior Consulting Engineer
		EMC	Senior Consulting Engineer
		IBM	Senior Consulting Engineer
		VMWare	Senior Consulting Engineer
		NetApp	Senior Consulting Engineer
Datacenter	Networking & Enterprise Networking	Infrastructure & Networking	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Mobility	Client Management	Client Virtualization Endpoint Management Mobile Device Management	Technical Lead
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
Security	Network Security	VDI	Technical Lead
		Citrix	Senior Consulting Engineer
			Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
Security	Network Security	Network Security	Principal Consulting Engineer
			Technical Lead
			Senior Consulting Engineer
			Consulting Engineer

## EXHIBIT B PRICING

	Security	Information Security	Information Security	Penetration Testing
				Gap Analysis (HIPAA gap, PCI Gap, NIST)
	Collaboration	Communication	Voice, Video Collaboration	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Engagement	Contact Center	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	Productivity	Information Worker	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Consulting Advisory Services	Consulting Advisory Services	Consulting Advisory Services	CAS_Business_Analyst
				CAS_Consulting_Services_Architect
				CAS_Engagement_Manager
				CAS_Technology_Architect
				CAS_Business_Architect
	Project & Program Management	Project & Program Management	Project & Program Management	Project Admin
				Project Manager
				Senior Project Manager
				Program Manager

## CDW•G Configuration Services

Service Group	EDC	Description	Advertised Price	Contract Discount	Contract Ceiling Price
<b>Hardware Configurations and Priority Service</b>					
Priority	1625768	PRIORITY SERVICE	\$ 21.99	5%	\$ 20.89
Hardware	1706188	CDW Hardware Install for Server	\$ 32.99	5%	\$ 31.34
Hardware	1706189	CDW Hardware Install for DT-LT	\$ 17.99	5%	\$ 17.09
Hardware	1820627	CDW Hardware Install for Netcom	\$ 22.99	5%	\$ 21.84
Hardware	3558560	CDW MOBILE DEVICE SIM CARD INSTALL	\$ 9.99	5%	\$ 9.49
Hardware	2437037	CDW RACK CONFIG 1 CREDIT	\$ 82.99	5%	\$ 78.84
Hardware	3803338	CDW HARDWARE INSTALL FOR PRINTER	\$ 32.99	5%	\$ 31.34
<b>Asset Tagging</b>					
Asset Tags	322170	CDW ASSET TAGS NO INSTALL MAIL ONLY	\$ 0.98	5%	\$ 0.93
Asset Tags	338519	CDW ASSET TAG W/O INSTALL	\$ 9.99	5%	\$ 9.49
Asset Tags	338521	CUSTOMER ASSET TAG CONFIG SERVICE	\$ 9.99	5%	\$ 9.49
Asset Tags	500814	CDW CREATE CUSTOM TAG/LABEL	\$ 29.99	5%	\$ 28.49
Asset Tags	500815	BASIC CUSTOM TAG	\$ 9.99	5%	\$ 9.49
Asset Tags	500817	INTERMEDIATE CUSTOM TAG	\$ 17.99	5%	\$ 17.09

## **EXHIBIT B** **PRICING**

Asset Tags	500818	ADVANCED CUSTOM TAG	\$ 22.99	5%	\$	21.84
Asset Tags	537315	CDW CREATED CUSTOM TAG – MAIL ONLY	\$ 1.22	5%	\$	1.16
Asset Tags	955862	CDWG UID TAG/LABEL	\$ 9.99	5%	\$	9.49
Asset Tags	1095109	CDW RFID TAG	\$ 61.99	5%	\$	58.89
Asset Tags	3465262	BASIC CUSTOM TAG W/BOX DUP TAG	\$ 10.99	5%	\$	10.44
Asset Tags	3465269	CUSTOMER ASSET TAG W/BOX DUP REQ6330	\$ 10.99	5%	\$	10.44
Asset Tags	4347185	CUSTOMER ASSET TAG W BOX DUP REQ6247	\$ 12.99	5%	\$	12.34
Asset Tags	3465895	INTERMEDIATE CUSTM TAG W-BOX DUP TAG	\$ 21.99	5%	\$	20.89
Asset Tags	3982815	ADV CUSTOM TAG W/BOX DUP	\$ 24.99	5%	\$	23.74
<b>Configuration Service Bundles</b>						
Bundle	2342089	CDW HW IMAGE CDW ASSET TAG-REQ1173	\$ 45.99	5%	\$	43.69
Bundle	2342092	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	\$ 52.99	5%	\$	50.34
Bundle	2342096	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	\$ 52.99	5%	\$	50.34
Bundle	2342098	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	\$ 46.99	5%	\$	44.64
Bundle	2342102	CDW IMAGE CDW ASSET TAG PRI-REQ1177	\$ 39.99	5%	\$	37.99
Bundle	2342106	CDW HW IMAGE PRIORITY-REQ1178	\$ 53.99	5%	\$	51.29
Bundle	2423730	CDW HW IMAGE CDW ASSET PRI-REQ1193	\$ 53.99	5%	\$	51.29
Bundle	2423732	CDW HW IMG BSC CSTM TAG PRI-REQ1194	\$ 59.99	5%	\$	56.99
Bundle	2423734	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	\$ 59.99	5%	\$	56.99
Bundle	2426793	CDW IMAGE CUSTMER ASSET TAG-REQ1197	\$ 39.99	5%	\$	37.99
Bundle	2426795	CDW IMAGE CDW ASSET TAG-REQ1198	\$ 32.99	5%	\$	31.34
Bundle	2426798	CDW HARDWARE IMAGE DEPLOY-REQ1199	\$ 45.99	5%	\$	43.69
Bundle	2853723	CDW IMAGE BASIC CUSTOM TAG-REQ1324	\$ 39.99	5%	\$	37.99
Bundle	2853726	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	\$ 39.99	5%	\$	37.99
Bundle	3269810	CDW HW IMG INTRM TAG CMPTRAC REQ1901	\$ 63.99	5%	\$	60.79
Bundle	3327808	CDW LIGHT TOUCH IMAGE DEPLOY W-VPN	\$ 42.99	5%	\$	40.84
Bundle	4008018	LEVEL 1 IOS\ETCH INSERT REQ 5075	\$ 39.99	5%	\$	37.99
Bundle	4008025	LEVEL 1 IOS\ETCH REQ 5076	\$ 33.99	5%	\$	32.29
Bundle	4041681	IOS LVL1 & SRVC CUST INSERT REQ5156	\$ 28.99	5%	\$	27.54
Bundle	4056755	INT CUST TAG&DUP + DATA CAP CONTRACT	\$ 21.99	5%	\$	20.89
Bundle	4086733	CDW LT IMAGE DEPLOY W/VPN&BOX LABEL	\$ 44.99	5%	\$	42.74
Bundle	4171085	COI SPECOPS & PROJECTMANGEMENT R5611	\$ 569.99	5%	\$	541.49
<b>Diagnostics</b>						
Diagnostics	214266	CDW BURN IN 12 HOURS	\$ 21.99	5%	\$	20.89
<b>Imaging</b>						
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	\$ 113.99	5%	\$	108.29
Imaging	247489	HILL ROM CREATE CUSTOM RESTORE CD	\$ 49.99	5%	\$	47.49
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	\$ 32.99	5%	\$	31.34
Imaging	283926	CDW MASTER IMAGE CREATION CREDIT	\$ 183.99	5%	\$	174.79
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	\$ 17.99	5%	\$	17.09
Imaging	534223	CDW STANDARD IMAGE DEPLOYMENT DT/NB	\$ 32.99	5%	\$	31.34
Imaging	763587	FLASH DRIVE IMAGING	\$ 9.99	5%	\$	9.49
Imaging	763593	CDW USB RESTORE UPTO 16GB	\$ 39.99	5%	\$	37.99
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	\$ 31.99	5%	\$	30.39
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	\$ 113.99	5%	\$	108.29
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	\$ 32.99	5%	\$	31.34
Imaging	2691836	CDW ZERO TOUCH IMAGE DEPLOYMENT	\$ 32.99	5%	\$	31.34
Imaging	2798606	CDW IMAGE MODEL MIGRATION CREDIT	\$ 113.99	5%	\$	108.29

## **EXHIBIT B** **PRICING**

Imaging	2869570	CDW USB RESTORE UPTO 32GB	\$ 52.99	5%	\$ 50.34
Imaging	3652393	CDW CREATE CUSTOM RECOVERY PARTITION	\$ 353.99	5%	\$ 336.29
Imaging	3765107	SERVER RACKING ADV IMAGING SVC	\$ 219.99	5%	\$ 208.99
Imaging	3982809	CDW USB RESTORE SVC UPTO 64GB	\$ 63.99	5%	\$ 60.79
Imaging	4008336	CHROME WHITE GLOVE SERVICE TIER1	\$ 22.93	5%	\$ 21.78
Imaging	4008354	CHROME WHITE GLOVE SERVICE TIER2	\$ 24.93	5%	\$ 23.68
Imaging	4419882	CHROME UNMANAGED KIOSK APP INSTALL	\$ 28.92	5%	\$ 27.47
Imaging	4086723	CDW IMAGE DEPLOY W BOX LABEL REQ6281	\$ 33.99	5%	\$ 32.29
Imaging	4086738	CDW SCCM SRV-ZERO TOUCH W/BOX LABEL	\$ 33.99	5%	\$ 32.29
<b>Laser Etching / Color Branding</b>					
Laser Etching	1461344	CDW LASER ETCHING-TIER 1 STATIC SML	\$ 11.00	5%	\$ 10.45
Laser Etching	2815190	CDW LASER ETCHING-TIER 2 STATIC LRG	\$ 15.00	5%	\$ 14.25
Laser Etching	2815191	CDW LASER ETCHING-TIER 3 DYNAMIC	\$ 22.00	5%	\$ 20.90
Color Branding	3223260	CDW COLOR BRANDING TEMPLATE	\$ -	5%	\$ -
Color Branding	4100630	CDW COLOR BRANDING TIER 1	\$ 15.00	5%	\$ 14.25
Color Branding	3223250	CDW COLOR BRANDING TIER 2	\$ 22.00	5%	\$ 20.90
Color Branding	3436605	CDW COLOR BRANDING TIER 3	\$ 30.00	5%	\$ 28.50
<b>Mobile Carts</b>					
Mobile Carts	4466480	CDW CHROMEBOOK WIRE CART CONFIG	\$ 120.00	5%	\$ 114.00
<b>Netcom</b>					
Netcom	311718	CDW NETWORK & SECURITY DEVICE CONFIG	\$ 40.00	5%	\$ 38.00
Netcom	1550455	CDW NETWORK & SEC CHASSIS CONFIG BUN	\$ 100.00	5%	\$ 95.00
Netcom	1550460	CDW NETWORK & SEC DEVICE CONFIG BUN	\$ 65.00	5%	\$ 61.75
Netcom	2394839	CDW NETWORK & SEC CHASSIS CONFIG	\$ 70.00	5%	\$ 66.50
Netcom	2432019	CDW VPN DOMAIN JOIN ONLY	\$ 8.00	5%	\$ 7.60
Netcom	3628500	CDW VPN DOMAIN JOIN ONLY-PCA	\$ 8.00	5%	\$ 7.60
Netcom	3651585	CDW AP/ENDPOINT PROVISIONING	\$ 30.00	5%	\$ 28.50
Netcom	4121801	CDW AP/ENDPOINT FIRMWARE UPDATE	\$ 16.00	5%	\$ 15.20
Netcom	4219966	CDW CLIENT VPN CONFIGURATION	\$ 12.00	5%	\$ 11.40
<b>Other</b>					
Other	504311	CDW HP ILO ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	872360	CDW SYSTEM BIOS/FIRMWARE UPG	\$ 16.00	5%	\$ 15.20
Other	1197175	CDW CUSTOM IP CONFIGURATION	\$ 12.00	5%	\$ 11.40
Other	1197180	CDW BIOS CUSTOMIZATION	\$ 5.00	5%	\$ 4.75
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	\$ 5.00	5%	\$ 4.75
Other	1369904	CDW DDS / COMPUTRACE ACTIVATION	\$ 5.00	5%	\$ 4.75
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	\$ 5.00	5%	\$ 4.75
Other	1713539	CDW SPECIAL CONFIG REQ - 1 CREDIT	\$ 5.00	5%	\$ 4.75
Other	1713542	CDW SPECIAL CONFIG REQ - 6 CREDITS	\$ 30.00	5%	\$ 28.50
Other	1713544	CDW SPECIAL CONFIG REQ - 12 CREDITS	\$ 60.00	5%	\$ 57.00
Other	2366694	CDW APPLE IOS CUSTOMIZATION LVL 1	\$ 15.00	5%	\$ 14.25
Other	2366709	CDW APPLE IOS CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2613286	CDW ANDROID CUSTOMIZATION LVL 1	\$15.00	5%	\$ 14.25
Other	2613287	CDW ANDROID CUSTOMIZATION LVL 2	\$ 30.00	5%	\$ 28.50
Other	2671476	CDW SCREEN OVERLAY INSTALL SERVICE	\$ 8.00	5%	\$ 7.60
Other	2696504	CDW Hard Drive Data Encryption DT/NB	\$ 12.00	5%	\$ 11.40
Other	2828923	CDW SAS RAID Activation	\$ 12.00	5%	\$ 11.40
Other	2858009	CDW KINDLE AD REMOVAL REQ1329	\$ 30.00	5%	\$ 28.50

## **EXHIBIT B** **PRICING**

Other	3553290	CDW APPLE ID CREATION	\$ 5.00	5%	\$ 4.75
Other	3899153	CDW VPRO BASIC ACTIVATION REQ4717	\$ 5.00	5%	\$ 4.75
Other	4248044	CDW LENOVO IMM ACTIVATION	\$ 12.00	5%	\$ 11.40
Other	4176320	CDW ASSET MGMNT UPDATE SVC REQ 5634	\$ 1.25	5%	\$ 1.19
<b>Software</b>					
Software	76056	CDW APPLICATION INSTALL DT/NB	\$ 36.00	5%	\$ 34.20
Software	76980	CDW NETWORK OPERATING SYSTEM INSTALL	\$ 200.00	5%	\$ 190.00
Software	346243	CDW STD WINDOWS CLIENT OS INSTALL	\$ 90.00	5%	\$ 85.50
Software	931000	CDW NETWORK APPLICATION INSTALL	\$ 100.00	5%	\$ 95.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	\$ 22.00	5%	\$ 20.90
Software	1278296	CDW OEM MFG OS INSTALLATION	\$ 90.00	5%	\$ 85.50
Software	1291101	CDW LINUX INSTALLATION OS-ALL VERS	\$ 120.00	5%	\$ 114.00
Software	1550439	SUN SOLARIS INSTALLATION – ALL VERSIONS	\$ 200.00	5%	\$ 190.00
Software	1550447	VMWARE INSTALLATION – ALL VERSIONS	\$ 70.00	5%	\$ 66.50
Software	3803347	CDW SOFTWARE CONFIG FOR PRINTER	\$ 24.00	5%	\$ 22.80
Software	3982800	CDW HDD OS SWAP SVC REQ5012	\$ 36.00	5%	\$ 34.20
<b>Configuration Project Management / COI</b>					
Proj. Mgmt	3110955	CDW CONFIG PROJECT COORD HRLY CREDIT	\$ 75.00	5%	\$ 71.25
Proj. Mgmt	4289890	CDW CONFIG PM 150 HRLY CHARGE	\$ 150.00	5%	\$ 142.50
Proj. Mgmt	3536706	CDW COI PROJ COORD /OPS COST	\$ 5,000.00	5%	\$ 4,750.00
Proj. Mgmt	3543509	CDW CONFIG PROJECT COORD CREDIT/UNIT	\$ 5.00	5%	\$ 4.75
Proj. Mgmt	3752290	CDW PROJ MNGMNT CONFIG AP SVC	\$ 7.00	5%	\$ 6.65
Proj. Mgmt	4086747	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 1.00	5%	\$ 0.95
Proj. Mgmt	4087191	CONFIGS SERVICES PROJ MGMT(PER UNIT)	\$ 0.50	5%	\$ 0.48
COI	3268855	CDW CONFIG PROJECT COORD COI SVC	\$ 300.00	5%	\$ 285.00
COI	3561536	COI OPS PALLET RECEIVING/PROCESSING	\$ 480.00	5%	\$ 456.00
COI	4439488	COI OPS PALLET/MONTH REC/PRO	\$ 40.00	5%	\$ 38.00
COI	3659769	CDW COI OPERATIONAL EXPENSE WITH SN	\$ 10.00	5%	\$ 9.50
COI	3827583	COI TEMP TAG NO INSTALL E-MAIL	\$ 10.00	5%	\$ 9.50

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

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

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.



**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - iv. Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
  - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.
- a. **Manufacturer's Warranty.** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED,

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

- b. **Services Warranty.** City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.
  - c. **Third Party Services Warranty.** In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.**
- a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
  - b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The foregoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

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

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

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

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

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

# City of Mesa

Information Technology Solutions and Services

Solicitation #2018011

October 23, 2017

Original



*CDW Government LLC  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061*







One CDW Way  
230 N. Milwaukee Ave  
Vernon Hills, IL 60061

P: 847.371.5800  
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[www.cdwg.com/PeopleWhoGetIT](http://www.cdwg.com/PeopleWhoGetIT)

City of Mesa  
20 E Main Street, Suite #400  
Mesa, AZ 85201  
October 23, 2017

## RE: Information Technology Solutions and Services Solicitation #2018011

Dear Ms. Brause:

CDW-G is pleased to present the following proposal to the City of Mesa. As a leading provider of IT solutions to state and local entities, we are excited to present our response to your needs. Over the past decade through our relationship with National IPA, we have seen a consistent 30% annual growth of our contract. Our contract expertise, customer-focus, and commitment to diversity have enabled us to bring our customers the solutions and services that deliver outstanding value. We regularly respond to varied IT needs: Be it small rural communities to large municipalities and states, the City of Mesa can be sure that we are ready to be your partner in any IT enterprise. Below are just a few of the benefits that the members of this cooperative will enjoy:

**Contract Expertise.** Consistently meeting your needs is our main focus which is why we'll update your contract, adding new technologies as soon as you need them. If it is in our catalog, we can add it to your contract. Whatever your needs may be, we will work with you to make sure those needs are met. Included in your contract are pricing options that will enable the City of Mesa to compare pricing options. This benefit enables you to make more informed decisions and provides you with purchasing reports.

**Local Presence, National Reach.** Whether it's in small towns, rural counties, or large cities, we'll be where you are to leverage our national network of service providers, bringing you the expert/customer-centered solutions you've come to expect from us. With 30 locations nationally and coworkers located in 45 states, we are dedicated to serving our customers' needs, wherever they are. You will enjoy a dedicated team of CDW-G resources who stand ready to work with you and solve today's technology challenges. Coupled with our strong centralized support locations, we offer you a national contract with a local focus, tailored to your requirements, with a flexibility to grow with you as your needs change.

**Commitment to Diversity.** We work with hundreds of diverse suppliers to promote historically underutilized and local businesses. These local suppliers are part of the reason we are able to deliver exceptional products and services. As members of your local community, we work with these suppliers to better understand our customers' needs and to support locally-focused businesses. We partner with over 600 MBE/WBE businesses and achieve more than \$1.5B annually in overall diversity spend.

We look forward to establishing a collaborative working relationship and are confident that our proposal will exceed your expectations. To discuss our response, please contact Proposal Specialist Cale LaSalata at [calelas@cdw.com](mailto:calelas@cdw.com) or 203-851-7211.

Sincerely,

Christina V. Rother  
President, CDW Government LLC

# Table of Contents

Tab 1- Letter of Transmittal .....	Front Page
Executive Summary .....	4
Tab 2 .....	7
Response to National IPA Cooperative Contract .....	7
Tab 3 .....	41
Pricing Forms .....	41
Tab 4 .....	44
Qualifications (Abilities, Experience, and Expertise) .....	44
Tab 5 .....	49
Technology .....	49
Tab 6 .....	59
Other Forms .....	59
Vendor Information Form	
Exceptions and Confidential Information Form	
General Questionnaire Form	
Lawful Presence Affidavit	
Respondent Certification Form	
Respondent Questionnaire	
W-9 Form and Certificate of Insurance	
Tab 7 .....	60
Appendix .....	60
Mark Ellis Resume	
Pat O'Brien Resume	
CDW•G Return Policy	

## Executive Summary

The City of Mesa, through this solicitation, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to enable public and non-public entities in Arizona to purchase all manner of IT solutions and services. Understanding that value and efficiency in procurement are hot-button issues for the City of Mesa, we have kept that as our guiding principles for the response contained herein. As states and municipalities work within constrained budgets, now more than ever, value and sound purchasing practices of utmost importance when choosing an IT solutions provider and partner. CDW Government LLC (“CDW•G”) has been a reliable partner of National IPA for over a decade with a demonstrable track record of delivering outstanding IT solutions, with efficient delivery, and all of the benefits that come from this contract.



What sets our offer apart from what our competition will provide is that our approach to our customers is to treat them as a partner. Everything that we do as a company revolves around the main focus of our business: our customers. Because we provide solutions to a variety of entities (from public to private; small businesses and rural communities, to the federal government and large municipalities), we know that solutions aren’t “one-size fits all.” Tailoring our solutions to our customers requires us to get to know you and meet you where you are to gain a better understanding of what drives your business.

Evidenced by our ten year successful relationship with the team at National IPA, our approach to IT solutions reflects a belief that true value comes from delivering to our customers exactly what they want, when they want it. Efficient online purchasing, dedicated support, highly certified services providers, and contract compliance are only a few of the features of what we can deliver to the City of Mesa.

## Contract Excellence

Understanding that compliance with city policy and state financial statutes is important to the City of Mesa, we have built our response to Mesa around our approach to working with government customers. We know that the City of Mesa has legal and regulatory compliance requirements to which you have to adhere. That is why our approach incorporates your regulatory compliance needs and builds your contract around those obligations. Contract participants’ Account Center has a wealth of information which will enable them to make better informed purchasing decisions and provide them reports on purchases, updated pricing, and much more.

What differentiates us from our competition is our Program Management team who oversee the administration of negotiated contracts. While some of our competition may have one or two individuals tasked to ensure contract compliance, we maintain a team of highly trained professionals whose sole goal is ensure that we meet our commitments to our contract customers. Program Managers also work with our Marketing department to promote your contract and educate our sales force on the particularities of the contract. Our Program Management teams work to make sure that our sales teams are educated on the contract requirements.

Our Program Management team also compiles a variety of reports, ranging from updated pricing and product options to purchase history and analyses of the success of the contract.

Some of the features of what we will provide you are:

- Understand and Comply with all applicable statutory and contractual provisions;
- Maintain consistent, contract-compliant pricing;
- Comply with any security requirements;
- Follow proper protocols, including obtaining customer approval, prior to making any substitutions or deviations from the original contract requirements and specifications;
- Engage directly, honestly and truthfully in our discussions with agency representatives and government employees

In addition to a flexible contract, contract participants will enjoy the advantages of a dynamic pricing structure. As CDW•G employs a vendor-neutral approach to IT solutions, we leverage that method to deliver better pricing to our customers. Because of our size and reputation in the IT marketplace, we have the ability to deliver volume discounts, exclusive pricing, and special promotions unavailable with other IT solution providers.

## National Services Presence

We have over 30 offices around the United States. Meeting contract participants where they are is really important to us: We want to understand our customers' needs, their environment, the particularities that make contract participants the unique customers they are. Understanding what drives purchasing decisions helps us provide more tailored solutions. We have a national network of service providers, all trained in the latest approaches, methodologies, and solutions, consistently carrying the highest level of OEM certifications. This means that when contract participants need us to come into their environments and provide guidance, they can be sure that they're receiving guidance from seasoned experts with years of experience in solution deployment.

Our Services model offers customers an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency and resources of a multinational provider. We have 30-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of contract participants. In addition to our local branches, we have over 1,100 services professionals and a network of trusted service and solutions partners. In fact, because of our national scale, CDW•G is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

## Logistics

One of the many benefits of our proposed solution is how we work with you to deliver your IT purchases. From order placement to delivery, how we bring you your purchases is almost as important to us as what you buy. Making the purchasing and delivery process easier and time-efficient, we work hard to guarantee that you receive the most cost-effective purchasing options available. Your account center will enable you to:

- Connect with your dedicated account manager and team of specialists;
- Create and retrieve quotes and collaborate with your account manager;
- Promote IT standards;
- Track orders and shipments;
- Manage purchases and payments;
- Set shipping and billing preferences and manage contact information

Factor in our two strategically-located distribution centers that hold \$220M of inventory, on average, you can be sure that we have what you need when you need it, and have the ability to get it to you quickly. We maintain both a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. The combined square footage of our distribution centers is three times greater than most of our competition. These locations facilitate quick distribution of products to our growing customer base throughout the country

## Breadth of Coverage

CDW•G has over 840 Account Manager and 65 Field Representatives forming account teams across five verticals: Higher Education, K12 Education, Healthcare, Federal Government, and State & Local Government. In addition, our account teams are organized geographically: North, South, East, and West which facilitates their ability to be uniquely aware of the local landscape, identifying key partnerships and common local practices for contracting. These account teams are supported by technology specialists and segment technologists who can go deep into particular solution sets with our customers. No other national provider can claim the size and depth of knowledge of our highly skilled account teams, it is a particular point of pride for CDW•G. Wherever our customers are located, CDW•G invests heavily in our sales teams' ability to meet our customers' needs.

## Summary

The City of Mesa can be confident that by partnering with CDW•G for the National IPA contract, we will be able to meet your needs and deliver the best value for contract participants. Evidenced by our successful ten year relationship with the City of Tucson, Mesa can expect the same level of local attention from a national IT solution provider. We stand ready to bring you a contract that will be tailored to your requirements and considerate of what's important to you. At every stage of the lifecycle of your contract, your dedicated team of Account Managers, Program Managers, and Service providers is prepared to advise you and work with you to guarantee your total satisfaction; ensuring our commitment to you is consistently met. We are pleased to offer you the following proposal and look forward to being your trusted partner for years to come.

## Tab 2

### Program Description and Method of Approach

1. Provide a response to the national program.
  - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

CDW•G Response:

#### A. Method of Approach

#### Response to National IPA Cooperative Contract

1. Provide a response to the national program.
- A. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

### 3.1 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

#### 3.2 Company

- A. Brief history and description of your company.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more

than 100,000 name-brand technology products from over 1,100 leading IT manufacturers.

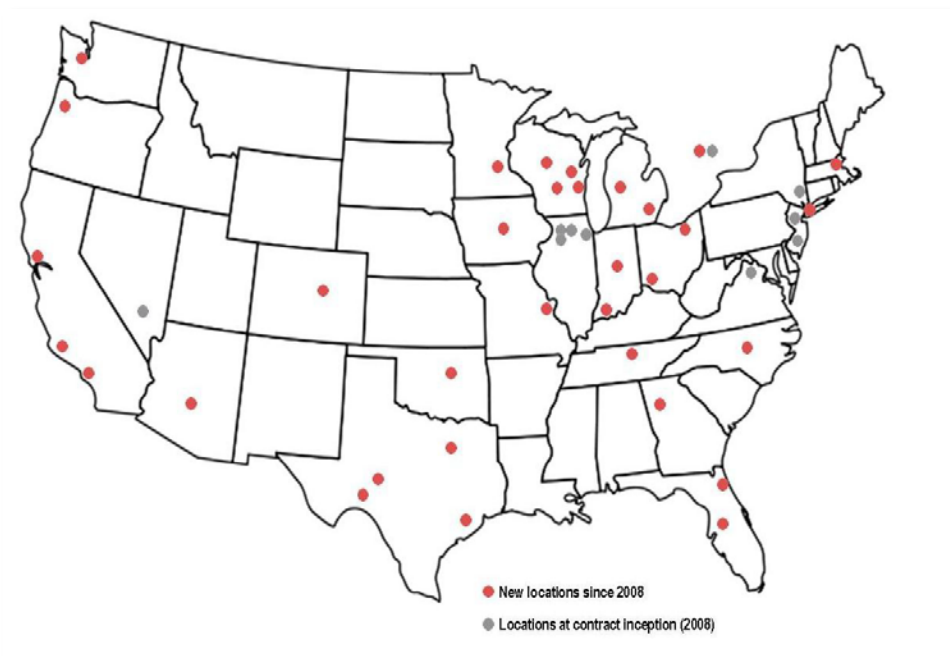
CDW•G delivers more than just product; we also deliver IT solutions. We offer a full range of technology services including: cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to: Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

B. Total number and location of sales persons employed by your company.

CDW•G currently employs more than 1,456 coworkers, part of our larger organization of 8,800 employees nationwide and in Canada, with over 30 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

C. Number and location of support centers (if applicable)

When CDW•G was awarded a similar contract with National IPA's involvement in 2008, we had offices in five states and Canada. We have drastically expanded our location portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have over 30 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, CDW•G's growth, and our growth on the contract as well. CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. The growth rates of National IPA



exceed the standard rate for CDW•G, demonstrating our results to both grow organically and promote the contract within our existing client base.

Explosive Sales Growth						
Year	Annual Revenues			YOY Growth		
	National IPA (\$ Millions)	CDW•G (\$ Billions)	CDW (\$ Billions)	National IPA	CDW•G	CDW
2013	\$113	\$4.2	\$10.8			
2014	\$160.1	\$4.9	\$12.1	41.5%	16.7%	25.0%
2015	\$253.7	\$5.1	\$13.0	58.5%	4.1%	7.4%
2016	\$390	\$5.6	\$14.0	53.7%	9.8%	7.7%

E. Submit your FEIN and Dun & Bradstreet report.

CDW•G FEIN: 36-4230110

Dun & Bradstreet numbers:

CDW Corporation                      107627952  
CDW Government LLC              026157235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

### 3.3 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

We offer more than 100,000 brand-name products from over 1,100 leading manufacturers. We carry over \$200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities

CDW•G keeps a large breadth of products and fresh inventory on hand, in order to provide contract members with new technology as it becomes available. We constantly monitor trends within the IT industry to ensure that we offer our customers the latest technology and the most optimal solutions. Our inventory management system enables our purchasing department to excel at maintaining a one- to four-week supply of products in our distribution centers. Our inventory turns over 24-26 times per year.

The distribution centers' automated system scans bar-code labels on each product, pick list, and shipping label, resulting in increased delivery speed and accuracy. Some of smaller items require coworker assembly; "Ready Ship" products (items that ship in their original carton) move through the system even faster. Once the order shipment is ready for loading, a final scan determines the correct truck and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds.



CDW•G's strategic relationships with industry leading original equipment manufacturer (OEM) technology partners, such as HP, Cisco, Lenovo, and Apple, means that we not only have access to steep product discounts, but also greater access to the products and a more efficient procurement processes.

We receive notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. When

CDW•G receives notification of an upcoming stock outage, we utilize our distribution centers' large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.



- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx. Both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. Each distribution center serves as backup for the other. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors: Synnex, Tech Data, and Ingram Micro. Our OEM partners send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

- D. State any return and restocking policy and fees, if applicable, associated with returns. CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 7, Appendix of this response. Customers may also obtain

additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, [returns@cdw.com](mailto:returns@cdw.com).

## 3.4 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - I. Executive leadership endorsement and sponsorship of the award as the public sector go-to- market strategy within first 10 days

**Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.**

Part of CDW•G's commitment to our customer base is constantly seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. We bring senior leaders from across our public-sector management team together with National IPA 2-3 times per year to review contract initiatives and customer feedback.

Our ongoing efforts with National IPA in seven specific target accounts highlights this unique and longstanding collaboration. We meet monthly to review the current state of business and execution of each account's growth strategy. In 2017, we have already seen success in Los Angeles World Airports and the City of Kansas City. The combined teams will continue to drive contract adoption amongst non-participating agencies.

CDW•G's leadership team is securely behind the growth and strategy of this program – both to the benefit of the City of Mesa and also across the nation. Key members of the leadership team include:

**David Hutchins**, CDW•G's VP of Education Sales, is an executive sponsor of the City's contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



**Robert F. Kirby**, CDW•G's VP of Federal and State & Local Sales, is an executive sponsor for this contract. He will ensure that sales teams work towards the success of the contract and consistently works with manufacturer partners to allow CDW•G to bring contract participants further benefits through targeted solution campaigns, like our public safety initiative.

**Tara Barbieri**, CDW•G's Director of Capture, is also an executive sponsor for the contract. She has endorsed and sponsored this contract since the inception in 2008, and shall continue this role upon award. In her position, she is dedicated exclusively to our company's contractual sales, and leads



with the knowledge and experience in cooperative purchasing contracts. Internally, she has promoted this contract to CDW's President Tom Richards and, externally, to HPE's Meg Whitman. This is to say that for over ten years, she has worked tirelessly to champion this contract and has been integral to growing this contract into what it is today.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory use requirements within individual states. We cannot agree to market the City's contract as our *primary public sector go-to-market strategy*; however, we have included an appropriate marketing plan and pledge to continue focusing on the contract's success and awareness. We believe this pledge should not be viewed lightly, as with our support, this contract's volume has surpassed the \$350M mark as of last year in yearly sales. We understand through competitive research that our competitors rarely take issue with similar requests for commitments; yet we can easily find evidence that they too hold plenty of public contracts.

Dell	Zones	WWT	Connection	Carahsoft
National Cooperative Purchasing Alliance (NCPA)	National Joint Powers Alliance (NJPA)	California CMAS	Texas DIR	US Communities
NASPO Value Point (NVP)	Texas DIR	State of MO PC Prime Vendor Contract	Massachusetts ITC47	National Cooperative Purchasing Alliance (NCPA)
Midwestern Higher Ed Compact (MHEC)	California CMAS	Ohio Hardware, Software & Services	National Cooperative Purchasing Alliance	PEPPM
Texas Dept of Information Resources	PEPPM	Texas DIR	TIPS/TAPS	MiCTA
Massachusetts ITC47	National Cooperative Purchasing Alliance	Massachusetts ITC47	Public Sourcing Solutions (PSS)	Massachusetts Higher Ed Consortium

CDW•G takes our partner commitments very seriously and Mesa is our partner in delivering on the accompanying National IPA Agreement. In the first ten days post-award, our CDW•G Program Management team will provide a company-wide contract award announcement, as well as develop a contract training program for all SLED Account Managers to attend. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we are able to launch contracts to the CDW•G teams with the most powerful and applicable details to make the new National IPA agreement more successful than the one currently in place

- II. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within

first 90 days

Our Public Sector Account Managers are actively marketing the current contract to their customers and are very familiar with the structure of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract. A 'refresh' training to enhance understanding of the new National Program, its updates and nuances with City of Mesa as lead agency will be conducted within the first 30 days post award.

Familiarizing a completely new management team and educating a new group of Account Managers to a new contract is unnecessary with CDW•G. Other vendors, even after training, are likely to experience a significant period of growing pains, acclimating their sales staff to the offering. This ramp-up time will certainly have an impact on contract sales. This is often the case with new contracts, as National IPA and the City are aware. The current contract saw success atypical of most, quickly achieving \$4 million dollars in purchases within the first four months from inception. We believe this success was due in large part to CDW•G's experience in managing contracts and National IPA's commitment to sound marketing strategies. The contract is now supporting almost **fifty-eight times** its 2009 purchases (the first full year of the contract). We believe that CDW•G is uniquely qualified to deliver growth over \$400 million in 2018.

All aspects of transitioning to the new contract will be seamless. The City and National IPA do not have to worry about member confusion or orders lost during training and setup time. Business will continue to flourish and training time will be used as a refresher, providing contract updates and focusing on strategies to increase business.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - I. Creation and distribution of a co-branded press release to trade publications within first 10 days

CDW•G's Marketing contact will work with National IPA to create and distribute this announcement at the transition of the new award.

- II. Announcement, contract details and contact information published on the company website within first 30 days

CDW•G can reload the new contract pricing structure within a matter of minutes and will have our website operation on the 1<sup>st</sup> day of the new contract. CDW•G will be able to seamlessly transition all agencies buying off of our current National Cooperative contract to the new contract, upon contract launch.

- III. Design, publication and distribution of co-branded marketing materials within first 90 days

CDW•G already has much of this material. We are poised to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with National IPA to discuss a refreshed approach and specific goals/targets for the new contract. CDW•G is eager to share our current marketing processes for the contract, including our attendance at the National IPA Regional Summit, aimed at increasing contract awareness; our Sales Wiki site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

We also look forward to talking about our ideas to gain a better contract understanding, with an increased focus in the K12 sector and our top OEM partners.

## Announcements and events

Catch up on current CDW•G happenings.


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### IT needs on one agreement - CDW•G and National IPA

CDW•G is pleased to be awarded by the City of Tucson, AZ, through public competitive solicitation, a cooperative purchasing contract for Information Technology Solutions (contract # 083052). This agreement features a comprehensive range of technology solutions and is available to public agencies nationwide via National Intergovernmental Purchasing Alliance (National IPA).

To simplify the purchasing process, CDW•G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. Through National IPA, find discounts in software, software licensing and maintenance, hardware and peripherals, and more. From CDW•G, receive unmatched levels of service, advice and support from expert teams.

We encourage you to visit the Information Technology Solutions Agreement online at [CDWG.com/nationalipasolutions](http://CDWG.com/nationalipasolutions) for a complete list of products and services available. Search by keyword or browse by product category, and use the resource links to access National IPA websites.

**Contract #083052**


- IV. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier- specific trade shows, conferences and meetings throughout the term of the Master Agreement

In 2018, CDW•G's schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2018, we are already committed to attend NASPO, and the National IPA Partner Summit.

We are willing to continue to share our best practices with other non- competing National IPA vendors. Sales Manager Pat O'Brien has agreed to share some of these practices with other National IPA vendors at the Partner Summit, helping increase the success of all National IPA's contracts.

- V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

CDW•G has enjoyed participating in the NIGP Annual Forum and will continue to do so. We believe in the theme "Building Together" and look forward to sharing our best practices with other National IPA vendors.

- VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

- VII. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

CDW•G continues to market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with National IPA to develop our marketing strategies even further.

- VIII. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

CDW•G exceeds this requirement, as our current National IPA Premium Page, [www.cdwg.com/nationalipasolutions](http://www.cdwg.com/nationalipasolutions) presently includes these elements. The page includes the National IPA logo and a description of the contract, with multiple direct links to National IPA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers.

We have a toll-free number and address for National IPA members, and feature a dedicated Account Team included on the website, which highlights when they are available for customers. In conjunction with National IPA, we will continue to develop this site, increasing functionalities and promotion of the contract.



## National IPA Information Technology Solutions Agreement



Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovernmental Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #130733) is a result of a competitively bid solicitation by the City of Tucson and awarded to CDW-G.

This agreement offers discounts in software, software licensing & maintenance, hardware and peripherals. Agencies may become participants of National IPA via their website at [www.nationalipa.org](http://www.nationalipa.org) National IPA is a cooperative purchasing program offered to public agencies and agencies for public benefit. It is an optional program with no minimum purchase requirements and no fees.

## FEATURED PRODUCTS



Samsung Chromebook  
XE303C12 - 11.6"

Exynos 5.17 GHz - Chrome OS - 2 GB RAM - 16 GB SSD - 11.6" 1366 x 768 (HD) - silver

Add to Cart



Lenovo ThinkCentre M72e  
4004 - Core i3 3220T 2.8 GHz - 4 GB - 500 GB

SAVE NOW: Save \$15 by buying Office and Windows 8 Device - Tiny desktop - 1x Core i3 3220T / 2.8 GHz - RAM 4 GB - HDD 500

Add to Cart



HP SB EliteDisplay E2211 21.5" LED-backlit LCD - Black

LED monitor - 21.5" (21.5" viewable) - 1920 x 1080 - AH-IPS - 250 cd/m2 - 1000:1 - 8 ms - DVI-D, VGA, DisplayPort - black -

Add to Cart



HP ProBook 4540s - 15.6" - Core i5 3230M - Windows 7 Pro 64-bit / 8 Pro dow

Core i5 3230M / 2.6 GHz - Windows 7 Pro 64-bit / 8 Pro downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB

Add to Cart



Cisco Aironet 3702i Controller-based - wireless access point

Wireless access point - 802.11a/b/g/n/ac - Dual Band

Add to Cart



HP Officejet 100 Mobile Printer Pro 64-bit / 8 Pro dow

Printer - color - ink-jet - Legal - 600 dpi - up to 22 ppm (mono) / up to 18 ppm (color) - capacity: 50 sheets - USB, Bluetooth, USB

Add to Cart

## CONTRACTS

Search within your contracts:

Search

Cables (26685)  
Computer Accessories (14215)  
Computers (31453)  
Data Storage Products (20397)  
Electronics (5702)  
Memory (3740)  
Monitors & Projectors (8622)  
Networking Products (27928)

Office Equipment & Supplies (9148)  
Phones & Video Conferencing (6559)  
Power, Cooling & Racks (13881)  
Printers, Scanners & Print Supplies (19572)  
Servers & Server Management (6961)  
Services (82416)  
Software (216798)

## Links Of Interest

- [National IPA Home Page](#)
- [Participate in National IPA](#)
- [Contract Documents](#)
- [Marketing Material](#)

## Contacts



Sydney Donahue  
Account Manager  
Phone: 877-705-4975



Pat O'Brien  
Sales Manager  
Phone: 877-898-2997



Jumana Dihi  
Program Manager  
Phone: 312-547-9437

- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current

cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As the City and National IPA are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and National Joint Powers Alliance (NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as “most favored customer” and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of participating agreements. Some of these customers include the City of New York, City of Phoenix, City of Atlanta, University of Colorado, and DeKalb County. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National IPA has several CDW•G logos at their disposal under our general guidelines for intended use, they are included here for ease of evaluation.

## Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
  2. You may not incorporate the logo(s) into any other logo or design.
  3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
  4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
  5. No other logo or design element should appear within 0.5 inches of the CDW logo.
  6. You may not frame or alter the CDW website in any way.
  7. At CDW's direction, you will immediately remove the logo(s).
  8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
  9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- I. Master Agreement was competitively solicited by a Principal Procurement Agency



- II. Best government pricing
- III. No cost to participate
- IV. Non-exclusive contract

We are happy to update our current National IPA flyer with the new contract information. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include mutually agreeable message that best represents the value of the contract.



**NATIONAL IPA™**

EXPERIENCED \* FOCUSED \* TRUSTED

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**CDW•G is YOUR Solution for Modern-Day Classrooms!**

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**CDW•G Is Committed To Texas K-12 Education**

Today's modern-day classrooms are using technologies such as mobile devices, interactive technology and engaging learning spaces to make teaching and learning more effective. CDW•G understands K-12 education and will help you discover the solutions that can help improve learning outcomes, while keeping your classrooms connected and networks secure.

CDW•G offers multiple solution sets to meet your classrooms every need. Below are some of the key suppliers that CDW•G partners with.



**Platform Solution Set**







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**Devices Solution Set**





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**Networking Solution Set**





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**Audio Visual Solution Set**





**National IPA and CDW•G are here to help.**

CDW•G has a team committed to Texas K-12 education. This team is experienced in working with Texas school districts of all sizes and can help meet your technology needs while offering a competitively awarded agreement compliant with state procurement regulations.

CDW•G contracts available through National IPA have been competitively solicited and publicly awarded by Region 4 Education Service Center and City of Tucson, AZ. Click [HERE](#) for more information about both of these amazing contracts.

For additional information about National IPA in Texas click [HERE](#)

For more information on CDW•G click [HERE](#)

**2. Provide a description of the product lines that can be provided by your firm.**

**CDW•G Response:** CDW•G is offering our entire catalogue, including our complete portfolio of product offerings which includes over 100,000+ products from more than 1,100 vendors. We also offer a full suite of professional services to users of this contract. Given the landscape of the IT industry and its rapid changes, we have defined these categories broadly to easily facilitate adding new technologies and services to the resulting Agreement over the contract period. We intend to be your go-to supplier for all of your IT solution needs; so, whatever your need may be, you can be sure we have the solution that works for you. We are the largest, direct reseller in the US for many of our OEM partners which include: Adobe, Cisco, HP, Lenovo, and Panasonic. Based on the strength of our success and our product portfolio, we are able to offer our customers the newest technologies, more robust discounts, and OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings. Our product line cards, organized by product category and manufacturer, follows this page.

### **3. Provide a description of the services that can be provided by your firm.**

**CDW•G Response:** Our services portfolio that we bring to our customers encompasses a wide array of both standard and specialized services. With over 1,600 highly trained and certified engineers in 30 locations nationwide, we offer the City of Mesa and National IPA contract participants the most optimal services in the IT industry. Below is a sampling of the services we provide to our customers:

**Cloud Computing:** We know how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex, highly customizable service. Our internal cloud campaign is educating our Account Managers on how to assist our customers in determining the best-valued cloud option for their needs, while our

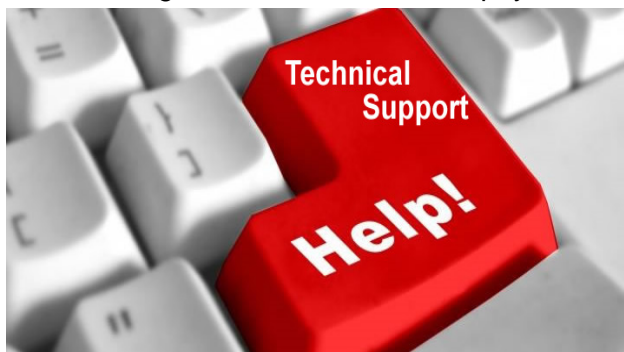


technicians continue training to master the solution, and working with our manufacturer partners to expand our portfolio. Our Cloud offerings do require an additional Cloud Services form, but your Account Manager will walk you through the process.

CDW•G offers a cafeteria-style set of cloud solutions. Our portfolio includes public, private, community, and hybrid deployment options. Our broad cloud offering currently includes over thirty different manufacturers, and we continue investigating other manufacturer solutions to add to this portfolio. Our cloud computing solutions; Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS), cater to the specific needs of the span of our entire customer makeup

**Consulting and Analysis:** Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions.

CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.



**Technical Support:** CDW•G's Staff Augmentation services offering includes assisting customers with onsite help desk and technical support services. This service provides skilled, temporary staffing to assist with IT challenges

**Trade-Ins:** CDW•G coordinates with our manufacturer partners to provide trade-in services to our customers.

**Repair:** In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:



- |           |          |               |
|-----------|----------|---------------|
| ○ Acer    | ○ HP     | ○ Service Net |
| ○ Apple   | ○ IBM    | ○ Sony        |
| ○ Fujitsu | ○ Lenovo | ○ Toshiba     |

*Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.*

**Design:** Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

**Configuration/System Configurations:** While onsite configuration services are available, CDW•G often recommends our in-house configuration services. CDW•G builds preconfigured technology solutions in our two ISO 2008-certified configuration centers, so they arrive at their correct location(s) ready to plug and play. We have a 25,000-square-foot configuration center in our North Las Vegas distribution center and a 24,000-square-foot configuration center in our Vernon Hills, IL distribution center, including an 8,000-square-foot enclosed area for enterprise configurations. To complement this space, CDW•G has more than 150 configuration technicians, providing a spectrum of customized configuration services.



CDW•G's configuration services include:

- Hardware and software installation and configuration
- Customized imaging
- Asset tagging, custom labeling, and laser etching
- Router/switch configuration
- Server rack configuration

**Implementation:** Our national footprint is expansive, with over 600 engineers on staff in more than 26 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

**Training:** CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focus on designing bullet-proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

**Maintenance:** CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post-warranty support
- Accidental damage protection
- Maintenance contract agreements (coterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification
- Help desk services

**Hardware and Software Installation:** Our installation services encompass the following solutions. Installation services can include installing and deploying new systems; moving existing equipment; assessing systems and testing installed equipment; and advanced IT support. We also offer staging options, should a customer need to complete their installation in numerous rollouts.

- Client Computing Installation
- Data Center Installation
- Network Installation
- Security Installation
- Microsoft Configuration and Installation
- Microsoft Accelerators
- Visual Solutions Installation

**System Testing:** All of CDW•G's service projects incorporate testing every aspect of the final solution, ensuring all acceptance criteria is met.



**Upgrades:** Many products offer a variety of system upgrades. Our dedicated Account Managers work with their customers to explain the benefits of each upgrade, and help determine if these upgrades would be a wise purchase for the customer's needs. The Account Manager then collaborates with CDW•G dedicated manufacturer partner specialists to incorporate the upgrades into the final product build. Additionally, CDW•G performs a number of upgrades, such as asset tagging and laser etching, in house in our configuration center.

**Imaging:** In addition to our configuration services, CDW•G performs imaging services in house in our configuration centers as well. Our A+ certified imaging technicians routinely image the following products:

- Laptops
- Desktops
- Workstations
- Flash Drives
- Servers
- Hard drives
- Apple products, including iPods and iPads

Customers can provide their own image or CDW•G can create one for them. As with all services completed in our configuration centers, each piece of equipment goes through a comprehensive quality assurance check prior to shipping to ensure the unit is function properly. CDW•G also stores images on our secure server, completely isolated from other networks, and only accessible to a few authorized individuals. Many times customers choose to have us store their images as it allows CDW•G to load custom configured images quickly on their machines.

- 4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transaction is between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**5. Describe how your firm proposes to distribute the products/services nationwide.**

**CDW•G Response:** We have access to more than 100,000 top brand-name products from more than 1,000 manufacturers. We carry over \$220 million in inventory, and ship most in-stock products the same day they are ordered. Because of our distribution centers are strategically located in Vernon Hills, IL and Las Vegas, NV; we have the capability to deliver a wide array of shipping options that best fit your needs.

Because of our position as one of the largest direct resellers in the U.S., we work closely with all of the major shipping companies to ensure you receive your orders on time. We work with UPS, FedEx, CEVA, UPS Freights, Dynamex, and Veterans Messenger service to get you what you need, when you need it. We offer overnight, same day, 2 day, 3 day, and ground shipping options to best meet your needs. On average, we ship up to



54,000 boxes per day and contract purchasers receive a shipment from CDW•G in just **3-5 days**, far surpassing our competitor's capabilities.

Our two distribution centers have a combined square footage of almost a million square feet. Every stage of our distribution process is automated, with our custom-designed sorting systems, built to optimize the shipping process. Packed boxes are sorted and weighed onto the conveyor system. Combined, our distribution centers have almost twelve miles of conveyor belts that feed the sorting system. The barcode scanner reads the shipping label and the packed box's correct loading dock is determined. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds. When your package reaches the correct shipping portal, the sorting system drops your package down a chute that brings your order to the door dock to be loaded onto the correct carrier's truck and then your package is on its way for delivery.

The benefits of our automated distribution systems are that the City of Mesa will receive the right products, configured to your specifications and ready to use out of the box, and delivered on time

**6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.**

**CDW•G Response:** CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. CDW•G processes all purchase orders. If our customers have customized agreement that



include a Tier 1 diversity requirement, we work with diverse supplier partners local to customers, to deliver your products and your orders on time.

**Distribution Partners.** Our Distribution Partner Network includes over 130 different suppliers, meaning we can provide any product National IPA members would need. Like our OEM partners, we're the largest partner for many of our Distributors. And like our manufacturer partner relationships, this results in direct benefits for CDW•G and our customers. Most send us EDI downloads or real time information on their available inventory, resulting in access to products usually in as little as a day. As another example, we are a top Ingram Micro partner and hold Elite Partner status. This partnership provides a customized and exclusive support resource to our Account Teams and customers, among other benefits. The CDW dedicated priority phone queue has an average wait time of less than two minutes.



We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

**Shipping Partners.** We have a number of shipping partners to provide our customers their products, fast. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting our logistics operation, ensuring efficient processing and movement of customer orders. This helps us keep our carrier goal of 99.04%, beating the industry standard of 98%. Some additional benefits of our UPS partnership includes a customized Loss Prevention Program to ensure integrity of customer packages; a collaborative tracking program with our customer relations department; and IT automation between

All contract management functions will continue to be handled by Mark Ellis and his Program Management team. When any of our partners are involved, CDW•G manages the relationship and liability involved. We do ask customers to mutually agree to and sign Statements of Work for all service engagements through CDW•G. This is to ensure we keep Members apprised of the responsibilities, timelines, and progress of the project.

In instances where customers would like to integrate their e-Pro applications with our own, CDW•G will provide the integration assistance; however, the relationship the member has

with their e-Pro application vendor is their own, any applicable vendor fees resulting from the integration will be the responsibility of the member

- 7. Provide the number, size, and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:**
- a. How many orders are processed daily on an average**
  - b. How many devices does your facility configure daily on an average**
  - c. What is the highest number of orders processed in a single day**
  - d. What is the highest number of devices configured in a single day from the facilities described**

**CDW•G Response A:** Our two distribution centers process an average of 54,000 units per day.

**CDW•G Response B:** Our configuration staff, which includes 200+ Technicians, Engineers, Management, and Support Staff, complete an average of 7,000 custom configurations per day.

**CDW•G Response C:** At peak times, our two distribution centers process a combined average of 135,000 units per day.

**CDW•G Response D:** During seasonal spikes, our configuration staff configures almost 12,000 devices per day.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves as backup for the other. They receive inventory valued at about \$21.0 million per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.



CDW•G's Configuration Centers, also located in Vernon Hills and Las Vegas, maintain a combined square footage of over 100,000 feet.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

**8. State any return and restocking policy, and any fees, if applicable associated with returns.**

**CDW•G Response:** CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. Please see Tab 7 “Appendix” for our full return policy.

**9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?**

**CDW•G Response:** CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers or, if you prefer an electronic invoice, you can request that invoices be sent via PDF instead. We send the PDF the same day that the system generates the invoice. When a product is drop-shipped from a vendor, CDW•G invoices the customer once we receive the invoice from the vendor. As an added convenience, you can also print copies of original invoices via your CDW•G Extranet. Our standard invoices include the information listed below.

- |                                     |   |
|-------------------------------------|---|
| • CDW•G remit to address            | • CDW•G part number   |
| • Invoice date                      | • Description of product  |
| • Invoice number                    | • Quantity ordered/shipped  |
| • PO number affiliated with invoice | • Unit price (based off of pricing structure agreed to in the contract) |
| • Payment due date                  | • Extended price  |
| • Order date                        | • Ship to address   |
| • Shipping method                   |   |

All of the information pertaining to the customer’s specific requirements are included on the invoice as well. CDW•G supports many EDI formats and can customize invoices to reflect customers’ required data fields. For more information regarding our EDI capabilities, we encourage the City to visit [www.cdwg.com/edi](http://www.cdwg.com/edi).

**10. Describe your delivery commitment:**  
**a. What is your fill rate guarantee?**

**CDW•G Response:** CDW•G’s same-day fill rate is between 97-99% for credit-approved orders and in-stock product, depending on the complexity of the order and this is our best effort and therefore, not a guarantee. Should an item be out of stock, it typically takes 2-10 days, after receipt of order, to receive the product (subject to availability). We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution center’s large capacity for volume purchases, keeping stock on hand for our customer’s present and future needs.

**b. What are your delivery days?**

**CDW•G Response:** CDW•G's standard delivery is M-F excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on need to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

**c. Do you offer next day delivery?**

**CDW•G Response:** Yes, CDW•G can ship same day, overnight, 2nd day, 3rd day, and ground. An expedited freight charge may be added for this service.

**d. How do you facilitate emergency orders?**

**CDW•G Response:** Whenever a contract member's order requires expediting, CDW•G treats it with priority. We direct all customers to contact their dedicated Account Manager if an emergency situation arises. They focus on placing the order and arranging for expedited delivery. Due to our very large inventory at our two distribution centers, we usually have the products in stock and available for immediate shipping. Our vast distribution capabilities means that we can draw from our OEM partners to ensure that, if we do not have your item in stock, we can still procure and deliver your order.

**e. Are shipping charges exempt for ALL who use this contract?**

**CDW•G Response:** Prices include lowest ground freight for shipments/packages less than 70 pounds within the 48 contiguous United States when referencing this Agreement. All orders are subject to Seller's standard shipping policies in effect at the time of order placement. In those instances that are larger than 70 pounds or call for express or overnight delivery, shipping costs will be pre-paid by Seller and added to the customer invoice. There is no additional fee assessed for smaller orders, unlike some of our competitors.

Since inception of this contract, we have become authorized for increasingly complex technologies, including large storage arrays where freight costs must be considered in the overall quote to the customer. In separating shipping costs for heavier items, it removes the need to consider the costs in the entire category discount, and allows us to provide customers deeper discounts for all products that fall within the category

**f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.**

**CDW•G Response:** CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customers may also reach out to Customer Relations directly.

If a wrong product is ordered, the customer's dedicated CDW•G Account Manager will work with the customer to determine the best solution to resolve the issue. For any products returned, whether defective or incorrect item, CDW•G requires customers to provide a Return Merchandise Authorization (RMA) number before shipping back any product. This process allows us to expedite the process and helps ensure the proper action or credit,

upon processing. Customers can get the RMA request form from their Account Manager, online via their CDW•G Extranet Account, or by contacting Customer Relations.

CDW•G tracks the reason for all returns, allowing us to make appropriate changes, as necessary. For example, a high volume of returns damaged in shipment would lead us to audit the carrier and review product packaging. CDW•G also monitors how quickly and efficiently the Customer Relations staff handles RMA requests, aiming to respond to requests within 24 hours or less.

**11. Describe the types of customer service available to agencies that use this contract:**

**CDW•G Response:** Your Account Manager stands ready to assist you in any type of query you may have and is available, during business hours and beyond, to assist you and your customer service needs. Their sole goal is to ensure your complete satisfaction. If you experience any type of technical issue, your Account Manager will facilitate a timely resolution.

In the event that your Account Manager is unavailable, CDW•G's customer service team is well-equipped to help you resolve your problem. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.



We offer our customers Sales Support, Technical Support, and Website Support. All of our customer support options can be accessed via phone, fax, email or chat. For all of our support options and hours of operation, please visit: <https://www.cdw.com/content/contact-us/support.aspx>.

**a. Is online support available?**

**CDW•G Response:** Yes, CDW•G's online technical and customer support services include live chat and E-support, and remote support.

**Live chat and E-support**

To supplement our industry leading toll-free technical support, we provide access to online live chat, accessible through the customer's Extranet site. We staff this support by our



trained technicians from 6am to 5pm MST. This site also provides support case management.

### Remote Login

Our technicians have access to LogMeIn, a remote login utility, which allows them to connect to the end users computer for more in-depth troubleshooting and quicker resolution.

#### **b. Is phone support available?**

**CDW•G Response:** Customers can use our toll free phone number 800.383.4239, Monday – Friday from 6 am – 6 pm MST, to reach our dedicated technical support team.

#### **c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?**

**CDW•G Response:** With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Irrespective of the size of your order or what your needs might be, every CDW•G customer receives a dedicated Account Manager who will see to ensuring your satisfaction. Account Managers are assigned to customers based on a specific segment (State and Local government, Higher Education, K12, etc.), as well as a specific region in the country.

CDW•G Account Managers attend onboarding training, known as the “Account Manager Academy,” for three months before they begin interacting with customers on their own. This training program focuses on sales consulting, product training, operational systems, and customer service. This process is much longer than industry standard practices, providing a higher level of support that our customers are quick to notice. Our Account



Managers also participate in the Sales Residency Program which delivers another layer of customer-focused training to your Account Manager.

On average, our customer relationship is 11.1 years which means our Account Managers dedicate their time to getting to know our customers and what drives their purchasing decisions. This means that our customers, particularly in the public sector, choose to work with us, year after year. This is a testament to our dedication to our customers' satisfaction.

Account managers focus on learning their customers' processes, requirements, needs, and challenges. For larger, enterprise class accounts, there are multiple Account Managers assigned to those accounts. These teams work as a team to make sure you receive the highest level of customer service. This allows them to provide expertly the following services to agencies:

- Registration assistance to participate in National IPA
- Contacting customers and notifying them of the benefits of the contract
- Pre-sales consultation, including providing product and system compatibility information
- Providing industry - specific insight on technology solutions
- Acting as a quality control check by reviewing and approving all quote requests
- Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options
- Coordinating any special delivery requests, including emergency orders
- Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- Keeping updated and available to assist in developing a service solution
- Facilitating communication between the customer and National IPA, as needed

CDW•G ensures Account Managers are supported by a network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

<b>Sales Manager</b>	Sales Managers lead a team of Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. They visit customer site(s) for business planning and discussions of future projects, as needed. They also assist Account Managers with expedited orders and problem remediation.
<b>Business Development Manager</b>	Our public sector also has Business Development Managers who focus on aligning with our customers. Their main role is to work with customers' procurement teams to review current contracts, align with strategic initiatives that the procurement team is looking to roll out, act as project manager for B2B integrations and a main point of contact to help resolve issues.
<b>Field Account Executive</b>	Field Account Executives ("FAE") work in tandem with Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. Each FAE is dedicated to a specific region and industry, and provide onsite visits to customers in communities across the country. Their site visits include business reviews and other meetings, as needed. FAEs also work with System Engineers to provide onsite road mapping, project development, and technical expertise.
<b>Solution Architects</b>	Customers also have dedicated Solution Architects (SA) for each of their service solution needs. Solution Architects are dedicated to specific Account Teams and are the expert in supporting our customers with the appropriate service resources and tools including deployment technicians, project management and implementation engineers. The Solution Architect works closely with CDW•G customers to accurately

	scope project requirements, making certain we provide the specific skills, proper staff and solution needed to fully service the customer. Upon agreement to move forward with the service offering, the Solution Architect hands off the service delivery to the customer's dedicated CDW•G Project Coordinator and/or Project Manager to ensure successful execution.
<b>OEM Specific Resources</b>	Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.
<b>Program Manager</b>	Program Managers launch and manage contracts once awarded. They are a valuable resource to Account Managers, training Account Managers in the contracts scope and guidelines, provide contract information and updates, and assist with Extranet/Premium page issues.

**d. How are problems resolved?**

**CDW•G Response:** CDW•G Account Managers assist their customers in resolving any issues and is the primary point of contact for problem resolution. Your Account Manager has extensive relationships with our OEM partners and have internal processes to escalate your problem to the appropriate resource with our partners. Your Account Manager, being your primary point of contact, will address or route to his support team issues regarding:

- Customer service requests
- Quote and order issues
- Billing problems

If your Account Manager is unavailable to assist you, he/she will escalate your issue to their Sales Manager. If for any reason their Sales Manager is unable to resolve the issue, they will escalate the problem to their Director or the segment Vice President, if needed.

You may contact CDW•G's Customer Relations department at either 866-782-4239 or [CustomerRelations@web.cdw.com](mailto:CustomerRelations@web.cdw.com). A representative will be assigned to your case, based on their skills and expertise, who will then engage the resources necessary to resolve your issue. CDW•G tries to resolve all issues within 24 hours.

If a problem is in regards to an Account Manager, we encourage customers to contact the Account Managers Sales Manager.

**e. What are the location and hours of your call centers?**

**CDW•G Response:** We have call





centers in North Las Vegas, NV; Vernon Hills, IL; Phoenix, AZ; Shelton, CT; Tampa, FL; Reston, VA; and Eatontown, NJ. Their hours of operation are 6am-8pm MST.

We strive to make it easy for our customers to get in touch with us. From your dedicated Account Manager to our customer service team, we have multiple options available to our customers to address your needs. CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. Our customer service team assists customers to ensure the product is working as the manufacturer intended and work with them in case of any issue. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first

**f. What response time is guaranteed when a customer service request is made?**

**CDW•G Response:** Response depends on the seriousness of the request made but typically CDW•G makes every effort to respond to all Customer Service Requests (CSRs) within 24 hours. CDW•G understands some requests are more urgent than others, and utilizes a detailed incident management process for critical systems. Severity level dictates the response time of this practice and employed for issues with our own network services, co-located systems, hosted solutions, websites, or our Internet services.

We constantly monitor our customer service process, ensuring we are continuing to meet the needs of our customers. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Additionally, Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative per month to ensure representatives meet quality standards and that we provide proper training. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).

**g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?**

**CDW•G Response:** Yes, we focus continually on improving our ability to provide the best service and products in the industry to our customers. Most inquiries and issues are resolved by your Account Manager. We have an internal customer assistance network (ICAN) that supports your Account Manager in providing you with optimal customer service. Our internal network helps your Account Manager resolve issues with: purchasing, drop ship, new items, and distribution. This internal network strives to resolve issue in 3 hours or less. Beyond your Account Manager, we have a number of corrective processes in place which include:

- Our Purchasing Department monitors return rates on purchased products to look for quality issues.
- We aim to respond to Return Merchandise Authorization (RMA) requests within 24 hours.
- When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we make adjustments and evaluate process changes, as needed.
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.

- Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

We offer many ways for our customers to provide us with their feedback, the primary avenue being the website ([www.cdwg.com/content/about/cdw-reviews.aspx](http://www.cdwg.com/content/about/cdw-reviews.aspx)). The results have been overwhelmingly positive, with customers rating their experience with CDW•G 4.6 stars out of 5. We also survey our customers to understand how we can meet their needs better. In 2016 we added three additional surveys to better respond to our customers. We've begun to specifically survey our customers' opinions in the following additional areas:

- Sales Contact Center
- Customer Relations
- Advance Technology Services

CDW•G conducts monthly loyalty surveys to measure the customer's perception of CDW•G. We utilize these surveys to collect information for several internal departments including shipping, billing, and customer relations. We select customers on a random basis to participate in the surveys. If a customer ranks us "poor" or "fair", then the appropriate CDW•G department contacts the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. This fortunately is rare, as the majority of end-users express favorable survey comments. The positive comment that we receive most often is "*CDW•G is extremely customer focused*".

**h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any costs associated.**

**CDW•G Response:** We will work with you to hold and warehouse your products in our distribution center for a pre-arranged period of time, depending on your project needs. CDW•G will purchase your products from the OEM or distribution channel partners and perform any required configurations. At that point, we will hold your products at our distribution center until you are ready for them. With 48 hour notification, we will prepare your order for shipment and release your order based on your schedule.

Typically customers will pay upfront for this service: one charge for the space to hold your purchase and one charge for the labor. Space and labor fees are based on the factors such as the pallet space required, the amount of time you request to hold your products in our warehouse, and the timeline for your product shipments. These fees are negotiated prior to warehousing your purchases and your Account Manager can provide you with more information on our holding and warehousing capabilities

**12. Describe how your company will assist customers in navigating OEM warranty process.**

**CDW•G Response:** Your Account Manager will assist you in navigating the OEM warranty process. Products sold by CDW•G come with the manufacturer's standard warranty and the City of Mesa customers can contact our Technical Support Department for technical support on hardware purchased from CDW•G. We provide technical support on the products that we sell for up to two years from the date of purchase. If the Technical Support representative

determines the customer needs warranty support, they connect them to the manufacturer's warranty department.

CDW•G offers a number of product lifecycle support options in addition to manufacturer warranties. This suite includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Help desk services

We send warranty expiration emails to our Account Managers, who then inform their customers when their hardware protection is about to expire. Account Managers assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

### **13. Describe how your firm will notify customer of new products.**

**CDW•G Response:** As technology is constantly evolving, there are always new products and services coming to market. Our customers depend on the latest technologies to make their enterprises run more efficiently and CDW•G prides ourselves on being on the forefront of technical development in the IT industry and our relationships with top manufacturers often results in advanced notification of upcoming releases of new products. Our website, [www.cdwg.com](http://www.cdwg.com), is constantly updating with new products and services that we offer to our customers. Our live catalogue is updated daily and you can browse our most current products and services.



As a contract customer, we deploy a number of ways to keep you informed. Via our website ([www.cdwg.com](http://www.cdwg.com)) and your Premium Page, you will be able to view the latest technologies available to you and pricing options to help you make better-informed purchasing decisions. They are constantly up-to-date on the most current and emerging technologies. Be it your Account Manager, our website, or your Premium Page, you can be sure that we will work tirelessly to keep you informed of ways to improve how you do business and which solutions best fit your needs.

### **14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).**

**CDW•G Response:** We often receive advance notification from manufacturers when a product is nearing end of life, and we make every attempt to communicate these changes to customers who may be affected. Your Account Manager will be the first source of updates on products that are nearing end of life. Because we maintain a live catalogue on our website, you will also be able to see in real time which products that we offer are nearing end of life. Your Account Manager also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, they assist customers in finding substitute products that will help customers achieve the same business results.

**15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?**

**CDW•G Response:** Your Account Manager stands ready to help you navigate this process. They receive regular trainings on new products and technologies from OEMs, receiving OEM certifications as trained, certified experts which enable them to assist their customers. We encourage customers to contact their Account Manager when technical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their Sales Manager, or connect the customer to our help desk. CDW•G customers can also contact our technical support team directly from our website or their Extranet site, in a variety of ways including email, chat, and telephone. Our technical support team is available Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.

**16. Describe what other services you offer that would be applicable to this contract (e.g. cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)**

**CDW•G Response:**

Available Services	
Cloud	Our cloud services will enable you to grow as cloud solutions change and evolve over time. We have been at the forefront of the emerging virtualization technology and are well-positioned to advise you on the Cloud Solution that best fits your needs. We are vendor neutral and we currently work with over 40 cloud solution providers. We offer a range of Cloud Solutions and will work to make sure that you receive the most cost-

	<p>effective solution. Some of our Cloud Solution services include:</p> <ul style="list-style-type: none"> <li>• Planning Services</li> <li>• Migration Services</li> <li>• Integration Services</li> <li>• Managed Services</li> </ul>
<b>Maintenance</b>	<p>CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:</p> <ul style="list-style-type: none"> <li>• Warranty extensions and upgrades</li> <li>• Post-warranty support</li> <li>• Accidental damage protection</li> <li>• Maintenance contract agreements (conterminous, break/fix, and retainer)</li> <li>• Post-sale technical support</li> <li>• Product and certification training</li> <li>• Help desk services</li> </ul>
<b>Implementation</b>	<p>Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.</p>
<b>Design</b>	<p>Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and can perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.</p>
<b>Consulting and Analysis</b>	<p>Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their system.</p>
<b>Training</b>	<p>CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focuses on designing bullet- proof</p>

	<p>solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.</p>
<b>Repair</b>	<p>In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:</p> <ul style="list-style-type: none"> <li>• Acer</li> <li>• Apple</li> <li>• Fujitsu</li> <li>• HP</li> <li>• IBM</li> <li>• Lenovo</li> <li>• Service Net</li> <li>• Sony</li> <li>• Toshiba</li> </ul>
<b>Asset Tagging/ Configuration</b>	<p>We provide asset tagging and configuration services To better help our customers protect their assets and to ensure that you have an accurate accounting of your inventory. We provide multiple asset tagging options: From serial or part numbers, to location or manufacturer, your equipment can be asset tagged using our CDW•G asset tags or your own tags, customized to your specifications. We can configure your equipment in our Configuration Centers according to your needs so that your products come ready to use out-of-the-box. These services will save you time and increase productivity. Your Account Manager will help you determine which options are the best fit for you.</p>

*Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.*

**17. Describe options for leasing and financing and the various payment methods accepted.**

**CDW•G Response:** CDW•G has a department dedicated solely to assisting our customers with their leasing needs. We take a vendor agnostic approach and CDW•G's leasing team can work with the City to find the best leasing option that fits within any unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing,



the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. With a lease, you can choose to add to your lease term; and once you choose to end the lease, you often have the option between purchasing and returning the equipment.

CDW•G's Leasing Team helps members navigate through all the available leasing providers to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our leasing partners, such as our 2014 HP PartnerOne Financial Services Partner of the Year Award. Often, we are able to leverage our relationship with our partners with more advantageous rates or terms. For Members that have diversity requirements to meet, we can recommend our WBE certified leasing partner, Commonwealth Capital Corporation.

We'll incorporate leasing into our sales team trainings for the contract, so that sales can recognize opportunities where leasing would benefit the members and to be able to speak to the different lease options available.

We are also able to accept payment via the following methods: Credit Cards (American Express, Discover, MasterCard, Visa), Checks, EDI, EFT (Electronic Funds Transfer), and Procurement Cards.

## Tab 3

### Pricing Forms

- 1. Provide price proposal as requested on the Pricing Document (Attachment A- “National TAB”) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.**

**CDW•G Response:** The central metric in a pricing structure is the index from which that price is derived. CDW•G utilizes our Nationally Advertised Price (NAP) as the starting point in our price proposal. Contrasted with traditional MSRP (Manufacturer’s Suggested Retail Pricelists) which does not reflect market conditions and therefore does not change, our NAP pricing is scaled and adjusted to remain competitive in the marketplace. Our customers can be sure that the pricing quoted is the most up-to-date and competitive available.

To provide National IPA with a complete catalog offering, CDW•G is proposing contractual pricing to be factored by applying discounts to CDW•G’s product taxonomy. This approach ensures a complete catalog offering, provides the greatest breadth of product offering, as well as an easy “on-ramping” as new product and technologies are introduced. For ease of evaluation and to be compliant with the RFP requirements, CDW•G has conformed to the City of Mesa’s product taxonomy in the market basket as well as the National Discount sections of the price proposal, however the resultant contract will be managed utilizing the CDW•G Category table listed below:

CDW•G Categories	Discount
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
PC Compatible Desktop Computer	2.10%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%



Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, the total annual spend, etc.**

**CDW•G Response:** Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW-G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

Per the requirements of the solicitation, Attachment A- Pricing Forms is included and attached in Excel format.

## Tab 4

### Qualifications (Abilities, Experience, and Expertise)

**1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.**

**CDW•G Response:** In 1982, 28-year-old, strapped-for-cash Michael Krasny placed a \$3 classified ad in the Chicago Tribune for his IBM personal computer. After a flood of offers and a \$200 profit, he had an idea. Krasny formed MPK Computers and he became a computer broker. This company later became CDW. Krasny's goal was to make CDW the most successful seller of IT products in the U.S. Some of his first tasks to solve customers' problems include establishing a computerized database of product and customer info, creating algorithms to gauge product sales and demand, and a hand-operated warehouse roller to fill backlogged orders.

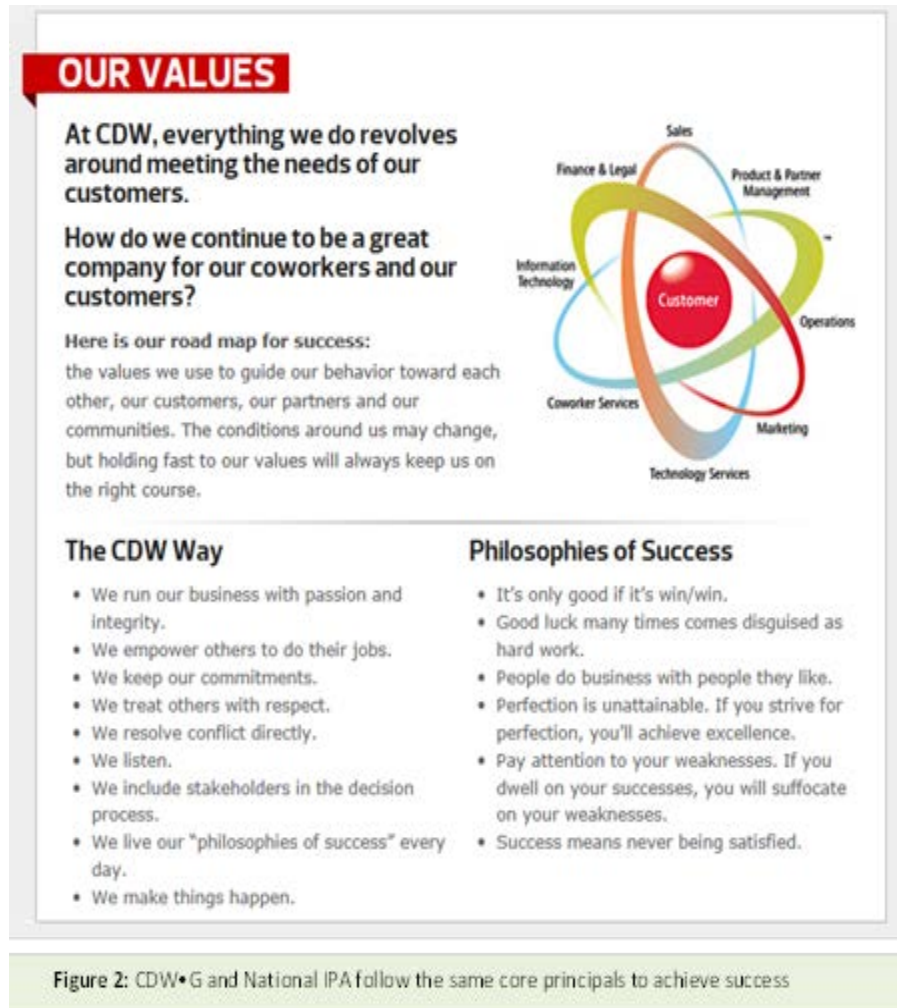


Michael Krasny compiled a list of guiding principles—principles that remain at the core of every decision CDW makes today. We believe the reason the National IPA/CDW•G relationship is so successful is because our values and philosophies practically mirror the values that make up the National IPA Way.

Our values begin with the belief that “People do business with people they like.” This is why we recruit top IT graduates, hire the industry's most experienced technology experts, partner with business entrepreneurs and educators, and engage military veterans with battlefield experience. It's because we want to support our customers with talented people who have not only walked a mile in their shoes but are committed to providing solutions that work.

CDW's way of business hasn't changed much since '82. We are still recognized by the hybrid business model developed by Krasny, a perfect blend of distribution and IT solutions provider in one knowledgeable force. We still practice a healthy dose of self and competitor evaluation, going from area to area looking for our weakest links and turning them into strengths. In fact, it is from this idea that CDW•G was born. We realized that neither we, nor our competitors, we're doing a great job of providing the segment-specific support to our public customers that they needed, or deserved. So in 1998, CDW•G was established, providing our government and education customers insight and expertise that fit their specific needs. In 2005, we incorporated healthcare segment into this mix.

We continue to use our innovative tools and our deep relationships with our customers and vendor partners to evolve our business as our customer needs dictate, such as our



expansive cloud portfolio. Proof this approach is working is our \$13.9 billion in sales for 2016 and our growing customer base of over 350,000 valued organizations.

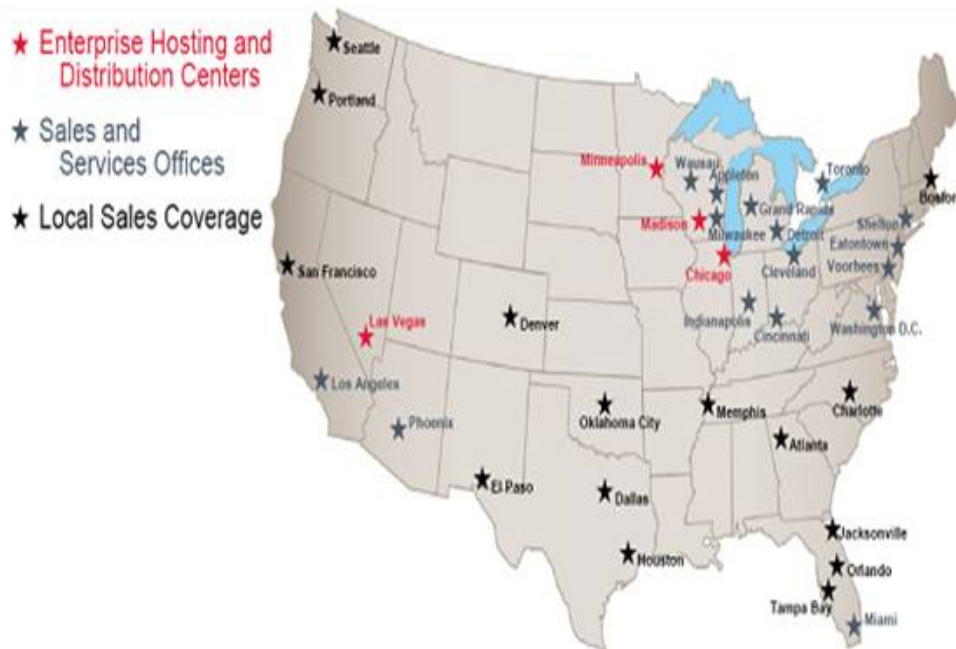
Many customers have remained loyal to CDW•G for decades because they know we aren't satisfied with past successes. Instead, we've been focusing on providing advanced solutions and service in areas like cloud computing, mobility, security, virtualization and networking.

**2. Provide the total number and location of sales persons employed by your firm.**

**CDW•G Response:** CDW•G currently employees 1456 coworkers in 43 different locations nationwide. Over 840 of our CDW•G sales force are Account Manager, with an additional 65 Field Account Executives dispersed throughout the country.

**3. Provide the number and location of support centers (if applicable).**

**CDW•G Response:** Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



**4. Provide public sector sales figures for 2014, 2015, and 2016 and the percentage mix of hardware, software, and services.**

**CDW•G Response:** Below you can see evidence of National IPA Contract sales growth. The growth rates of National IPA exceed the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

National IPA Contract Sales		
Year	Sales In Millions	% of Growth
2008	\$4	N/A
2009	\$21.7	442.50%
2010	\$44.1	103.20%
2011	\$83.3	88.90%
2012	\$99.4	19.30%
2013	\$113	13.68%
2014	\$160.1	41.68%

2015	\$253.7	58.46%
2016	\$390	53.72%

**5. Please submit you FEIN and Dun & Bradstreet report.**

**CDW•G Response:** CDW•G FEIN: 36-4230110.

Dun & Bradstreet numbers:

CDW LLC: 10-762-7952; CDW Government LLC: 02-615-7235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

**6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.**

**CDW•G Response:** CDW•G holds a number of similarly structured contracts. Since 2008, we have grown our contract with National IPA, as evidenced in the chart above, and have demonstrated success in broadening and promoting the National IPA contract. Over the past eight years, National IPA contract sales have consistently grown, year after year, most recently reaching \$390M.

For our references we provide customers that can attest to our abilities of both managing this contract, and to addressing and meeting their needs as our customer. We provide contact information for these customers in a separate, confidential file.

**7. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments are preferred.**

**CDW•G Response:**

Kern High School District- Business Services	
Contact	[REDACTED]
Address	5801 Sundale Avenue, Bakersfield CA 93309
Phone	[REDACTED]
[REDACTED]	[REDACTED]
Date of Service	2014-today
Culpeper School District	
Contact	[REDACTED]
Address	450 Radio Lane, Culpeper VA 22701-1521
Phone	[REDACTED]
Email	[REDACTED]
Date of Service	2005-today
Los Angeles Superior Court	
Contact	[REDACTED]
Address	111 North Hill Street, RM 105D Los Angeles, CA 90012-3219
Phone	[REDACTED]
Email	[REDACTED]
Date of Service	2013-today



- 8. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.**

**CDW•G Response:** The City's two primary customer service representatives' resumes can be found in Tab 7 "Appendix." Below are the references for each:

References	
Mark Ellis, Manager- Program Management	Pat O'Brien, Field Sales Manager
Ohio Council of Educational Purchasing Consortium Elmo Kallner- Contact <a href="mailto:ekallner@mail.mecdc.org">ekallner@mail.mecdc.org</a> 614-579-2669	City of Tucson Marcheta Gillespie- Contact <a href="mailto:Marcheta.Gillespie@tucsonaz.gov">Marcheta.Gillespie@tucsonaz.gov</a> 520-791-4217
Green River Regional Educational Cooperative Ann Burden- Contact <a href="mailto:Ann.burden@grrec.org">Ann.burden@grrec.org</a> 270-563-2113	National IPA Ken Heckman- Contact <a href="mailto:Ken.heckman@nationalipa.org">Ken.heckman@nationalipa.org</a> 615-289-8561
National Joint Powers Alliance David Duhn- Contact <a href="mailto:David.duhn@njpacoop.org">David.duhn@njpacoop.org</a> 218-894-5469	City of Jacksonville/Jacksonville Transit Authority Bursey Armstrong- Contact <a href="mailto:bjarmstrong@jtafla.com">bjarmstrong@jtafla.com</a> 904-630-3167

- 9. Provide information regarding if your organization ever failed to complete any work awarded.**

**CDW•G Response:** At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause

- 10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

**CDW•G Response:** Though CDW•G has been involved in litigation, it has not nor is it expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies.

## Tab 5

### Technology

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
  - a. to search for products
  - b. to find alternate products (if a certain product is not available)
  - c. to perform side-by-side price comparison of products
  - d. to order products
  - e. to track order status, to include backordered items
  - f. to determine when an item was received and who received it
  - g. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
  - h. to create approval paths/levels for orders, to include creating an approval path for restricted items
  - i. to create “favorites” list or subscribed purchases other personalized list of frequently ordered items
  - j. to create a “shared” list for an agency to use
  - k. to obtain online customer service
  - l. to receive online training
  - m. to accept credit card payment (and describe the level of data offered; also describe your security measure for credit card orders)
  - n. to track their budget for purchases
  - o. to generate reports

**CDW•G Response:** Each Agency utilizing the contract has their own customized Extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost. We have enabled more interactive information about updates to the website via <http://www.cdwsiteinfo.com/>.

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:





**Speed** — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

**Information** — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

**Reporting** — As a rich source of detail on purchase history, license agreements, and asset tracking, your Extranet site lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

## **Extranet Features**

We provide specific features of a customized extranet below:

### **Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly**

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special prequalified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

### **Account Team — Access Expert Support with a Personal Touch**

Your extranet page allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. The page displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

### **Online Quotes — Create, Review and Place Orders in Minutes**

Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

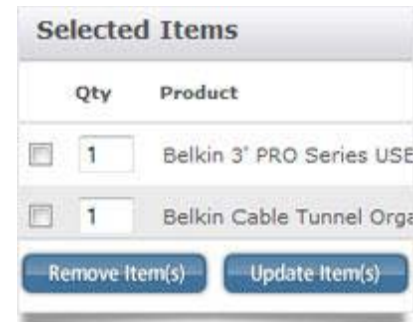
### **Company Solutions — Compare and Buy Single or Bundled Products with One Click**

This capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. The

extranet page also allows customers to perform quick product searches and to “comparison shop” by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

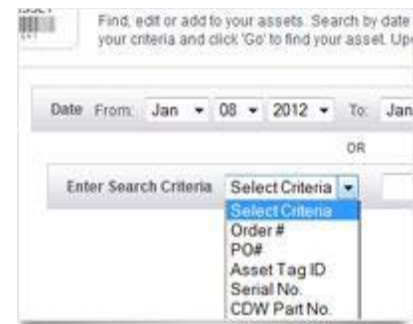
### **Catalogs and Custom Catalogs – Limit Product Purchase Rights**

The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency's custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.



### **Asset Management — Follow Asset-Tagged Hardware throughout Agencies**

Your extranet page provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.



### **Account Linking — View, Place and Track Orders from Multiple Addresses**

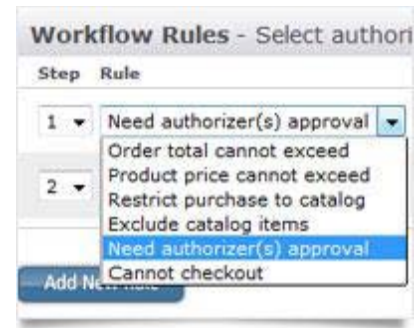
Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

### **My Purchases — Track Order Status and Purchasing History Instantly**

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return Merchandise Authorization (RMA).

### **Purchasing Authorization System (PAS) — Streamline Purchasing Approvals**

The extranet page also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.



### **Product Finders — Easily Find the Right Accessories and Supplies**

CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure

compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

### **2. Describe additional functionality offered by your website. Provide screenshots, a demo “CD/jump drive,” demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.**

**CDW•G Response:** The City can review the current contract's CDW•G Premium Page at [www.cdwg.com/nationalipasolutions](http://www.cdwg.com/nationalipasolutions). When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit <http://www.cdwsiteinfo.com/extranet-video/>.

The Extranet is not the only site we offer helpful tools to our customers, our main page, [cdwg.com](http://www.cdwg.com) has a plethora as well. For a tour of this site's functionalities, visit <http://www.cdwsiteinfo.com/cdw-site-tour/>.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

### **3. Describe any national awards and/or other recognition that your website has received.**

**CDW•G Response:** In October 2015 CDW•G was ranked No. 8 on the list of America's 500 largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide.

### **4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?**

**CDW•G Response:** CDW•G does not have any scheduled extranet down time. Our website's availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. We advise our customers on any significant changes 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

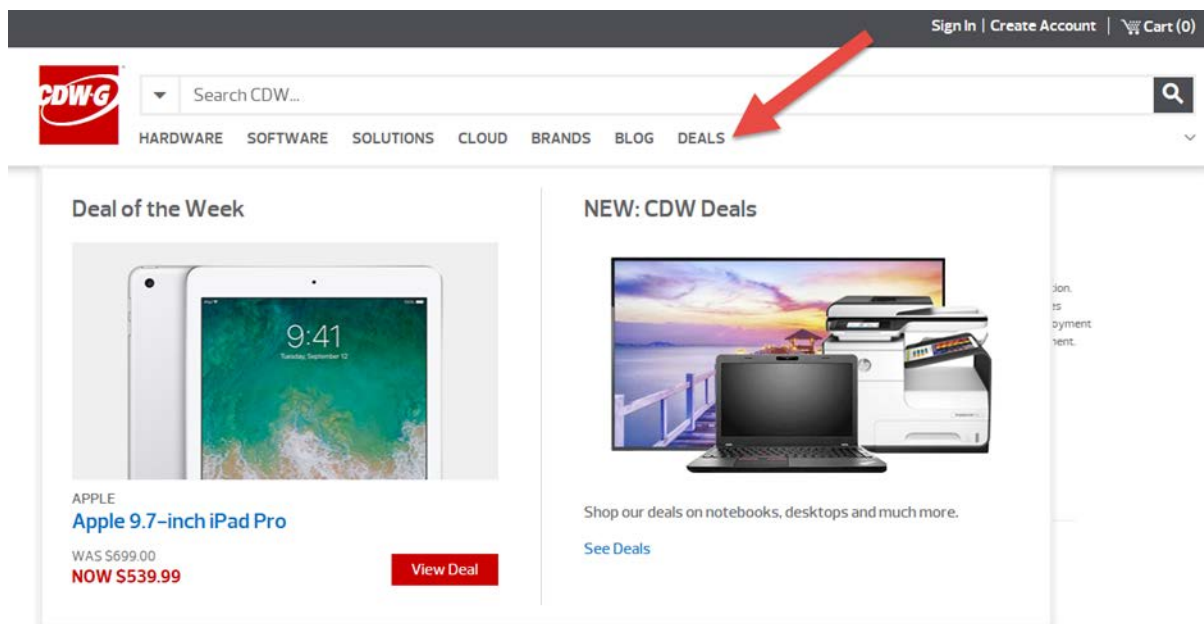
#### **5. Does your website offer real time product availability?**

**CDW•G Response:** Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one-to-four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

#### **6. How does your company leverage your website to inform customers of the additional savings that may be available?**

**CDW•G Response:** Our website has a dedicated tab for informing our customers of additional savings and deals that are available to them. Under the "Deals" header, as shown below, we advertise discounted products and pass this on to our customers. Deals span all product categories and manufacturers, and we inform our customers if a specific OEM is running a particular deal. We strive to pass on value and savings to our customers, and this is another way our website keeps our customers updated and apprised of our latest offerings.



**7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?**

**CDW•G Response:** CDW•G's website generates a number of customer email confirmations including quote and order confirmations, notification of back orders, and shipment notifications. National IPA members can enroll in paperless billing to receive credit card invoices via email, and reminders to order frequently used products. Order status information is available 24 hours a day on our Quick Order Status tool.

**8. Describe the registration process to set up new customers for you online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?**

**CDW•G Response:** Yes, self-registration is available. Additionally, your Account Manager will be happy to walk you through the registration process and ensure that you're properly entered into the system. Your Account Manager are trained to enroll new customers to access the National IPA contract, should our customers need immediate access. A confirmation number is generated and sent to your Account Manager who will then then provide this confirmation and the customer's CDW•G account number to your dedicated Program Manager, who immediately adds them to the system for contract access. Jumana DiHu, your Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA.

If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers will provide any registration assistance.

**9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.**

**CDW•G Response:** Your Extranet account can be customized to your exact specifications. We can include your favorite items, frequently purchased products, bundled items. Your site will be tailored to your needs. The site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City. Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:

**Quick Cart** – Enables users to add items directly to their cart by typing in the CDW part number.

**Account Team** – Displays the "In/Out" status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

**News** – Provides additional information on extranet tools and enhanced features.

**Promotions and Updates** - Shows current promotions and updates to technology solutions.

**Featured Products** – Highlights specific products and solutions.



**Recent Orders** – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

**Contracts** – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

**Bundles** – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company's standardized solutions.

**Individual Products** – Allows administrators to highlight products for quick and easy access.

**Comparison Charts** – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

**Links** – Lets users maintain easy access to manufacturer websites and other helpful online destinations. There are links to additional extranet features that are only a click away. These features include:

**My Purchases** – Offers a full breadth of tools to track order status, purchase history, and financial information.

**Security Settings** – Enables administrators to restrict users' access to specific functions.

**Asset Management** – Enables you to create and download a detailed report of your organization's hardware assets that have been asset tagged.

**Software License Tracker** – Simplifies software license management and reduces the risk of noncompliance.

**Quotes** – Enables you to create your own quote right from your shopping cart, forward it for preauthorization, and convert it to a live order.

**Purchase Authorization** – Automates approval process and manages users' purchasing power.

**Custom Catalogs** – Displays only products approved for purchase by your organization.

**Online Chat** – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

#### **10. Describe the types of online reporting that are available. Is customized reporting available?**

**CDW•G Response:** CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use.

The City of Mesa authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet. Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered

- Purchase Order#
- Purchased by

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

#### **11. Describe your online return process (if available).**

**CDW•G Response:** In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number. The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals. Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

CDW•G carries many more highly customizable products than what we have historically carried on this contract. A uniquely customized product is not as simple to return as an off-the-shelf product. Once a product has been customized, we are unable to return it to the OEM ourselves; that activity must be handled directly between the purchaser and the OEM. Therefore, CDW•G proposes the following return policy:

- Except for certain products that are uniquely customized to City specifications, which shall be indicated at the time of Quote, all defective products shall be identified within thirty (30) days of receipt and will then be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
- Uniquely customized products are typically indicated by the inclusion of the designation "CTO," "BTO" or "Customer's Name" in the product description of the item. When providing a quote for products that are uniquely customized to City specifications, Contractor shall include the following statement on the quote: *"This quote contains a custom item, this item may not be able to be returned, depending on manufacturer restrictions."*

More often than not, we are able to find a return remedy - even in the case of customized products. To ensure customer clarity around returning customized items, we will instruct our Account Managers to discuss the return policy with the customer during the building process for customized solutions, if they are not already doing so.

#### **12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?**

**CDW•G Response:** CDW•G has implemented eCommerce solutions with over 72 eProcurement partners, for over five thousand customers on most of the major purchasing platforms. There is no charge for integration support, unlike some of our competitors.

CDW•G has overseen cXML and OCI Punch-Out solutions since 2001, with over 8,000 integrations to date. These integrations make up a quarter of our web business. There are three teams that span the eCommerce/IT/Sales departments that are solely dedicated to eProcurement integration projects.

We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems. There is no additional charge for these services.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

### **FTP (File Transfer Protocol)**

CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

### **EDIINT-AS1**

This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

### **EDIINT-AS2**

This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

### **HTTPS (HyperText Transmission Protocol, Secure)**

This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

### **VAN (Value Added Network)**

A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.



**13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.**

**CDW•G Response:** The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over \$2 billion per year in transactions. Additionally, the website is estimated to assist with another \$4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

## Tab 6

### Other Forms

The following forms should be completed and signed:

1. Vendor Information Form
2. Exceptions & Confidential Information Form
3. General Questionnaire Form
4. Lawful Presence Affidavit
5. Respondent Certification Form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation.

**CDW•G Response:** CDW•G's response to these forms follow this page.

**REQUIRED RESPONSE FORMS****VENDOR INFORMATION**Company Legal/Corporate Name: CDW Government LLC

Doing Business As (if different than above): \_\_\_\_\_

Address: 230 North Milwaukee AvenueCity: Vernon Hills State: IL Zip: 60061-9740Phone: 800-808-4239 Fax: 847-419-6200E-Mail Address: \_\_\_\_\_ Website: www.cdwg.comDUNS # 02-615-7235 State Where Business Entity Was Formed: Illinois

Remit to Address (if different than above): \_\_\_\_\_ Order from Address (if different from above): \_\_\_\_\_

Address: 75 Remittance Drive, Ste #1515 Address: \_\_\_\_\_City: Chicago City: \_\_\_\_\_State: IL Zip: 60675-1515 State: \_\_\_\_\_ Zip: \_\_\_\_\_Contact for Questions about this bid:Name: Cale LaSalata Title: Proposal SpecialistPhone: 203-851-7211 E-Mail Address: calelas@cdw.comDay-to-Day Project Contact (if awarded):Name: Pat O'Brien Title: Field Sales ManagerPhone: 847-371-5584 E-Mail Address: patobri@cdwg.comSales/Use Tax Information (check one).☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)☐ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%☒ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)State Sales Tax Number: 07637419- State of Arizona  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
Applicable Tax Rate: \_\_\_\_\_%

## **EXCEPTIONS & CONFIDENTIAL INFORMATION**

### Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

**Other Forms or Documents:** If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

**\*Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐

No exceptions

☒

Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

### Confidential/Proprietary Information (mark one).

☐

No confidential/proprietary materials have been included with this Response.

☒

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.



## Exceptions

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
9 / Scope of Work page 16	DEFECTIVE PRODUCT. All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.	CDW•G seeks the following alternate language:  All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification, <u>when such products are in Supplier stock.</u>	
1.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 3	Suppliers are required to pay an administrative fee of 3.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).	CDW•G seeks the following alternate language:  Suppliers are required to pay an administrative fee of <del>3.02</del> % ( <u>Administrative Fee Percentage hereinafter defined</u> ) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. . . .	
2.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 5	Pricing Commitment Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	CDW•G seeks the following alternate language for this section: Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) <del>to</del> Public Agencies nationwide and further commits that if a Participating Public Agency <del>is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.</del>	
2.3/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 5	Sales Commitment Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration	CDW•G seeks the following alternate language for this first sentence: Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide.	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.		
3.3. E / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 7	E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive contract	CDW•G seeks the following alternate language: Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. No cost to participate iii. Non-exclusive contract	
7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	CDW•G Seeks the following alternative language to replace existing language: Each Party ("Indemnifying Party") shall defend the other party and the other party's officers, directors and employees (each, an "Indemnified Party") from and against any claims, demands, actions, lawsuits, and proceedings asserted or made against the Indemnified Party (each, a "Claim") and shall indemnify and hold harmless the Indemnified Party from and against any loss, damage, cost, and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement to the extent that the Claim is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party during the performance of the Services and that the Claim arises either from an action brought by an unaffiliated third party for death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the good(s) or software or from the data processed thereby. The obligation of the Indemnifying Party under this Section is	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
		contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any Claim's defense or settlement; (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense; and (iii) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party. NEITHER CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CITY FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.	
12/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 11	An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of __ percent (__) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public	CDW•G Seeks the following alternative language to replace existing language:  <u>All sales shall be subject to a</u> An "Administrative Fee" <del>shall be</del> defined and due to National IPA from Supplier in the amount of <u>two—</u> percent <del>(—%)-(2%)</del> , <u>except Software and Chromebook product categories which will incur no fee</u> ("Administrative Fee Percentage"), <u>—</u> multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Agency's Contract Sales.	identified Participating Public Agency's Contract Sales.	
13/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	<p>13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion</p>	<p>Due to the high volume of transactions anticipated on this program, CDW respectfully requests 15 business days to produce reporting and payment of any Administrative Fees, and therefore seeks the following alternative language to replace existing language:</p> <p>Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the <del>10<sup>th</sup></del> <u>15<sup>th</sup> business</u> day of the following month. . . .</p>	
15/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	<p>Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed,</p>	<p>CDW•G Seeks the following alternative language to replace existing language:</p> <p>Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. <u>Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is</u></p>	



Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.	<u>limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.</u> In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by <del>National IPA Supplier</del> . In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, <del>and reimbursement of National IPA's costs and expenses related to such audit.</del>	
16/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.	CDW•G Seeks the following alternative language to replace existing language:  This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of <u>the CSO (hereinafter defined)</u> , this Agreement, <del>and the Master Agreement</del> , as between National IPA and Supplier, the provisions of <u>the documents will control in the following order: the CSO, this Agreement, and the Master Agreement shall prevail.</u>  <u>With regard to third party cloud computing and storage services, the Third Party Cloud Computing and Storage Services terms, as set forth in Attachment B shall govern. CDW Government LLC ("CDW") acts as a rebiller only and has no control over the delivery of the cloud computing and storage services.</u>	
10/ Attachment D, National IPA	WITHOUT LIMITING THE GENERALITY OF THE	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
Requirements for Cooperative Contract, Exhibit C, page 16	<p>FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.</p>	<p>foregoing, CDW Government LLC is not a party to this Agreement nor is it a third-party beneficiary thereto. <u>Furthermore, it is the express intent of the National IPA Parties that the Agreement shall not establish any third party beneficiaries or third party rights and that the Agreement shall only benefit the National IPA Parties (and the Affiliates thereof).</u></p>	
4/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to Solicitation, page 25	<p>In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order:</p> <ol style="list-style-type: none"> <li>1. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation);</li> <li>2. Exhibits: a. Mesa Standard Terms &amp; Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above;</li> <li>3. Solicitation including any addenda; and</li> <li>4. Contractor Response</li> </ol>	<p>CDW•G Seeks the following alternative language to replace existing language:</p> <p>In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order:</p> <ol style="list-style-type: none"> <li>1. Contractor Response</li> <li>2. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation);</li> <li>3. Exhibits: a. Mesa Standard Terms &amp; Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above;</li> <li>4. Solicitation including any addenda; and</li> </ol>	
8/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to	<p>8. Requirements Contract. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum</p>	<p>CDW•G Seeks to add the following sentence to the end of this paragraph:</p> <p>For purposes of this Section, a “reasonable period of time” shall mean 24-48 hours after Supplier receives a purchase order.</p>	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
Solicitation, page 28	or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.		
9.c.iv/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 33	The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the foregoing, any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.	
13/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 34	AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by	CDW•G Seeks to add the additional language proposed in Section 9.c.iv above to the end of this paragraph.	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City		
24/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	<p><b>INDEMNIFICATION/LIABILITY.</b></p> <p>a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all third party liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.</p> <p>b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.</p> <p>c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.</p>	Notwithstanding what is stated in this section, CDWG proposes that the terms and conditions proposed above in Section 7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10.	
25/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	<p><b>WARRANTY.</b> Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and</p>	<p>CDW•G Seeks the following alternative language to replace existing language:</p> <p>The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor</p>	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
	<p>professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.</p> <p>Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.</p>	<p>or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.</p> <p>The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract.</p> <p>In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected</p>	

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
		<p>solely in the capacity as an independent sales agent.</p> <p>If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at <a href="http://www.cdw.com/forms/indemnity/app.asp">http://www.cdw.com/forms/indemnity/app.asp</a>.</p>	
32/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.	CDW•G seeks the following alternate language for this section: Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and added).	

TAB 6 -

## Other Forms—Exceptions &amp; Confidential Information

Exceptions			
Section/Page	Term, Condition, or Specification	Exception/Deviation	City Accepts
35/Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	<p><b>PROPRIETARY RIGHTS INDEMNIFICATION.</b> Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.</p>	<p>The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.</p>	



# Confidential Information

The following parts of our response are exempt from public disclosure. Subject to applicable state law, we request that the information detailed below be treated as confidential.

Exemptions from Public Disclosure Confidential Information		
Page	Lines	Reasoning
Tab #2 Pages 23-24	Page #: Requirement #4, p. 23 -24 Starting at "CDW-G's Supplier" Page #: p. 23 (Requirement #4) Ending at "Reporting Capabilities," p. 24	Per Arizona Revised Statutes § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.



## GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No
2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No  
If no, specify number of days for delivery \_\_\_\_\_
3. Payment terms. Payment Due (Not less than net 30 days): 30 days  
Payment Discount of \_\_\_\_\_% if invoices are paid within \_\_\_\_\_ days of receipt.
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?  
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)  
Discount for Procurement Card Purchases? \_\_\_\_\_%
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?  
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

### Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing) or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

### **Acknowledgement of Receipt and Consideration of Addenda (if applicable):**

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

## LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

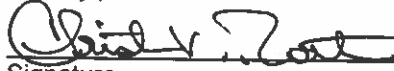
**COMPLETE THIS AFFIDAVIT IF:** Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- ☐ 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- ☐ 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- ☐ 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- ☐ 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- ☐ 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- ☐ 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- ☐ 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- ☐ 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- ☐ 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- ☐ 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

  
\_\_\_\_\_  
Signature

Christina V. Rother  
\_\_\_\_\_  
Print Name

10/17/17  
\_\_\_\_\_  
Date

CDW Government LLC  
\_\_\_\_\_  
Business/Company Name

Verification of Attachment by City Staff:

\_\_\_\_\_  
Signature Date

## RESPONDENT CERTIFICATION

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
  - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
  - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
  - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

### **ACCEPTED AND AGREED TO BY RESPONDENT:**

Company Name: CDW Government LLC

Signature: 

Printed Name: Christina V. Rother

Title: President, CDW•G

Date: 10/17/17

## **ATTACHMENT C** **RESPONDENT QUESTIONNAIRE**

Respondent Company Name/ DBA: CDW Government LLC	
Years in business providing similar services: 33 years	
Contractor's License No(s): N/A      Type: (Submit a copy with the Response)	
Number of employees at location that would serve under a contract from the Solicitation: N/A	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b>	
Firm/Government Agency Name: Kern High School District- Business Services	
Contact Person: Sandy Castorena	Phone: 661-827-3321
Address: 5801 Sundale Avenue Bakersfield, CA 93309	Fax:
	E-Mail Address: Sandy_Castorena@kernhigh.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided: 2014-today.	
Firm/Government Agency Name: Culpeper School District	
Contact Person: Maria Weiss	Phone: 540-829-2120
Address: 450 Radio Lane Culpeper, VA 22701-1521	Fax:
	E-Mail Address: mweiss@culpeperschools.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
Firm/Government Agency Name: Los Angeles Superior Court	
Contact Person: Rachel Cavazos	Phone: 213-633-0136
Address: 111 North Hill Street, RM 105D Los Angeles, CA 90012-3219	Fax:
	E-Mail Address: RCavazos@lacourt.org
\$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
List any other information which may be helpful in determining your qualifications for a potential contract:	



75 Tri-State International  
Lincolnshire, IL 60069

CDW.com

January 1, 2017

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at [taxteam@cdw.com](mailto:taxteam@cdw.com) should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

# Tab 7

## Appendix

## Mark A. Ellis

### Work Experience CDW•G

#### CDW•G Manager, Program Management

October 2016 - Present

- Manages a team of 15 people responsible for State & Local, Higher Education and K-12 Contracts
- Responsible for Program Manager deliverables below as well as signature authority on behalf of the Program Management team

#### CDW•G Program Manager

March 2005 – September 2016

- Manages a contract portfolio and team that includes; Healthcare, Higher Education, K-12 and State & Local Segments.
- Provides Program Management support for contract vehicles to ensure compliance, minimize risk, and maximize contract revenue and profitability.
- Manages and develops direct reports to include: Deputy Program Managers and Contract Analyst.
- Responsible for a full range of contracts which face customers and/or partners (E.g., Master Purchase Agreements, Subcontractor Agreements, Stretch Agreements, and others.)
- Initiates and responds to requests for contract changes, product substitutions and/or technical refreshments.
- Drafts or reviews completed drafts of appropriate amendments and other contract documents throughout the contract life-cycle.
- Facilitates preliminary dispute resolution and coordinates with the CDW Legal department as necessary, to maintain customer satisfaction and bring prompt closure to certain contract disputes.
- Takes hands-on, developmental roles in all facets of proposal development, making bid/no-bid suggestions/determinations.
- Ensured contract deliverables reports are prepared, keeps abreast of contractual terms and conditions.
- Managed contracts to ensure maximum contract revenue and profitability
- Made contract modifications including price reductions, additions, discontinued products, replacements as well as version changes.
- Ensured price and supply agreements are in place from award through completion.
- Ensured that CDW•G is in compliance with government regulations, as applicable.

#### CDW•G Proposal Specialist

March 2003 – March 2005

- Delegated tasks among account managers, sales managers, systems engineers, field reps, vendors, service partners etc. throughout the proposal process.
- Analyzed RFPs and document potential gains, liabilities, terms and conditions
- Prepared a written response, articulating company capabilities, thoroughly addressing explicit and implicit customer needs.
- Crafted professionally written responses to proposal documents that specifically address customer requirements while positioning CDW•G for success
- Managed proposal schedule to meet deadlines
- Researched the customer to understand their environment, politics, limitations, hot points and other factors that will translate to a response that wins
- Reviewed and flags Proposal Documents for opportunities, liabilities, terms and conditions
- Reviewed responses for compliance, accuracy, content and impact to business; participates in review sessions with teammates to ensure the integrity of all documents and solutions
- Oversaw completion of pricing and non-cost items in the cost proposal, such as representations and certifications

#### CDW•G Account Manager

October 2001 – March 2003

- Handled and grew account portfolio that included all SLED customers in CDW•G Ohio Valley
- Served as lead Account Manager for Warren County, Ohio a \$1.7M account per year

### Education

#### Indiana University - Bloomington

Bachelor of Arts – History

Minor – Business

## **Major Projects**

### **CDW Emerging Leaders Program Participant**

**October 2015 – July 2016**

- Participated and won the 2015-2016 Emerging Leaders Program with my team where we covered how we can better serve our CDW customers by providing a better experience with DCS Services.
- Worked with 4 other people, all in different locations collaborating on our goal of delivering a presentation to CDW's Executives on our final solution.



## Patrick T. O'Brien

**Education**                      **University of Illinois**                      **1990-1995**

Bachelor of Science – Sports Management

**Florida Gulf Coast University**                      **1997**

Secondary Education Mathematics Accreditation

**Work Experience**    **CDW•G**                      **Vernon Hills, IL**                      **2001-Present**

**Field Sales Manager, Government**                      **2014-Present**

- Responsible for customer relationships, territory strategy, partner alignment, and Coworker Development for all State and Local Field Sellers in Eastern US.
- Assist in developing short- and long-term performance goals, strategic direction, and business initiatives of our East State and Local Sales Team.

**Regional Sales Manager, Government**                      **2007-2014**

- Driving force in successful awards to CDW•G of several state contracts including Ohio, Florida, and California.
- Manage a team of State and Local account managers in the Pacific region
- Responsible for Government sales across all technologies in the region
- Work with account managers to ensure customers are being properly serviced

**Strategic Accounts Sales Manager, Healthcare**                      **2006-2007**

- Founding member of CDW Healthcare Division
- Lead Subject Matter Expert for contract proposal resulting in then largest contract in company history
- Responsible for developing, coaching, and supervising National Field and Inside Sales Staff

**Sales Manager, Education**                      **2004-2006**

- Driving force in regionalization of Education sales team.
- Consistently managed highest percent of goal sales team in the division.

**Account Manager, Government & Education**                      **2001-2004**

- Assisted in the development of new Account Managers
- Focused on helping customers with their technology purchases
- Focused on building relationships with customers to ensure they met their technology goals
- Developed new relationships within existing customers to bring them the value and benefits of CDW

## CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing [returns@cdw.com](mailto:returns@cdw.com).

### **1. Return Restrictions.**

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

## **2. Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

### **3. Merchandise Damaged in Transit.**

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

### **4. Credits**

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.



**City of Mesa, AZ**

**Contract # 2018011-02**

*for*

Information Technology Solutions and Services

*with*

**SHI International Corp.**

Effective: March 1, 2018

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

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



**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2018011  
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

**CITY OF MESA, Arizona ("City")**

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

**AND**

**SHI INTERNATIONAL CORP., ("Contractor")**

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



## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

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

### RECITALS

- A. The City issued solicitation number 2018011 ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

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

### TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

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

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

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

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.
  - a. Amendments to the Agreement
  - b. Agreement
  - c. Exhibits
    1. Mesa Standard Terms & Conditions (Exhibit C)
    2. Pricing (Exhibit B)
    3. Scope of Work (Exhibit A)
    4. Other Exhibits not listed above
  - d. Solicitation including any addenda
  - e. Contractor's Response
5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

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

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

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

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

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

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

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

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

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

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

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

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

## 7. **Insurance.**

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

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

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

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

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

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

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

- 7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
  - 7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
  - 7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy) and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as Exhibit C.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

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

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

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
  - (B) Pricing
  - (C) Mesa Standard Terms and Conditions
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

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

18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

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

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

CITY OF MESA, ARIZONA

By: \_\_\_\_\_

Edward Quedens

Printed Name

Title

Date

Business Services Director

2-27-18

SHI INTERNATIONAL CORP.

By: \_\_\_\_\_

Cassie Skelton

Printed Name

Title

Date

Contracts Manager

2/27/18

REVIEWED BY:

By: \_\_\_\_\_

S. Brause



## **EXHIBIT A**

### **SCOPE OF WORK**

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
  - a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
  - b. Have a strong national presence as a computer solutions provider.
  - c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
  - d. Have a demonstrated sales presence.
  - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
  - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
  - a. Online
  - b. Telephone
  - c. Fax
  - d. Email
  
3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
  - a. **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
  - b. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
  - c. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
  - d. **Laptop Computer or Notebook:** These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
  - e. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,



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

- f. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. **Computer and Network Products and Peripherals:** Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

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

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

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

- i. **Comprehensive Product Offering:** Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
  - j. **Financing:** Options available such as lease programs and conditional sales contracts.
4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.
5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

**EXHIBIT B**  
**PRICING**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

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

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

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

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
- 11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- 12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
  - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
  - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
- 13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- 14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- 15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.
- 16. **DEFAULT.**
  - a. A party will be in default if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - iv. Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.
- Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
  - d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.
25. **(RESERVED)**
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

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

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

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

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

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

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

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

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

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.





# COUNCIL MINUTES

February 5, 2018

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

## COUNCIL PRESENT

John Giles  
David Luna  
Mark Freeman  
Christopher Glover  
Francisco Heredia  
Kevin Thompson  
Jeremy Whittaker

## COUNCIL ABSENT

None

## OFFICERS PRESENT

Christopher Brady  
Dee Ann Mickelsen  
Jim Smith

Mayor's Welcome.

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

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

### 1. Take action on all consent agenda items.

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

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

Carried unanimously.

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

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

3. Take action on the following liquor license applications:

\*3-a. It Ain't Chemo

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

\*3-b. AMC Superstition East 12

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

\*3-c. ATL Wings

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

\*3-d. Elgin Distillery

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

\*3-e. Village of Elgin Winery

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

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

\*4-a. Turf Paradise, TP Racing LLLP

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

5. Take action on the following contracts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Take action on the following resolutions:

- \*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- \*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- \*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- \*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- \*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- \*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

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

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

Staff Recommendation: Approval with conditions

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

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

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

Staff Recommendation: Approval with conditions

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

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

Staff Recommendation: Approval with conditions

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

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

Staff Recommendation: Approval with conditions

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

9. Take action on the following subdivision plat:

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



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

**Items not on the Consent Agenda**

**10. Items from citizens present.**

There were no items from citizens present.

**11. Adjournment.**

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

ATTEST:

  
DEE ANN MICKELSEN, CITY CLERK



  
JOHN GILES, MAYOR

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

  
DEE ANN MICKELSEN, CITY CLERK

# National Cooperative Contract

National Intergovernmental Purchasing  
Alliance Company

Information Technology Solutions





October 23, 2017

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

Dear Ms. Williams:

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

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

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

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

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

Thank you again.

Sincerely,

A handwritten signature in blue ink, appearing to read "Meghan Flisakowski".

Meghan Flisakowski  
Public Program Manager



# Table of Contents

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

# TAB 1 - LETTER OF TRANSMITTAL.

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

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

## **SHI Response:**

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

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

## **SHI's Commitment to City of Mesa**

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

## **SHI's Team Approach**

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

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

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

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

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

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



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



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



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



**Inside Account Managers (IAM)**—In partnership with the Account Executives in the field, our IAMs maintain direct relationships with you and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. IAMs execute the plan established by the Account Executives for City of Mesa. We will evaluate the team regularly and add members as needed to ensure exceptional customer service. The City of Mesa's dedicated Inside Account Manager Team consists of the following members:

**Corrin Bennett (Inside Team Manager)**

Phone: 732-652-0335

Fax: 732-564-8332

**Rob DiGiovanni**

Phone: 732-652-7408

Fax: 732-537-7287

**EJ Williams**

Phone: 732-652-6596

Fax: 732-537-7287

**Jason Mitchell**

Phone: 732-652-4710

Fax: 732-537-7287

Team Alias: [teamarizona@shi.com](mailto:teamarizona@shi.com)



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

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

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

## TAB 2 - PROGRAM DESCRIPTION AND METHOD OF APPROACH.

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

**1. Provide a response to the national program.**

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

**SHI Response:**

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

## ATTACHMENT D - SUPPLIER QUALIFICATIONS

### COMPANY

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

**SHI Response:**

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

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



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

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

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

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

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

## **Company Structure and Organization**

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

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

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

- Public Sector Field
- SM Sled
- Federal

## Public Sector Field

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

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

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

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular and transparent communication with our customers. SHI Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products, regardless of size.

**Public Sector Regional Management Team**

**WEST**  
 Regional Director: Alison Turner  
 425-974-5997  
 Alison\_Turner@shi.com  
  
 Inside Sales Managers:  
 Northwest: Corrin Bennett  
 732-652-0335  
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## SM Sled

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

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

## SM SLED, Local Government



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732-652-0311

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David Morrison

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Samantha Rebimbas  
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**SM SLED, Education**



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 John Batista  
 Kayla Williams  
 Maya Oliver

Mike Mieszkuc

Monique Chedid

Parker Jensen

Pete Gerbey

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Fernando Correia

Francesca Lima

Gregg Cambareri

Grieg Tan

Irene Cook

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Ian Robinson

Jean Mombrun

Jenn Rojek

Jim King

John Allen

John Firestone

Katie Abeltin

Matthew Liss

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Cody Pace

Dan Nemeth

Dave Panella

Dean Caravito

Erin Manning

Gab Smith

Josh Katz

Kevin Gordon

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Natalie Nicosia

Patrick Goldsmith

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Greg Spoletti

James Geary

Joelle Soto

Kaleigh Maffei

Lauren Rallis

Marta Matera

Patrick D'Arcangelo

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Collin Gumbiner

Gareth Bevan

Jesse Meyer

John Firestone

Justin Chisari

Michael Rutledge

Nick Corvino

Nick Loughlin

Ross Gerhart

Roy Colicchio

Sam Martin

Stephanie Lane

Tyler Freidell

Will Fleming

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## Sales Support Organizations

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

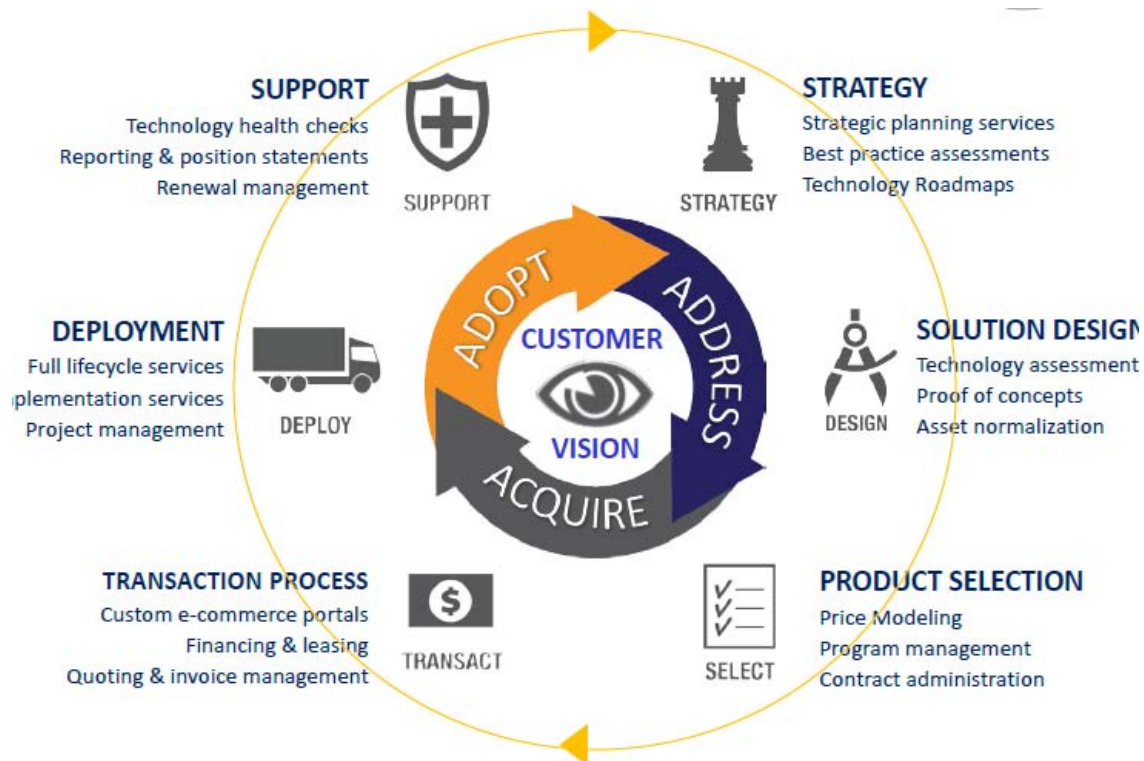
Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

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





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



## Annual Sales

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

## FEIN and D&B

SHI FEIN: 22-3009648

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

## DISTRIBUTION, LOGISTICS

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

### SHI Response:

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

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

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

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

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

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

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

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

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

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

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



## Hardware and Software Partners



## Mobility



## Emerging Partners



## Security



## Accessories

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Hard-to-find made easy®

## Display Solutions

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### Sourcing Non-Standard Products

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

## MARKETING AND SALES

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

### SHI Response:

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

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

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

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

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

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

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

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

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

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

#### **SHI Response:**

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



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

Scott Garrett  
Public Sector Operations Specialist  
[Scott\\_Garrett@shi.com](mailto:Scott_Garrett@shi.com)

Lauren Baines  
Public Sector Marketing Specialist  
[Lauren\\_baines@shi.com](mailto:Lauren_baines@shi.com)

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

First week:

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

First month:

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

First ninety days:

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

Ongoing:

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

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

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

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

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

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

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

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

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

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

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

Immediately following is a sample marketing plan.

## 1. Overview

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

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

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

## 2. Potential Marketing Strategies

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

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

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





## 2. Potential Marketing Strategies (Continued)

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

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

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

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

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

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

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



## 3. Closing Statement

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

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

**SHI Response:**

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

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

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

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

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

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

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

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

Introduce and train City of Mesa on SHI reporting tools

Set user permissions

<i><b>Area of Transition</b></i>	<i><b>SHI Task to be Performed</b></i>	<i><b>National IPA (member) Task to be Performed</b></i>
<b>Order Acknowledgement Customization</b>	SHI account team customize in SCII	Define City of Mesa specific content
	Test order acknowledgement documents	Define intended recipients of notifications, such as Order of Acknowledgement
<i><b>Area of Transition</b></i>	<i><b>SHI Task to be Performed</b></i>	<i><b>National IPA (member) Task to be Performed</b></i>
<b>SHI.com non e-Procurement site implementation</b>	Define organization/site requirements (process flow)	Define organization/site requirements (process flow)
	Define system users and set up permissions	Define system users and set up permissions
	Design SHI.com customer specific implementation	Define approval process and billing process/requirements
	Define/build any additional catalog requirements	Define catalogue content
	Define SHI.com special verbiage requirements	Test system and processes
	Connect users to City of Mesa-specific catalogues	
	Conduct user demonstration and training sessions for City of Mesa	

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

**SHI Response:**

SHI acknowledges and can comply.

- D. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
  - ii. Best government pricing*
  - iii. No cost to participate*
  - iv. Non-exclusive contract*

**SHI Response:**

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

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

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

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

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

**SHI Response:**

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

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

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

**SHI Response:**

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

Scott Garrett  
Public Sector Operations Specialist  
732-868-5915  
[Scott\\_Garrett@shi.com](mailto:Scott_Garrett@shi.com)

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

**SHI Response:**

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

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



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


- Public Sector Field
- SM Sled
- Federal

## Public Sector Field

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

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

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



### Public Sector Regional Management Team

**WEST**

Regional Director: Allison Turner  
425-974-5997  
Allison\_Turner@shi.com

Inside Sales Managers:  
Northwest: Corrin Bennett  
732-652-0335  
Corrin\_Bennett@shi.com

California: Scott Kent  
732-652-6641  
Scott\_Kent@shi.com

**CENTRAL**

Regional Director: Brian Gomez  
312-802-2766  
Brian\_Gomez@shi.com

Inside Sales Manager: Tyshon Crawley  
732-654-8117  
Tyshon\_Crawley@shi.com

**SOUTH CENTRAL**

Regional Director: Darron Gross  
512-732-8021  
Darron\_Gross@shi.com


Inside Sales Managers:  
Texas Gov/MOKA: Kerri Fitzmorris  
732-654-8343  
Kerri\_Fitzmorris@shi.com

Southcentral/West: Bobby Petrucci  
732-658-6072  
Robert\_Petrucci@shi.com

Texas Education: Pat Jaron  
732-654-8104  
Pat\_Jaron@shi.com

**Senior Director of Public Sector Sales**  
Denise Verdichio  
908-884-1389  
Denise\_Verdichio@shi.com

**Director of Inside Sales - Public Sector**  
Yara Ismail  
732-637-7240  
Yara\_Ismail@shi.com



**NORTHEAST**

Regional Director: Barb West  
508-954-4449  
Barbara\_West@shi.com

Inside Sales Managers:  
Northeast: Mike McCaffery  
732-652-6606  
Michael\_McCaffery@shi.com

Northeast/Southeast/East/  
Central/Federal: Terrance Bridgers  
732-652-6598  
Terrance\_Bridgers@shi.com

**EAST**

Regional Director: Rich Pugh  
917-854-5282  
Rich\_Pugh@shi.com

Inside Sales Managers:  
NJ/NY: John Cella  
732-652-7621  
John\_Cella@shi.com

PA/MD/DE/WV/VA: Zeshan Khan  
732-654-8161  
Zeshan\_Khan@shi.com

**SOUTHEAST**

Regional Director: Michael Bench  
352-250-2101  
Michael\_Bench@shi.com

Inside Sales Manager: Jennifer Huseth  
732-658-6286  
Jennifer\_Huseth@shi.com



Denise Verdicchio  
Sr. Director Public Sector  
908-884-1389  
[Denise\\_verdicchio@shi.com](mailto:Denise_verdicchio@shi.com)

Yara Ismail  
Director of Enterprise Inside Sales – Public Sector  
732-537-7240  
[Yara\\_ismail@shi.com](mailto:Yara_ismail@shi.com)

## SM Sled

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

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

## SM SLED, Local Government



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

**Inside Team**  
 Billy Howarth  
 Chris Cabrera  
 David Morrison

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

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

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

**Inside Team**  
 Anthony Risorto  
 Charlie McClelland  
 Chris Costello

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

**NORTHEAST**  
 Lauren Howlin  
 732-564-8505

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

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

**Inside Team**  
 Andrew Baicher  
 Ashley Marfo

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

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

**Inside Team**  
 Bryan Hunt  
 Bryan Thompson  
 Danielle Maloney

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



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

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

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

**SM SLED, Education**

**NORTHEAST**

Lauren Howlin  
732-564-8505

*Higher Education*  
Meredith Chupka

*K-12*  
Dave Alfaro  
John Batista  
Kayla Williams  
Maya Oliver

**WEST**

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

*Higher Education*  
Joseph Nelson  
Michael Gabrael

*K-12*  
Andrew Falzon  
Billy Howarth  
Brandon Malebranche  
Chris Asare  
David Morrison  
Devone Bennett  
Eric Discepolo  
Fernando Correia  
Francesca Lima  
Gregg Cambareri  
Grieg Tan  
Irene Cook  
Joe Burst  
Jonathan Koffler  
Lauren Budzinski  
Mark Harrel  
Nick McManus  
Nick Voelker  
Nicole DePaola  
Pete Garay  
Ryan Csordas  
Steven Torres

**CENTRAL**

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

*Higher Education*  
Michael Farinaro

*K-12*  
Andrew Lee  
Anthony Risorto  
Brittanni Kennedy  
Chris Costello  
Chris Imperiale  
Dan Pestalozzi  
Ian Robinson  
Jean Mombrun

**SOUTHCENTRAL**

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

*Higher Education*  
John Appiah  
Rashi ShahDillard

*K-12*  
Alex Melore  
Andrew Lawler  
Ashley Marfo  
Christina Santos  
Collin Gumbiner  
Gareth Bevan  
Jesse Meyer  
John Firestone

**EAST**

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

*Higher Education*  
Dan Farina  
Kristian Biancan

*K-12*  
Ashley DeLia  
Bobby Hammer  
Bradley Straight  
Carmen Sotomayor  
Chris Bielak  
Cody Dembiec  
Cody Pace

**SOUTHEAST**

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

*Higher Education*  
Edward McGovern  
Jonathan Velez

*K-12*  
Alexis Keresztes  
Alfred Sarpeh  
Bryan Thompson

Justin Chisari  
Michael Rutledge  
Nick Corvino  
Nick Loughlin  
Ross Gerhart  
Roy Colicchio  
Sam Martin  
Stephanie Lane  
Tyler Freidell  
Will Fleming

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

#### SHI Response:

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

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

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

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

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual agency, city, county, township, school district and higher education institution.

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

**SHI Response:**

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

Scott Garrett  
Public Sector Operations Specialist  
[Scott\\_Garrett@shi.com](mailto:Scott_Garrett@shi.com)

Lauren Baines  
Public Sector Marketing Specialist  
[Lauren\\_baines@shi.com](mailto:Lauren_baines@shi.com)

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

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

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

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

**SHI Response:**

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

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

*L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

**SHI Response:**

Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure that the order is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the quote is within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.

Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.





SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871

# Order Confirmation

Sales order **S46482360**  
Order date 10/17/2017  
Customer Account 1008214  
Customer PO 18001750  
Shipping Method ESD  
Customer Reference  
Payment Net 30 Days

**SHI Account Executive** Amelia Jakubczyk  
**SHI Account Manager** Robert DiGiovanni

**Bill To**  
Jennifer Means  
CITY OF MESA  
PO BOX 18795  
AP CENTRAL BILLING  
Mesa, AZ 85211  
United States

**Ship To**  
CITY OF MESA  
59 E. 1ST STREET  
Mesa, AZ 85211  
United States  
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M	Qualys Public Sector Web Application Scanning - Module Price	1	923.20	923.20

Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate Distributor or Manufacturer. The orders are sent electronically and confirmed. All orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point we will reach out to the end user to discuss options.

Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.

Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an advanced shipping notification which will be emailed automatically upon shipping of the product(s). See an example of the ASN below.





## Shipment Notification

Sent from SHI  
Somerset, NJ Office: 1-800-527-6389  
[www.shi.com](http://www.shi.com)

Order Date: 28 May 2014

SHI Order #: S12183345

PO #: 15698

Ship To: Parkside Utility Construction  
219 Ruth Rd  
Harleysville, PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14

Ship Via UPS Ground

Tracking # [1ZX717350309365643](#)

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG <b>Nothing ships for this virtual item</b>	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycom - W7PRO Standard Laptop Image Config/Install SHI CONFIG <b>Nothing ships for this virtual item</b>	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard SN:CNU420CL6R Asset Tag:A2271455	1	1

\* Thank you for your business! \*

\* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. \*

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at [Quality\\_Director@shi.com](mailto:Quality_Director@shi.com)

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.





Federal tax ID: 22-3009648  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871  
Fax: 732-805-9669

Please remit payment to:  
SHI International Corp  
P.O. Box 952121  
Dallas, TX 75395-2121  
Wire information: Wells Fargo Bank  
Wire Rt# 121000248  
ACH Rt# 021200025  
Account#2000037641964  
SWIFT Code: WFBUS6S  
For W-9 Form, www.shi.com/W9

# **Invoice No. B07251775**

Invoice date 10/19/2017  
Customer number 1008214  
Sales order S46482360

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
All returns require an RMA# supplied by your SHI Sales team.

**Bill To**  
CITY OF MESA  
PO BOX 16795  
AP CENTRAL BILLING  
Mesa, AZ 85211  
USA

**Ship To**  
CITY OF MESA  
59 E. 1ST STREET  
Mesa, AZ 85211  
USA  
18001750/Jennifer Means

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/19/2017	Amelia Jakubczyk	18001750	ESD	FOB DEST	NET 30
Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32631458 Q-E-PUB Optl upd via downld Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	0.00	0.00
32745136 Q-E-PUB-VM-M ESD Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631460 Q-E-PUB-VM ESD Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M ESD Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631461 Q-E-PUB-WAS ESD Qualys	Qualys Web Application Scanning--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	463.92	2,319.60
32745132 Q-VS Optl upd via downld Qualys, Inc.	Qualys Virtual Scanner--Annual Subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	923.20	4,616.00





We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting Department to correct.

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can accommodate changes to their preference at any time. Invoices will be sent only after the products have been delivered. Should we get an award, we would like to sit down with each National IPA customer to understand their requirements, typical acceptance procedures, and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications, proprietary systems.

In addition, SHI supports the following Punch-out types:

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

SHI's order entry system, procurement system, and invoicing system are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

*M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

\$\_\_\_\_\_.00 in year one

\$\_\_\_\_\_.00 in year two

\$\_\_\_\_\_.00 in year three

*To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.*

#### **SHI Response:**

Per addendum #2, this information is not required. At this time, SHI prefers not to guarantee sales as we have no history or data with which to accurately determine these numbers. We are open to working with National IPA on forecasts in the future.

*N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

*Detail your strategies under these options when responding to a solicitation.*

**SHI Response:**

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the National IPA pricing and reported to National IPA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to National IPA in this proposal. For this reason we believe that responding with this pricing will be the most widely used strategy (as described in i.). If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to National IPA (as described in ii.). It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement (as described in iv.).

*2. Provide a description of the product lines that can be provided by your firm.*

**SHI Response:**

Currently, SHI collaborates with thousands of Hardware and Software partners and will provide National IPA access to the most extensive IT catalog in the industry. In addition, SHI continually adds vendors and products to our databases to allow our customers the most updated, comprehensive choices possible. We are confident that our flexibility, extensive product offering, and our willingness to evolve along with Public Agencies' changing needs, are unique strengths that SHI happily leverages for National IPA members. We will also reach out to new vendors upon request, or when we identify new technologies that we believe members will want to purchase.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to shift,

and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white boarding, proof of concepts and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.

To help with the selection of product, equipment, and services (whether it be a Laptop, Desktop, All-in-One, Tablet, or other device) the SHI Team provides National IPA members with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as to provide necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing National IPA members to procure the best products for their needs.

National IPA members will benefit from SHI's laser focus on being the best at delivering the products and services it needs, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Because we provide a neutral vendor approach – not valuing one vendor more than any other – and because we use our experience and breadth of knowledge to assist in finding the right technology to meet the specific requirements of your environment, we are confident we are the best choice as your IT Solutions Partner.

SHI included an overview of some of our top partners in our response to section 3.2 Distribution, Logistics we have also included an additional list in the Attachment section of this response. SHI is happy to provide additional information regarding partners or answer questions about procuring a specific product if needed.

### *3. Provide a description of the services that can be provided by your firm.*

#### **SHI Response:**

In addition to an extensive product catalog, SHI offers a full range of services. Outlined below are some of the services SHI will work collaboratively on with National IPA members:

#### **Software Procurement**

- COTS
- Software Volume License procurement/management
- Contract negotiation and optimization assistance

#### **End User Computing**

- |            |                      |
|------------|----------------------|
| • Mobility | • Desktops           |
| • Laptops  | • Systems Management |
| • Tablets  |                      |

- Phones
- Unified Communications

### Datacenter

- Servers
- Storage
- Networking Equipment
- Converged Infrastructure
- Cloud
- Colocation

### Security

- Assessments
- HIPPA Security
- Vulnerability
- Security Posture Review (SPR)
- Penetration Testing
- Social Engineering
- Policy Creation
- Data Protection Solutions and Services
- Firewall/UTM/NGFW Implementation
- DLP/Encryption Implementation
- Video Surveillance

### Lifecycle Services

- Acquisition
- Deployment
- Installation
- Data Migration
- OS Upgrades
- Support
- Recovery
- Integration Services
- Rack and Stack
- Advanced Configurations
- Mobile Device Configurations
- Asset Tagging
- Image Deployment
- Laser Etching
- Activations
- Kitting
- Integrated Add-on Components
- Custom Label and Packing
- Inventory Management

### Connectivity Services

- Voice
- POTS
- Mobility
- UC Hosted PBX
- SIP/PRI
- Network and Data
- Ethernet/Fiber
- Wireless
- SDN
- PTP
- MPLS
- Cable/DSL
- Specialized
- Telecom Expense Management
- Service Provider Assessment

### Microsoft Services

- O365
- Active Directory
- SCCM
- Skype
- Exchange
- SharePoint
- Windows

## Other Services

- Project Management
- Auxiliary Services
- Partner Delivered

In addition to these myriad products and services, SHI can assist with technical evaluation of products as well. Evaluation may include full proof of concepts or simply obtaining evaluation units. In this way, we will enable National IPA members to make the best choices and scope each project appropriately. Beyond just offering competitive pricing for products covered under this contract, SHI will strive to help National IPA members to avoid costs associated with selecting the wrong technology, or with project delays due to incorrect scope. In addition, we will review buying programs and conduct price modeling to ensure that the technology you choose is being procured in the best way possible and at the most aggressive price.

4. *Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.*

### SHI Response:

SHI's Diversity Business Development initiative seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As both a minority owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its own internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs.

SHI International Corp is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). SHI is certified by the New York & New Jersey Minority Supplier Development Council of the NMSDC and recognized by the 24 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC). SHI is also a woman owned business and certified with the Women's Business Enterprise National Council (WBENC) and certified as a MWBE with California Public Utilities Commission (CPUC).

SHI International Corp holds current State Government Certifications in the following states, cities, or counties: Delaware, Indiana, Massachusetts, Missouri, New Jersey, Wisconsin, Virginia, North Carolina, Prince George's County, Maryland, New York City, NY.

In 2004, SHI launched an executive initiative to increase SHI International Corp presence in the minority business community and established a diversity business development program. An executive-level position was created to better meet the expectations of our customers for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully-staffed team dedicated to supplier diversity matters for our clients and vendor partners. Our team manages and distributes just over 175+ diversity spend reports to our clients today (see below). SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network which our internal operational requirements alongside accommodating our clients to meet their specific governmental,

educational and corporate diversity goals. In addition, we sponsor and support annually, on average, over 50 supplier diversity related events which include corporate client-sponsored events that value diversity spend opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

### ***Diversity Spend Client Reporting***

SHI tracks and reports 1st and 2nd tier spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses and makes these reports available to all customers that track such spend. As a 6.8 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2016 Percentage of Diverse Spend

Total Spend	SHI Addressable Spend	SHI Total Diverse Spend	% of Diversity spend
\$6,449,294,928	\$193,478,848	\$104,302,045	53.9%

### ***MBE Partner Network & Initiative***

SHI has an active program to recruit minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses as “Go To” partners for both SHI internal services and Client Services requests. The success of this program is coupled with an executed Partner Teaming Agreement with several minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses, and we actively mentor several seeking to promote them not only internally, but also to other SHI customers. To date, these businesses have gained entrance to several of SHI customers as a direct result of SHI’s referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose to recruit additional “Go To” minority-owned businesses.

### ***Tier II Program***

The growth, development, and mentorship of minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses is a commitment SHI regards as crucial to our major clients’ continued success. Capturing and retaining the loyalty of our clients who value diversity spend is an integral part of our professional services strategy and one which has mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database using qualified certified minority, women, veteran and disabled/small disadvantaged/HUB Zone owned businesses where it complements our major clients overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to a vast number of our major business segment clients. Not only do we provide Tier I quarterly reports to 150+ clients, by customer request, we also provide Tier 2 reporting where the totals reflect a direct link to our customer procuring professional services through subcontract arrangement that is directly tied to the performed service for the client.

SHI understands there is value along with a continued commitment on your organization’s part to help increase your Tier 2 spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. In support of this commitment, SHI International is in partnership with these diversity businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

SHI International Corp continues to remain committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

*5. Describe how your firm proposes to distribute the products/services nationwide.*

**SHI Response:**

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

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

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

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

*6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.*

**SHI Response:**

SHI is not using any subcontractors as part of this contract; however if SHI needs assistance with distribution/delivery processes, SHI has an Elite Partner Network that we call upon for service delivery on occasion. We consider this partner network our "burst" partners for those times when we do not have the SHI FTE to deliver on a project.



SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where they are able to do business. One of our top priorities is confirming that our partners' resources are certified for the work we are subcontracting them to perform. Please note that our practice managers/SAs/Program Managers will be asking for proof of certification as needed.

We will inform National IPA in advance of any subcontractor that we intend to use.

*7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:*

- a. How many orders are processed daily on an average*
- b. How many devices does your facility configure daily on an average*
- c. What is the highest number of orders processed in a single day*
- d. What is the highest number of devices configured in a single day from the facilities described*

**SHI Response:**

As described above, SHI utilizes a network of distributors and partners. SHI's internal procurement team processes an average of 6000 orders per day.

SHI Integration Center, Piscataway, NJ

- 400 orders for configuration, per day.
- 1800 units per day
- 3000+ is the highest number of orders processed in a single day
- Depending on the configuration and device types considered, we have processed orders for over 3000 in a day, and configured over 40,000 units in a month.

On average, our top three distributors process 21,000 orders per day with a max of 36,000 in a day at peak time

*8. State any return and restocking policy, and any fees, if applicable associated with returns.*

**SHI Response:**

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

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

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the City of Mesa customer, who signs and returns the form. To help



simplify and expedite the process, SHI takes care of the rest – processing the Letter of destruction with the Software Publisher.

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

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

*9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?*

**SHI Response:**

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Upon award, we will work with the National IPA members to understand preferences and set up the account accordingly. We can accommodate changes to preferences at any time. An invoice will be sent only after the products have been delivered and accepted by the member. Should we get an award, we would like to sit down with the National IPA and each member to review any additional requirements and provide our recommendations based on best practices with other customers.

*10. Describe your delivery commitment:*

- a. What is your fill rate guarantee?*
- b. What are your delivery days?*
- c. Do you offer next day delivery?*
- d. How do you facilitate emergency orders?*
- e. Are shipping charges exempt for ALL who use this contract?*
- f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.*

**SHI Response:**

SHI relies on our extensive distribution network for the large majority of our shipments. On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

Most products are delivered within 2-5 days of being ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end-user of the exact delivery timeframe expected. Should this change, we will notify the customer immediately upon learning of any changes. We will communicate with the customer however they prefer but typically, communications of this type are done via email. Updates will be provided at least every 24 hours, or on an agreed upon time frame, until the product is delivered.

When there is a delay, SHI will provide any alternatives available. Alternatives may include a different distribution source, comparable products, cancelling the order, or potentially discounting to account for the delay.

Shipments are made Monday through Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before the cut off time

(dependent on time zone). SHI will handle shipping in the same way for any and all National IPA member, regardless of size and location. Standard shipping will be covered but special delivery requirements or expedited shipping may be subject to an additional charge.

If there is ever an issue with delivery, such as the wrong or defective products, the customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the “Request Return Authorization Number” section of the custom IPA website.

*Describe the types of customer service available to agencies that use this contract:*

- a. Is online support available?*
- b. Is phone support available?*
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?*
- d. How are problems resolved?*
- e. What are the location and hours of your call centers?*
- f. What response time is guaranteed when a customer service request is made?*
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?*
- h. Describe in detail your company’s ability to hold/warehouse customers’ orders and if there are any cost associated.*

#### **SHI Response:**

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

The field based Account Executives are responsible for meeting with their customers in person as often as possible and for the overall relationship between the customer and SHI. In addition, they can bring in resources as needed, be it SHI’s own Field Solution Engineers or other subject matter experts or OEM specific resources.

SHI’s Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group totals over 150 professionals and is located in our global headquarters in Somerset, NJ. This team is also aligned to

match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there.

SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. The IAMs all have experience working exclusively with Public Sector accounts and they are regionally assigned support for the customers.

The sales teams can be reached on line via the National IPA custom website or via email/phone.

Upon award, each National IPA member will be provided with information about the account team that is dedicated to support them. Following a support plan for City of Mesa. A similar plan will be put together to IPA members.



## **City of Mesa Support Information**

*City of Mesa Account Executive – Amelia Jakubczyk is the Field Sales Executive responsible for the overall relationship with the City of Mesa. Amelia will be the main point of contact for regular onsite visits, Quarterly Business Reviews, RFP's & Contracts. Amelia's contact information is below:*

**[Amelia\\_Jakubczyk@shi.com](mailto:Amelia_Jakubczyk@shi.com)**

**Office: (303) 723-5256; Mobile: (303) 882-8012**

*Inside Sales Team – The Inside Sales Team is responsible for all daily quotes, orders & customer service requests. Their main goal is to provide customers with World Class Support. The City of Mesa is supported by the following team:*

- Rob DiGiovanni – Inside Account Manager
- EJ Williams – Inside Account Manager
- Jason Mitchell – Inside Account Manager
- Corrin Bennett – Inside Sales Team Manager

**Email: [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com)**

**Toll Free Number: (888) 711-2613**

### **Service Level Agreements (SLA's)**

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
  - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

### **Tracking and Reliability**

SHI is committed to providing World Class Support through reliable tracking and delivery of purchased technology.

- Customers can track their orders on [www.publicsector.shidirect.com](http://www.publicsector.shidirect.com) when supplying two pieces of information unique to their orders, such as their internal PO number and their email address
  - Once online, go to → My Account → Orders and Quotes → Order Status
  - Register your email and choose a password and gain access to your purchased orders
- Customers can also email their Inside Sales Team at [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com) or call (888) 711-2613 for updates
- SHI supports customers across the country with business hours from 8am-8pm EST. with easy access to managers for additional escalation and support

### **Submitting Requests & Path of Escalation**

- New Requests:
  - Email [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com) or call (888) 711-2613
- Follow up on pending items within 24 hours of initial request:
  - Email [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com) AND [Corrin\\_Bennett@shi.com](mailto:Corrin_Bennett@shi.com) Team Mgr.
- Customer satisfaction issues:
  - Email [Corrin\\_Bennett@shi.com](mailto:Corrin_Bennett@shi.com) AND [Alison\\_Turner@shi.com](mailto:Alison_Turner@shi.com)

### **SHI Management Team**

- [Corrin\\_Bennett@shi.com](mailto:Corrin_Bennett@shi.com) – Inside Sales Manager – West Region (732) 652-0335
- [Alison\\_Turner@shi.com](mailto:Alison_Turner@shi.com) – Director of Public Sector West Region (425) 974-5997
- [Robert\\_Petrucci@shi.com](mailto:Robert_Petrucci@shi.com) – Sr. Inside Sales Manager – Public Sector (732) 868-6072
- [Yara\\_Ismail@shi.com](mailto:Yara_Ismail@shi.com) – Director of Inside Sales – Public Sector (732) 537-7240

SHI realizes the need for timely information in order to keep projects moving forward. The first step will be clearly defining SLAs that meet the needs of National IPA members. As requested, SHI has outlined the following SLAs. If awarded, the SLAs will be reviewed and mutually agreeable standards established.



- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
  - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

SHI provides support to our customers between the hours of 8:00AM – 7:00PM in every time zone. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. In addition, your custom web catalog is available 24 hours per day, 7 days per week.

Problems are typically escalated to management for immediate review and action. Customers are provided with a Path of Escalation, to ensure they can engage with management on any pending items or issues which may arise. If customers are unable to locate their Path of Escalation, they can click on the link at the bottom of all IAM email correspondences, which reads "**How was my service? Contact – [Senior\\_Management@shi.com](mailto:Senior_Management@shi.com)**". This will also escalate all issues directly to Senior Management for immediate action.

Once an issue has been escalated, management will set up a call to help get all affected parties on the same page, and follow up with regular updates until resolution.

We are including a sample escalation path for City of Mesa. Each IPA member would receive an escalation path that includes their specific team information.

Escalation Point	Responsibilities	Response Time
Inside Account Managers Rob DiGiovanni, EJ Williams, Jason Mitchell	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executive Amelia Jakubczyk	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager Corrin Bennett	Responsible for the management of the daily activities of the Inside Account Managers.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director Inside Sales Manager Yara Ismail	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI.	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales Alison Turner	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution.
Senior Director of Public Sector Sales Denise Verdicchio	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution.

SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the City of Mesa and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

As part of our customer care, we encourage and actively solicit customer feedback. Our Director of Quality, Bernadette Hunsicker, collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

We have a World Class Support Incentive Program for IAMs who receive positive feedback from customers and partners. IAMs who receive three compliments will receive \$150 to their net pay with unlimited payout potential. Compliments can be sent through the [Senior\\_Management@shi.com](mailto:Senior_Management@shi.com) email or in any form directed at complimenting the IAMs service and support.



SHI can hold inventory of products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer before a purchase is made.

*11. Describe how your company will assist customers in navigating OEM warranty process.*

**SHI Response:**

SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI can offer 3<sup>rd</sup> party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

*12. Describe how your firm will notify customers of new products.*

**SHI Response:**

In addition to aggressive pricing, will provide National IPA members with product and technology expertise to help ensure that you stay up to date on the latest technology changes, product roadmaps, product transitions, and current manufacturer programs. As a successfully functioning partnership is based on communication, SHI proposes scheduling regular review meetings with each customer. The purpose of these meetings will be to discuss all aspects of the partnership including but not limited to the following:

- Product Roadmaps
- Forecasting of Product Requirements
- Future Product and Services
- Industry trends and updates

SHI Account Executives are supported by our Hardware and Advanced Solutions and Software Licensing teams which consists of vendor-dedicated subject matter experts. This team not only ensures that we are delivering the most up to date product and technology information in a timely manner but also that we are providing access to the best pricing, programs, and levels available to National IPA members.

For example, a current trend in education is creating learning spaces that support creativity, collaboration, innovation, and critical thinking. Based on this trend, we provide ongoing facilitation to our sales teams around the latest technology specific to education. Our Account Executives then bring this information to their clients and help engage them in a conversation about how they can make use of this technology in their environment. We bring internal or partner-based resources to their doorstep to talk over product roadmaps and transitions and how these may impact future plans.

We publish content frequently. Our widely read blog (blog.shi.com) features articles about Public Sector focused technology, software publisher licensing programs, and more. Links to some recent blogs are included below:

<https://blog.shi.com/solutions/3-educational-technology-resources-help-new-teacher/>

<https://blog.shi.com/software/what-education-customers-must-know-about-adobes-licensing-changes/>

<https://blog.shi.com/software/microsoft-extends-office-365-proplus-education-benefits/>

<https://blog.shi.com/hardware/classroom-upgrades-high-tech-teachers/>

We have worked in conjunction with the Center for Digital Government and the Center for Digital Education to publish relevant articles such as a Guide to Choosing Digital Content and Curriculum, as well as sponsoring other quality content like the Top 10 Higher Ed IT issues of 2017.

<http://www.centerdigitaled.com/paper/Guide-to-Choosing-Digital-Content-and-Curriculum-41458.html>

<http://www.centerdigitaled.com/higher-ed/Top-10-Higher-Ed-IT-Issues-of-2017.html>

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, product end-of-life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the IPA/City of Mesa. SHI will notify IPA of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.

The screenshot shows the SHI website's News and Announcements page. The header is blue with the SHI logo on the left, a search bar in the center, and navigation links on the right: (0) \$0.00, Commercial, Contact Us, and megan flisakowski. A blue bar below the header says 'Missouri Govt'. The left sidebar has a blue 'About SHI' button and links to About SHI, Awards and Accolades, Contact Us, Green IT, Locations, News and Announcements, Leadership, Events, and Careers. The main content area has a 'News and Announcements' heading, followed by a 'Contract Information' link. Below this is the 'TIPS/TAPS' logo, which includes the text 'COOPERATIVE', 'TIPS/TAPS', and 'PURCHASING SYSTEMS'. Under the logo, it says 'TIPS/TAPS Purchasing Cooperative' and 'Missouri State and Local Government Contracts'. The 'News' section has a heading and two announcements: 'Welcome to our new Checkout system!' and 'SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program'. The second announcement states that SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, offering instant, pre-negotiated savings. A third announcement, 'Preview of new My Home page', states that the MyHome page will be updated soon.

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

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



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

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

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

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

**Custom Events** - SHI will help IPA and City of Mesa coordinate any event that they believe will be beneficial to the participating entities.

*13. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).*

**SHI Response:**

We understand that a standard reaching end of life requires careful planning to avoid disruption. Our customers receive end of life information early via regular and transparent communication. Once a standard is identified as reaching end of life, we will meet with the customer to discuss options. These may include extending warranty through a third party and continuing to use the product, conducting a buy out and using those funds towards procuring new product, or transitioning/migrating to a new solution. We will engage the customer in a strategic planning session to offer all options and help determine the best course of action.

At times, having a product reach end of life presents a unique opportunity to save money. Your Account Team will monitor the lifecycles of your standard hardware. When a product is coming to End of Life, SHI can often purchase the products at substantially lower pricing. Your Account Team will bring these opportunities to the attention of the National IPA customer in order to determine the timing of the specials versus the timing in which the customer is looking to purchase the products. SHI can hold inventory for these products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer to help them make the determination whether an end of life buy-in is an appropriate cost saving measure.

14. *Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?*

**SHI Response:**

Technical support is not handled in the same manner as customer service. Typically, technical support is handled directly by the OEM/Publisher. In these cases, SHI can assist in getting the customer connected to the right person at the OEM/Publisher.

SHI does offer technical support/helpdesk services for an additional fee.

Customers don't always have, on staff, the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal head-count.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.

*Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)*

**SHI Response:**

### **Customer Innovation Center**

The SHI Customer Innovation Center is an 8,000 square-foot secure data center that lets your team evaluate and compare how hardware, software and cloud technologies from various OEMs and providers will perform in your environment.

Compare state-of-the-art equipment from SHI's partners - or ship us your own - to design architecture and test proof-of-concepts while collaborating with your own staff or IT industry experts.

SHI has worked with some of our top partners to help make our vision of an independent, multi-vendor environment with technologies from leading manufacturers a reality. Manufacturers' products that are

part of the SHI CIC today include: HP, Dell, EMC, Cisco, NetApp, Veritas, APC, Tripp Lite, Eaton, Pure, Tintri, Nutanix, Lenovo, VMware, Microsoft, Brocade, qLogic, Emulex.

Customers can participate in:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects.

The CIC is staffed with trained team members who are knowledgeable on the products and the solutions. As technology advances and changes, the SHI CIC will follow ensuring that we have the products and demonstrations that our customers want to see.

When IPA/City of Mesa is ready to evaluate solutions and products, whether it is Virtualization, Cloud Integration, or the latest EUC products, your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

In addition, we coordinate Executive Briefing opportunities for customers as desired. In these cases, we partner with the manufacturers of interest and hold the briefing at their location. For instance, we have hosted customers at the Lenovo's Briefing Center in Raleigh, North Carolina, Microsoft's Briefing Center in Seattle, Washington, and Dell's Briefing Center in Austin, Texas.

## Cloud Solutions

Organizations are moving the cloud faster than ever. Identifying workloads, improving cloud service levels and optimizing cloud performance are all challenges, and SHI has created a variety of services to assist with this transition.

DESIGN AND ARCHITECT CLOUD SOLUTIONS	
<b>PROOF OF CONCEPTS</b> <b>Test, Demo and Evaluate Cloud Platforms or Apps in Alignment with your Business Objectives</b> <ul style="list-style-type: none"><li>• Microsoft Azure Proof of Concepts</li><li>• AWS Proof of Concepts</li><li>• Office 365 Proof of Concepts</li><li>• Google Demo and Testing Environment</li></ul>	<b>CLOUD READINESS ASSESSMENTS</b> <b>Identify &amp; Allocate Cloud Workloads, Aligned to your Business Objectives</b> <ul style="list-style-type: none"><li>• Cloud Readiness Assessments</li><li>• Vendor Specific Planning Assessments</li></ul>

CLOUD COST & PERFORMANCE OPTIMIZATION	
<b>CLOUD OPTIMIZATION SERVICES</b> <b>Insight Into Cost and Usage Trends for Optimal Cost Savings</b> <ul style="list-style-type: none"> <li>• Cost Management Services for AWS</li> <li>• Cost Analysis for AWS</li> </ul>	<b>INFRASTRUCTURE MANAGEMENT SERVICES</b> <b>Architectural and Real-Time Operational Support</b> <ul style="list-style-type: none"> <li>• Cloud Migration Services</li> <li>• AWS Infrastructure Management</li> <li>• Identity &amp; Security Management</li> <li>• AWS Managed Services</li> </ul>
<b>WORKSHOPS</b> <b>Accelerate End User Adoption and IT Staff Efficiency</b> <ul style="list-style-type: none"> <li>• Azure and Office 365 Discovery Workshops</li> <li>• Customer Immersion Experience for End Users</li> </ul>	<b>HEALTH CHECKS</b> <b>Ensure Your Cloud Platform Delivers Value</b> <ul style="list-style-type: none"> <li>• Performance Rightsizing Analysis</li> <li>• Technical Business Reviews</li> </ul>
<b>CLOUD LICENSING SUPPORT</b> <b>Understand BYOL to Maintain Compliance and Reduce Risk</b> <ul style="list-style-type: none"> <li>• AWS Asset Tracking &amp; Auditing</li> <li>• 3rd Party License Guidance</li> </ul>	<b>HELPDESK &amp; TRAINING</b> <b>Training &amp; Support for End Users and IT Staff</b> <ul style="list-style-type: none"> <li>• Azure - Technical Readiness Training</li> <li>• Azure - Instructor Led Training</li> <li>• AWS - Tier 1 and 2 Technical Support and Guidance</li> </ul>

## Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers' needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Each renewal box will contain information relevant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO.

Through this tool we are able to offer National IPA/City of Mesa proactive management of maintenance, warranty, and support plans will save both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the Commonwealth's renewal organizer. Quotes will automatically be sent to the Commonwealth 90 days before the expiration of the service. IPA's and City of Mesa's account team will then actively work with the end user to go over options. Regular follow up will continue until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Following is an example of what a customer can expect to see using the PRO Timeline:



We can accommodate almost any payment method/schedule and will work with the customer to construct a plan that best suits their needs.

## TAB 3 - PRICING FORMS.

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*The cost portion of the Response should include the following criteria:*

- 1. Provide price proposal as requested on the Pricing Document (Attachment A – “National” TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.*
- 2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers’ offers, free goods program, total annual spend, etc.*

### **SHI Response:**

SHI has included the necessary pricing forms as a separate document to our response.

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

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

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

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

In addition, SHI welcomes the opportunity to discuss our price offering for National IPA in more detail, and we are willing to offer alternate pricing models at your request.

## TAB 4 - QUALIFICATIONS. (ABILITIES, EXPERIENCE AND EXPERTISE).

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*The following information should be included:*

1. *Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.*

### **SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

2. *Provide the total number and location of sales persons employed by your firm.*

### **SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response as it relates to our capabilities to support a National Contract. The City of Mesa has a dedicated account team that includes the following team members:

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

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

**Inside Account Managers (IAMS) — Rob DiGiovanni, EJ Williams, and Jason Miller:** SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. There are three Inside Account Managers mentioned above who support City of Mesa; they all have experience working exclusively with Public Sector accounts, and specific experience with Maricopa County.

These three Inside Account Managers report to **Corrin Bennett, Inside Sales Manager**. Corrin has been with SHI for eight years, and has been both an Inside Account Manager and a Sales Operations Manager. Customer service is very important to Corrin, and she is always happy to assist the team as needed.



*3. Provide the number and location of support centers (if applicable).*

**SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

*4. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services*

**SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

*5. Please submit your FEIN and Dunn & Bradstreet report.*

**SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

*6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.*

**SHI Response:**

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

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

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

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

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

We value the relationship with the City of Mesa and look forward to serving the City's needs for years to come.

7. *Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.*

**SHI Response:**

SHI has provided references on Attachment C, which can be found later in this response.

8. *Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.*

**SHI Response:**

Immediately following are the resumes for the SHI team that is dedicated support for the City of Mesa. If necessary, SHI can provide specific account team information for IPA customers.

SHI is providing the following three references for Amelia. Should additional information be needed or references for other team members be required, SHI will be happy to assist where possible.

***Arizona Department of Administration – State of AZ***

Deputy State Procurement Administrator

Terri Johnson

602-542-9122

[Terri.johnson@azdoa.gov](mailto:Terri.johnson@azdoa.gov)

Amelia worked closely with Terri Johnson as the former Contract Administrator for the WSCA SVAR Contract. Amelia had regular cadence calls/onsite visits with Terri to conduct quarterly reviews, provide industry knowledge and assist with any customer related inquiries/challenges. From Terri, "Amelia – was the original point of contact regarding the SVAR contract for AZ starting in 2011. Through her initiative and the focus of SHI corporate, Amelia was able to assist the state through a seamless transition from one contract set to another. Amelia personally took the time to establish points of contact and customer relationships within the State agencies. SHI corporate was instrumental in hiring additional staff as needed to ensure full coverage for the state and its cooperative members."

***Arizona Department of Transportation***

Steve West, CIO

C: 602-690-4209

[swest@azdot.gov](mailto:swest@azdot.gov)

Amelia has worked with Steve West throughout his tenure within Arizona Government, most recently with the Arizona Department of Transportation. Projects include a large HP hardware refresh,

discovering and managing large license agreements and acting as a trusted advisor in the reseller community.

***State of Nevada, Nevada State Purchasing***

Marti Marsh, Purchasing Officer

775-684-0180

[mmarsh@admin.nv.gov](mailto:mmarsh@admin.nv.gov)

Amelia has worked closely with Marti Marsh of the Nevada State Purchasing Office since 2011. During this time Amelia served as the main point of contact on multiple statewide contracts Marti is responsible for: Former WSCA SVAR, NASPO SVAR, NASPO HP, Lenovo, EMC, NetApp, Cisco, etc.

Immediately following are resumes for the City of Mesa Team. Should additional information be needed, SHI will work to provide where appropriate.

# Denise Verdicchio



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## DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

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**Senior Director, Public Sector**

Somerset, NJ

Lead \$1.3B business unit, including team of 6 Regional Directors and 100 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution across North America.

- Collaborate with leadership team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Provide personalized management and information sharing, resulting in creative and innovative environment for SHI team and City of Mesa.
- Develop and implement short- and long-term sales and business plans, as needed.
- Excel to develop, motivate, and team build, ensuring SHI and City of Mesa teams work exceptionally.

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## CREDENTIALS & BACKGROUND

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**SHI**

**Director, East Region SLED**

2013 - 2015

- Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory.
- Managed daily operations in SHI's largest region, representing over \$200M in annual revenue.
- Collaborated with customers to procure and implement software and hardware, system configuration, data-center optimization, cloud computing, IT asset management, and other computer solutions.
- Traveled extensively to client sites to provide in-person client support and drive new business opportunities, teaming with IT vendors and strategic partners.

**Account Executive**

2010 to 2017

NJ State and Local Government

- Developed new business, serviced customer needs, and oversaw daily account management for public sector clients in NJ State and Local Government.
- Collaborated daily with customers to provide information, resolve issues, communicate SHI offerings, and secure quotes through customized procurement systems.
- Negotiated deals, supported customer contracts, and delivered sales presentations to deliver comprehensive IT solutions.

**Account Executive**

1998 to 2010

North Carolina Commercial Accounts

- Orchestrated customized, total IT solutions for Duke Energy, SAS Institute, Wake Forest University, and other commercial accounts in region.

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## EDUCATION & CERTIFICATIONS

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**Bachelor of Arts Degree**

Double Major: Psychology and Sociology  
Honors Graduate

Rutgers College

Certified Microsoft Sales Professional

VMWare Sales Specialist

McAfee Certified Sales Professional



# Alison Turner



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## DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

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**Director, West Region**

Kirkland, WA

**IPA/City of Mesa Primary Contact**

Manage team of field-based Account Executives for City of Mesa

- Collaborate with team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Help to procure software and hardware.
- Manage IT asset and cloud computing as needed.
- Coordinate resources within SHI and City of Mesa to grow and maintain mutually beneficial customer relationships.

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## CREDENTIALS & BACKGROUND

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**Microsoft**

Senior Licensing Sales Specialist

Seattle, WA

2011 - 2013

- Initiated complex software licensing solutions for key Academic customers in the Western U.S.
- Increased account penetration and exceeded sales commitments in excess of \$90 million annually.
- Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts.
- Maintained relationships with partners and customers to ensure successful implementation of strategies.

**Dell**

Senior Regional Sales Manager

Seattle, WA

2007 to 2011

- Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts, including state, local, and education customers.
- Recruited, coached, evaluated, and managed staff of up to 15 field account executive.
- Coordinated software proposals.
- Aligned efforts with other Dell departments to secure trust and engagement with state government and education IT initiatives.

**ASAP Software**

Director, State & Local Government and Education

Seattle, WA

2001 to 2007

- Helped state and local government and education customers develop RFPs and acted as Project Manager for major software proposals. Generated over \$100 million annual revenue for State & Local and Education sector.

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## EDUCATION & CERTIFICATIONS

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**Master's in Business Administration**

Marketing Concentration/Ranked top 10%

Washington University

1993

**Bachelor of Arts/Marketing Major**

Kansas State University

1991

Microsoft Certified Personnel

2011

SHI Chairman Club

2015

Microsoft Circle of Excellence

2013

Dell Rewards & Recognition Program Silver Award Recipient

2011







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DESCRIPTION OF WORK &  
PROFESSIONAL EXPERIENCE

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**Public Sector Account Executive**

Denver, CO

**IPA/City of Mesa Primary Contact**

Develop partnership with City of Mesa to service needs and oversee daily account management for the City. Engage daily with customers to provide information, resolve issues, communicate SHI offerings, and enable access to secure quotes through customized procurement systems.

- Maintain the NASPO SVAR Contract in Nevada for State & Local Government.
- Successfully manage multiple NASPO and local contracts both in Arizona and Nevada.
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within an organization.
- Act as an advisor for customers to determine the best value for their needs.

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CREDENTIALS &  
BACKGROUND

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**SHI International Corp.**

Services Executive, West Region

2009 - 2010

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Supported Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

**TEKsystems, Inc.**

Westminster, CO

2004 to 2009

**Senior Technical Recruiter**

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

**Corporate Trainer**

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

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EDUCATION & ACTIVITIES

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**Community College of Denver**

Denver, CO

1998

**Affiliations** - Sponsor and member of Denver Java User Group, Boulder Java User Group

**Professional Development** - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified

2009/2014

McAfee Sales Professional Certified

2010





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DESCRIPTION OF WORK &  
PROFESSIONAL EXPERIENCE

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Director of Enterprise Inside Sales/Public Sector

Somerset, NJ

Collaborate with Senior Management on strategy and focus to increase participation in department initiatives. Promote world-class support to City of Mesa and internal support teams; enhance SHI tools and applications through collaboration with internal development teams.

- Align with Outside Sales team to initiate new relationships within IT industry.
- Drive growth of profitability for SHI and City of Mesa, identifying opportunities for development of internal tools and applications.

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CREDENTIALS &  
BACKGROUND

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SHI Public Sector

Senior Inside Sales Manager

2009 - 2017

- Managed SHI Public Sector Inside Sales Division, setting new initiatives for team while maintaining world-class support for customers.
- Maintained support and coverage for customers while managing territories.
- Acted as point of escalation for customers and public sector directors to help resolve issues and support team.
- Collaborated with internal teams to create new tools with added functionality for customers.

Inside Sales Manager

2005 to 2009

GSA Administrator

- Trained and managed 6 Public Sector Inside Sales Teams, creating healthy work environment and incentive programs.
- Created proposals and modifications to SHI's GSA schedule.
- Passed annual GSA Audits for continued contract renewal.

Inside Account Manager

2004 to 2005

Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Ekornes, Inc.

2001 to 2004

Customer Service Representative/Lead Trainer

- Provided clients with exceptional service and support while managing group of accounts; promoted to Lead Trainer for Customer Service Representatives in 2003.

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EDUCATION &  
CERTIFICATIONS

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Bachelor of Arts Degree  
Political Science

Rutgers College

2002



# Corrin Bennett



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## DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

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### Inside Sales Manager

Somerset, NJ

- Provide support and guidance to City of Mesa sales team.
- Arrange and schedule necessary training for IAMs.
- Monitor and review employee performance.

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## CREDENTIALS & BACKGROUND

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### SHI SLED

#### Sales Operation Manager

2014 - 2017

- Assisted management with academic and local government initiatives.
- Collaborated with sales team to manage efficient processes.
- Supported implementation of new policies and procedures.

### Inside Account Manager

2009 to 2014

- Represented SHI as central point of contact for customers.
- Provided outstanding customer service and support.
- Acted as liaison between Account Executives, customers, and SHI internal departments.

### Inside Account Manager

2004 to 2005

#### Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

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## EDUCATION & CERTIFICATIONS

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### Bachelor of Arts Degree Communications

Rutgers College

2008





Ernest Williams  
Robert DiGiovanni  
Jason Mitchell




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**DESCRIPTION OF WORK &  
PROFESSIONAL EXPERIENCE**

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**Inside Account Managers**

Somerset, NJ

Working with our tenured management supervisors, our team builds successful relationships with the City of Mesa team and internal support teams; we work collaboratively to provide immediate customer support for any pending issues or concerns. Manage Microsoft licensing agreements and Adobe licensing agreements, as well as contracts including WSCA, PACE, and E&I.

- Manage and maintain over 100 public sector West Coast accounts successfully, including SLED accounts in AZ, CO, OR, and NV, and other states.
- Help negotiate prices, terms of sales, and service agreements for City of Mesa.

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**COMBINED CREDENTIALS &  
BACKGROUND**

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**Central Moving Systems**  
Relocation Services

2013 - 2015

- Provide exceptional quality and standards for corporate and residential moving processes.
- Conducting warehouse packing and unpacking.

**RWJ Health & Wellness Fitness Centers**

2012 to 2013

Sales Intern, Summer

- Supported customer scheduling and other services, providing one-on-one attention.
- Conducted cold calls to increase gym memberships and revenue.

**Professional Proficiencies**

- Microsoft Office - Word, Excel, PowerPoint
- Salesforce
- AX

**Academic Experience**

- Excelled in courses specializing in Leadership and Management skills
- Focused studies in Marketing and Finance, exploring economic trends, sales management, accounting, computer skills development, and professional communication.
- Business Economics Minor

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**COMBINED EDUCATION &  
CERTIFICATIONS**

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**Bachelor of Arts Degree**  
Communication Studies

West Virginia University

2013

**Bachelor of Science Degree**  
Exercise Science and Sports Studies

Rutgers University

2014

**Bachelor of Arts Degrees**  
Economics  
Political Science

Rutgers University

2017

9. Provide information regarding if your organization ever failed to complete any work awarded.

**SHI Response:**



We are proud to report we do not have any failed projects. With each project we strive to do our best, and although we realize perfection is rare, we work closely with our customers to review and discuss how we can improve our processes, products, and services to help ensure our continued evolution and success.

*10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*

**SHI Response:**

SHI has not been involved in litigation, bankruptcy, or reorganization.

## TAB 5 – TECHNOLOGY.

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1. *Describe your website and the ease-of-use for customers to perform the following types of tasks:*
  - a. *to search for products*
  - b. *to find alternate products (if a certain product is not available)*
  - c. *to perform side-by-side price comparison of products*
  - d. *to order products*
  - e. *to track order status, to include backordered items*
  - f. *to determine when an item was received and who received it*
  - g. *to restrict/block the ordering of certain line items and to restrict/block the ordering of groups*
  - h. *to create approval paths/levels for orders, to include creating an approval path for restricted items*
  - i. *to create a “favorites” list or subscribed purchases other personalized list of frequently ordered items*
  - j. *to create a “shared” list for an agency to use*
  - k. *to obtain online customer service*
  - l. *to receive online training*
  - m. *to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)*
  - n. *to track their budget for purchases*
  - o. *to generate reports*

### SHI Response:

SHI's ecommerce site was developed in house. As such, it is one of the most flexible tools in the industry. In addition, we offer approval routing that allows for one user to create and send a quote to another user for approval. Also, quotes that are requested via email, fax, or phone can be published by the Inside Account Managers to the ecommerce site for visibility and future reference.

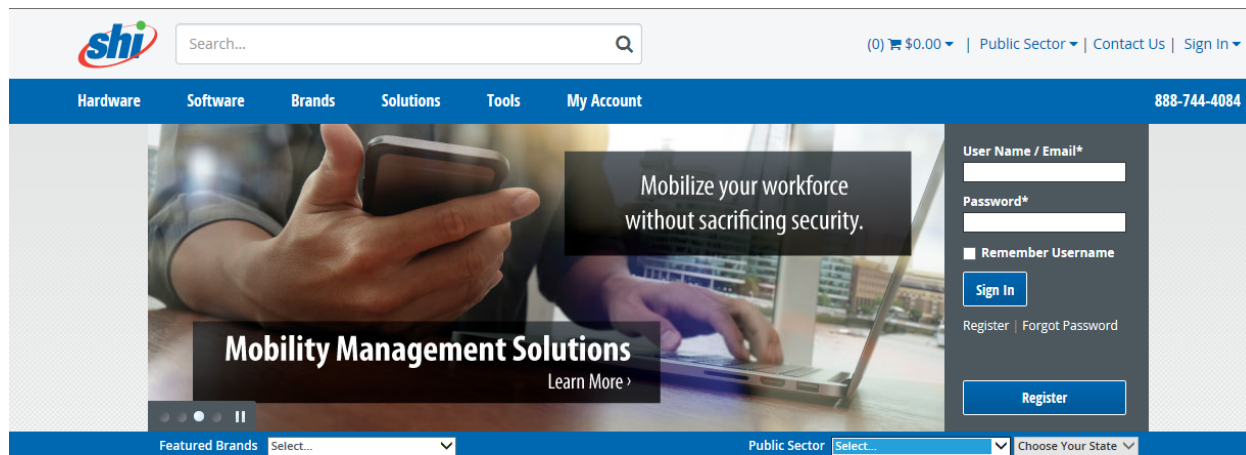
While the master catalog will be available to all participating entities, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs. Custom catalogs are built based on input from the customer's IT standards groups, via the definition of base systems and permitted options, and licensing programs.

SHI.COM Public Sector catalog (<https://www.publicsector.shidirect.com/>) is a public walk-up site and requires no password. It has been available to the public for over 16 years. SHI hosts a public page for each individual state and vertical. In addition to the public site link, SHI will provide City of Mesa a custom e-commerce site. This personalized, password-protected site is accessible only to authorized users, determined by City of Mesa. The City's web portal will display only the products and other website requirements that are part of this contract.

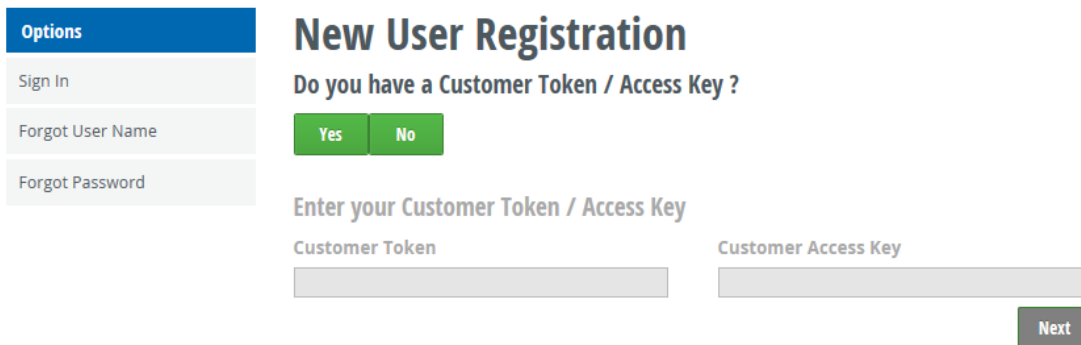
SHI's web-based procurement platform provides the latest in functionality and the best in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with your own current procurement systems,

SHI.COM provides the functionality and customized user experience needed to manage IT procurement workflow.

If awarded, SHI's web administration team will work with the key stakeholders at City of Mesa to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.



Above is a sample screenshot that shows what the City's custom e-commerce site might look like. Upon receipt of contract, your site will be configured to fit all of the contract requirements. If the City wishes to view this site please go to <https://www.publicsector.shidirect.com/>, select "Sign in" on the top right hand side of the public site. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.



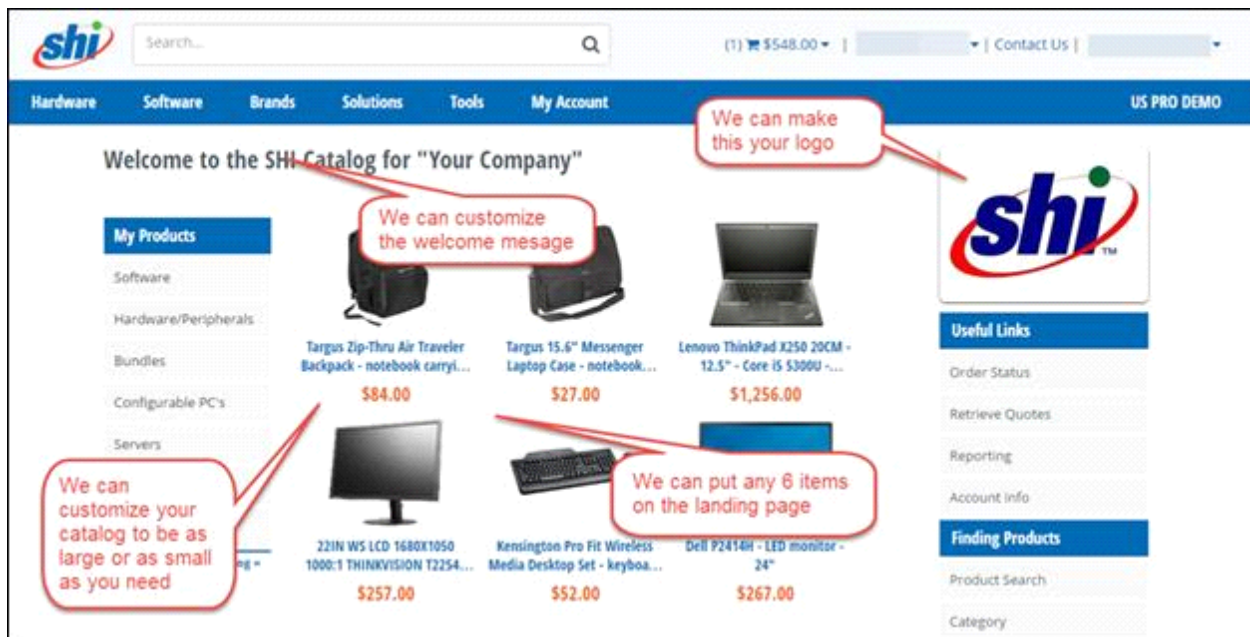
You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer's level

of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

## Your Catalog

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



After log on, the customer can search by using a variety of criteria:

- Keyword search
- Browse manufacturers
- Browse by product category and type

**Search Results**

Showing 1 - 20 of 2169 Results per page: 50 Sort By: Best Match

**Filter By Keyword**

Search Clear

**Category**

- Hardware
- Printers, Scanners, and Supplies
- Printers

**Manufacturer**

- ASUS (10)
- Brother (111)
- Canon (90)
- Datamax (276)
- Epson (134)

**Refinement Callouts:**

- Type keywords or part numbers into the search box. The site will provide suggestions.
- Filter your search results by keyword.
- Refine your search results by manufacturer, MSRP, or product-specific criteria such as diagonal size for monitors or printing speed for printers.

Product	MSRP	Price
Lexmark MS315dn - Printer - monochrome - laser	\$609.00	\$484.00
Lexmark MS315dn - Printer - monochrome - laser	\$609.00	\$564.00
Lexmark MS315dn - Printer - monochrome - laser	\$609.00	\$1,162.00
Lexmark MS315dn - Printer - monochrome - laser	\$609.00	\$291.00

## Commonwealth Standards

**Welcome to the SHI Catalog for "Your Company"**

**My Products**

- Software
- Hardware/Peripherals
- Bundles
- Configurable PCs
- Servers
- Tablets (Config)
- Config Test

**Product Callouts:**

- You can also access this area by clicking Tools > Favorites
- We can put your company standards under My Products. The folders can be customized to group products together based on your preferences

Product	Price
Targus Zip-Thru Air Traveler Backpack - notebook	\$84.00
Targus 15.6" Messenger Laptop Case - notebook	\$52.00
Lenovo ThinkPad X250 20CM - 12.5" - Core i5 5300U - ...	\$1,256.00
22" W5 LCD 1000:1 THINKVISION T2254...	\$257.00
Media Desktop Set - keyboar...	\$52.00
Dell P2414H - LED monitor - 24"	\$267.00

**Useful Links**

- Order Status
- Retrieve Quotes
- Reporting
- Account Info

**Finding Products**







- Product Search
- Category




The screenshot shows the SHI Corporate Standards web application. The interface includes a top navigation bar with the SHI logo, a search bar, and links for account management. A left sidebar contains a 'My Favorites' section and a 'Corporate Standards' section with expandable categories like 'Hardware/Peripherals', 'Bundles', and 'Configurable PCs'. The main content area is titled 'Corporate Standards' and features a table of products. Red callout boxes provide instructions: one points to the hamburger menu icon in the sidebar, another points to the 'Favorites Help' link, a third points to a product name in the table, and a fourth points to a truck icon in the table's availability column.

**Callouts:**

- Click the hamburger menu to view the available groups in a pop out menu
- Please review the Favorites Help document for more detailed information
- Click on the product name to view more details for an item
- Click the truck icon to view real-time inventory

Product	Price	Part #	Availability	Quantity
<input type="checkbox"/>  Targus 15.6" Messenger Laptop Case - notebook carrying case	\$27.00	15206408		1 
<input type="checkbox"/>  Targus Zip carrying b... notebook		836572		1 


## View Product Details



(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...



Category: Notebook computers

Product Pricing: **\$1,256.00**

Availability: 


Quantity to Order:

[Add to Cart](#) [Add To My Favorites](#)

[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



TopSeller Onsite Warranty - extended service agreement - 3 yrs - on-site

**\$74.00**



PRO DOCK -90W FOR THINKPAD

**\$205.00**



Case Logic 14" Laptop Backpack - notebook carrying backpack

**\$37.00**



Kingston SSDNow V300 - solid state drive - 240 GB - SATA 6Gb/s

**\$79.00**

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

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

Check real-time inventory

Scroll to see more item details and specifications



## Add Products to the Shopping Cart

From here, a user who has not yet logged in can manage the items in the shopping cart, continue to shop, or finalize the purchase (if the user clicks “checkout”, SHI.COM requires the user to log into the system). If the user has logged into SHI.COM, he is presented with the additional options to save the items as a quote or to send the shopping cart to your SHI Sales Team to obtain an “official” SHI quote.

The screenshot shows the SHI.COM shopping cart interface. At the top, there is a search bar, a cart summary showing (2) items for \$1,522.91, and a 'Contact Us' link. Below this is a navigation bar with links for Hardware, Software, Brands, Solutions, Tools, and My Account, along with a 'US PRO DEMO' button. The main content area displays the shopping cart with the message 'Your recent changes are highlighted.' and 'There are 2 item(s) in your shopping cart'. The cart table lists two items: Adobe Acrobat Standard DC 2015 - license and Lenovo ThinkCentre M73 10B6 - SFF. The subtotal is \$1,522.91. To the right of the cart is a 'Shopping Cart Actions' panel with buttons for Update, Undo, Remove All, Send Cart, and Save as Quote. A 'Check Out' button is located at the bottom right. Three red callout boxes provide instructions: one points to the configuration options for the Lenovo item, another points to the 'Save as Quote' button, and a third points to the 'Check Out' button.

Search...

(2) \$1,522.91 | Contact Us

Hardware Software Brands Solutions Tools My Account US PRO DEMO

Your recent changes are highlighted.

There are 2 item(s) in your shopping cart SubTotal: \$1,522.91

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	\$974.91	1	\$974.91	✕

Shopping Cart Actions

- Update
- Undo
- Remove All
- Send Cart
- Save as Quote

Check Out

Click the arrows to view the options you selected for your configured system

You can save your cart as a quote

Click here to begin Check Out

## Saved Quote

The saved quote remains valid on SHI.COM for thirty days. At any time within those thirty days, the user can change/add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.

**Quote List**

Quote #:  Email:

View all quotes for: Myself

**Quote Details**

Quote #: 1135818  
Quote Name: test  
Created Date: 4/8/2016 5:20:00 PM  
Expiration Date: 4/30/2016  
Total: \$17.45  
Comments:

Contact:   
Company:   
Email:   
Phone:   
Fax:   
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

## Configuring a System

The process of selecting and configuring a product begins when the user clicks a configurable system in Search Results or within featured products. The systems are displayed with a picture, summary of its characteristics, and price before adding options. SHI.COM presents all products in the same fashion, with consistent groupings of options by category.

**Configurable PC's** Favorites Help

[Add to Cart](#) [Select All](#) [Deselect All](#) [Grid](#) [List](#) Sort By: Most Recently Added

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

The blue wrench indicates that a product is a configurable system

**shi** Search... (1) \$548.00 [Contact Us](#) US PRO DEMO

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

[Help us improve search](#)

**Search Results**

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

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

The blue wrench also appears on the search results page

## Customize the System

Prior to adding the product to the Shopping cart, the user is brought given the option to configure the base system with options designated as acceptable by the City of Mesa. The user simply clicks on the options he wants included in the final product.

As options are selected, SHI.COM updates the general availability of each configuration based upon the availability of each component. As the user adds and removes components to the base system, SHI.COM calculates an estimated time to ship to the user. SHI.com also tells the end user what selected component is contributing the longest lead-time. This is designed to allow the end user to make informed decisions based upon their particular needs: for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine.

The screenshot shows the SHI.COM website interface for configuring an HP ProBook 640 G1. The top navigation bar includes links for Hardware, Software, Brands, Solutions, Tools, My Account, and a US PRO DEMO button. The main heading is "HP ProBook 640 G1 - 14" - Core i5 4310M". Below this is a product image of the laptop and a list of specifications: HP ProBook 640 G1 - 14", Core i5 4310M, Windows 7 Pro 64-bit / Windows 8.1 Pro downgrade, and 8 GB RAM - 320 GB HDD. To the right, the pricing is shown: Base System Price: \$815.00 and Price as Configured: \$1,570.00. A quantity selector is set to 1, with "Add to Cart" and "Print" buttons. Below the product image, there are sections for "System Options", "Configuration", "Warranty", and "Options". The "Configuration" section includes items like "Image for Laptops" (+ \$19.00), "PC Configuration: Asset Tagging & Reporting" (+ \$3.00), "PC Configuration: Custom BIO Adjustments" (+ \$6.00), and "Custom Configuration: HDD Encryption" (+ \$12.00). The "Warranty" section shows "Electronic HP Care Pack Next Business Day" (+ \$593.00). The "Options" section includes "HP 2012 90W Docking Station" (+ \$122.00), "C2G Cat5e Snagless Unshielded (UTP) Network Patch Cable" (+ \$), and "Acer V246HLBD - LED monitor" (+ \$136.00). Three red callout boxes highlight key features: "We can customize the description and specifications" points to the product title and specifications; "Additional items can be required or optional based on your standards" points to the configuration options; and "Price as Configured will update as options are selected" points to the price update mechanism.

## Checkout Process

SHI provides an easy to use Checkout Process that can be customized to your specifications:

- Users can save addresses to an address book for easy selection of the appropriate ship-to address
- Custom Data Collection—we will create fields where we can collect the information you need about the purchases your employees make—department, project code, cost center, etc.
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase

- See the freight and estimated taxes based on the shipping address entered

Required Ordering Information (\* Denotes required fields)

\*Shipping Address: SHI  
290 Davidson Avenue  
SOMERSET, NJ 08873  
United States  
Add A New Address

\*Division: Corporate  
Manufacturing  
Sales

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

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

Back Continue

Your Shopping Cart  
Lenovo ThinkCentre M73 1086 - SFF  
Price: \$974.91  
Quantity: 1  
Total: \$974.91  
Total: 1 Item: \$974.91  
Excludes tax and shipping costs.

(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

Back Finish

Your Shopping Cart  
Adobe Acrobat Standard DC 2015 - license  
Price: \$274.00  
Quantity: 2  
Total: \$548.00  
Lenovo ThinkCentre M73 1086 - 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

If additional information needs to be captured with each hardware purchase. Therefore, SHI has designed an "interview page" in which SHI can collect all of the pertinent information. The interview page will be completely customized to collect the information as required by the City of Mesa. If additional information isn't required, this step would be skipped in the order process.

Required Ordering Information (\*) Denotes required fields)

\*Shipping Address: ☐ SHI HQ  
290 Davidson  
SUITE 200  
SOMERSET, NJ 08873  
USA [Edit](#) [Delete](#)

☐ SHI  
1301 S. Mopac  
100  
AUSTIN, TX 78746  
USA [Edit](#) [Delete](#)

[Add A New Address](#)

PO Number:

\*Division: ☐ Corporate  
☐ Manufacturing  
☐ Sales

\*Cost Center:

End User Information  
\*End User Name:

\*End User Email Address:

\*End User Phone:

[Back](#) [Continue](#)

[Products](#) [Careers](#) [Terms and Conditions](#) [Privacy](#) [ISO 9001](#) [Feedback](#)

[f](#) [t](#) [in](#) [RSS](#)

© 2013 SHI International Corp. All Rights Reserved. This site is owned and controlled by SHI for the sole use of its customers.

**Your Shopping Cart**

InterBase 2007 SMP Server Edition - license	
Price:	\$1,248.00
Quantity:	1
Total:	\$1,248.00
Lenovo ThinkPad T430	
Price:	\$996.75
Quantity:	1
Total:	\$996.75
Total:	2 Items \$2,244.75
Excludes tax and shipping costs	

Questions can be purchased using order (does not need cash to be sent, and not sent home)

Users can save address to their profiles

When the user has completed the interview page, SHI will then request the ship to address and any additional Email addresses for employees who should receive notices regarding this order (i.e. order acknowledgment, ship notification, etc.)

## Approval Routing

Only authorized users will be able to submit orders on SHI.com. However, if the City of Mesa would like to allow agencies to request products, but not to place orders, SHI has support for approval routing through SHI.com. Using our approval routing, end user can select the products they wish to purchase and submit their selection as a requisition. With support for as many levels of approval routing as required, SHI.com will forward the requisition to the appropriate people to obtain approval.

Once the order is approved, the requestor (and anyone else listed to receive notices) will receive an Email stating that the requisition has been approved and will be processed at SHI. At this time, the order will upload into SHI's internal order processing system.

## Order Status

Obtain order status information and tracking details for the orders that you process with SHI. SHI.com provides a wide range of search options to quickly and easily locate the order in which you are interested.

[Quick Order Search](#)

Search for:

Placed By:

Open and Recently Shipped Orders  
Open and Recently Shipped Orders  
Orders Placed in last 6 months  
Order Number  
Date Range  
PO Number  
Serial Number  
Invoice Number

Order Number	Ship To Name	Total	Status	Items



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	SHI-GS CONTACT TEAM	1130.00	Invoiced	• 36A Black Cartridge Forlaserjet P1005 Dual Pack
GS00102473	1/22/2014	15835	SHI-GS CONTACT TEAM	1130.00	Invoiced	• HP - Toner cartridge - 1 x yellow - 8000 pages • HP - Toner cartridge - 1 x magenta - 8000

The following demonstrates the tracking details available.

Order #: GS00103592  
Order Date: 1/29/2014

Order Status: Invoiced  
Customer PO: 15943  
Total: 1130.00  
SHI-GS Contact: Your Account Team  
User Name: [redacted]

Ship To: [redacted]  
Bill To: [redacted]

Invoices

Invoice #	Invoice Date	Total
GB00101597	1/30/2014	1130.00

Line Item Status

SHI-GS Part	Item	Unit Price	Qty Ordered	Qty Remaining	Extended Price
22601098	36A Black Cartridge Forlaserjet P1005 Dual Pack Mfr Part #: CB436D	113.00	10	0	1130.00

Shipping Status of Your Items

Shipment 1

SHI-GS Part	Mfr Part #	Description	Qty Remaining	Qty Shipped	Tracking #
					038055797250421 FedEx 1/29/2014

Click to view tracking details without leaving SHI.COM

Shipment Tracking Info FedEx

Tracking #: 038055797250421  
Status: Delivered  
Delivered On: 1/31/2014  
Delivered To: CLUTE, TX  
Estimated Delivery Date: --  
Signed By: SSTEVE

Location: --  
Shipped On: 1/29/2014  
Service Type: FEDEX\_GROUND  
Weight: 22.0 LB  
Reference: --

Date And Time	Status	Location	Comments
1/31/2014 2:06 PM	Delivered (DL)	Clute, TX US	
6:47 AM	On FedEx vehicle for delivery (OD)	HOUSTON, TX US	
6:36 AM	At local FedEx facility (AR)	HOUSTON, TX US	
1/30/2014 10:21 AM	Departed FedEx location (DP)	MEMPHIS, TN US	
12:48 AM	Arrived at FedEx location (AR)	MEMPHIS, TN US	
1/29/2014 9:17 PM	Picked up (PU)	MEMPHIS, TN US	
7:43 PM	Shipment information sent to FedEx (OC)		

View Proof of Delivery  
Close

Order details with tracking data per shipment



Within the City's dedicated page, authorized users can:

- Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The agency should be able to save the price quotation as a .pdf document
- Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and "refreshing" product prices
- Re-save price quotation following modifications
- Print price quotation
- View quotes that were originally requested via email, fax, or phone and created by the Inside Account Team.

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer's organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire City of Mesa contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or if the City of Mesa that wants to understand statewide purchasing trends, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report today via the State's ecommerce site today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

The City of Mesa and IPA can identify Procurement Officers or others that can be granted a higher level of access, allowing them to run reports and view activity across authorized users.

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

The SHI eCommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, David Rounds will work with the customers to determine the program and schedule that would work best for them. SHI will also work with the City of Mesa to define and establish an Employee Purchase Program. We will create a separate and secure site for employees to purchase products at the State contract prices.

2. *Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.*

#### SHI Response:

If the City wishes to view this site please select "Sign in" on the top right hand side of the public site, <https://www.publicsector.shidirect.com/>. A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.

**Options**

- Sign In
- Forgot User Name
- Forgot Password

## New User Registration

Do you have a Customer Token / Access Key ?

**Yes** No

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

**Next**

You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

*3. Describe any national awards and/or other recognition that your website has received.*

**SHI Response:**

While we take pride in the design and usability of our website, our primary focus is always on the needs of our customers rather than on external recognition. With that in mind, we are extremely proud that this year alone we have won 10 awards for exceptional service in three distinct categories: partnership, supplier, and employer – including the prestigious Citi Lean Partner Award and Microsoft US Public Sector 2017 Partner of the Year – largely in part because of the efforts and dedication our team puts toward our public and partner/procurement websites. Our success as a partner in the Public Sector, in fact, stems from the personalized procurement websites, standard with most SHI contracts, which allow authorized end-users a vast selection from standard configurations and peripherals, as well information to ensure successful installations. These custom, procurement websites provide customers with all service catalogs, approved hardware configurations, and inventory databases, which in turn allow our customers to procure the best products and product support for their needs.

*4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?*

**SHI Response:**

The website is available 24 hours a day. Downtime is minimal and if a major system repair is necessary SHI works to schedule it at a time that will be of least inconvenience to our customers. We will also notify customers of any planned downtime in advance.

*5. Does your website offer real time product availability?*

**SHI Response:**

Yes. Please see the information provides above regarding our website for a complete overview.

*6. How does your company leverage your website to inform customers of the additional savings that may be available?*

**SHI Response:**

SHI can customize our web page to include any information that National IPA/City of Mesa would like to see. In this case, we can publish additional savings opportunities for specific products on the home page of the catalog or highlight products that have savings opportunities within the catalog itself.

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, end of life information, support information, or promotions, webinar or special event

invitations, and other industry news that will be of interest to City of Mesa. SHI will notify City of Mesa of any information before it gets posted.

The contents of SHI's web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information, availability, and pricing; ensuring that contract users are always accessing the latest products and at the correct price.

*7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?*

**SHI Response:**

SHI acknowledges this requirement and can comply.

SHI will acknowledge all orders received within 2 hours of receipt. All orders will be placed within 24 hours of receipt. Upon placement, the end user will receive an order placement acknowledgement via email. A sample of that is included below. We can customize the information on the order acknowledgement email and can include any and all information required by the State.



SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871

## Order Confirmation

Sales order **S46482360**  
Order date 10/17/2017  
Customer Account 1008214  
Customer PO 18001750  
Shipping Method ESD  
Customer Reference  
Payment Net 30 Days

**SHI Account Executive** Amelia Jakubczyk  
**SHI Account Manager** Robert DiGiovanni

**Bill To**  
Jennifer Means  
CITY OF MESA  
PO BOX 18795  
AP CENTRAL BILLING  
Mesa, AZ 85211  
United States

**Ship To**  
CITY OF MESA  
59 E. 1ST STREET  
Mesa, AZ 85211  
United States  
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downlo Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software	1	923.20	923.20

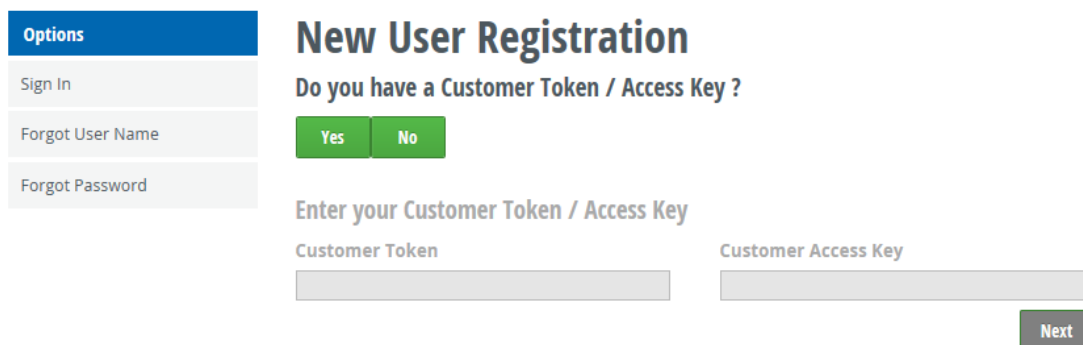


*Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?*

**SHI Response:**

Yes self-registration is available. Customers can go to <https://www.publicsector.shidirect.com/> and then follow the instructions below.

A customer will select “Sign in” on the top right hand side of the public site. A drop down box will appear. Click “Register” to be directed to the new user registration page seen below.



If a customer has token, they can enter it. If not then when they select No, they will be taken to another site to register. Once you enter, you will be asked to create a user name and password. Once complete you will be directed to the site.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer’s level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.


8. *Describe if your website can be customized for an agency’s specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.*

**SHI Response:**

SHI acknowledges this requirement and can comply.

SHI can and will add relevant content to the website on a regular basis. This may include logos, product announcements, end of life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the City. SHI will notify the City of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.




(0) \$0.00 | Commercial | Contact Us | meghan.flisakowski

Missouri Govt

**About SHI**  
About SHI  
Awards and Accolades  
Contact Us  
Green IT  
Locations  
News and Announcements  
Leadership  
Events  
Careers

## News and Announcements

### Contract Information



TIPS/TAPS Purchasing Cooperative

[Missouri State and Local Government Contracts](#)

### News

[Welcome to our new Checkout system!](#)

[SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program](#)  
SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, a program offering instant, pre-negotiated savings.

[Preview of new My Home page](#)  
The MyHome page in the site will be updated soon.

9. Describe the types of online reporting that are available. Is customized reporting available?

#### SHI Response:

SHI fully understands your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by department or local government entity and then SHI groups the ordering units to the statewide level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the State Level, the Agency Level, and /or per individual customer. We are pleased to offer both standard and customized reports to the State, in addition to the required reporting above.

All reports can be set up on a subscription basis and will be delivered automatically daily, weekly, quarterly etc. In addition, the State will have a dedicated account team that will be able to review and discuss purchases and reporting whenever there is a need.

These standard reports provide an overview of your purchases from SHI. Our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.



- [illegible]

### SHI Response:

If it has been longer than 30 days, SHI will make a best faith effort to accommodate the return.

Software Publishers may require that a letter of destruction be filled out and signed by the customer. In these cases, SHI would provide the form to the end user and request that they sign and send back. SHI will then handle processing with the Publisher. Once the valid return is received by SHI we will credit the invoice. If a replacement order is desired we will work with the end user to get that process started before the return is received to increase efficiency.



Should the City have any issues or questions with a product return, they can contract their Account Team for assistance.

For an online return, customers will access the Order Details page and complete the requested information as shown in the screen shot below.

\*Name:

\*Email Address:  
 This field is required.

\*Order Number:

PO Number:

\*Mfr Part #:

SHI Part #:

\*Quantity:

\*Reason For Return:

Further Explanation:

\* Has package been opened?:  
☐ Yes ☐ No ☐ Don't Know

\*Has product been used?:  
☐ Yes ☐ No ☐ Don't Know

\*Is product in original condition?:  
☐ Yes ☐ No ☐ Don't Know

Submit Request

Back to Order Details

*11. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?*

## SHI Response:

### Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. These systems includes a wide range of applications and proprietary systems.

In addition, SHI supports the following Punch-out types:

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

*12. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.*

**SHI Response:**

New functionality and technology is continuously being evaluated and updated as customer needs evolve. The same holds true for our overall website design. SHI also listens closely to our customers and their feedback regarding the use of the site and we strive to incorporate those changes.

## TAB 6 - OTHER FORMS.

---

*The following forms should be completed and signed:*

- 1. Vendor Information form*
- 2. Exceptions & Confidential Information form*
- 3. General Questionnaire form*
- 4. Lawful Presence Affidavit*
- 5. Respondent Certification form (Offer and Acceptance)*
- 6. Respondent Questionnaire*
- 7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)*

### **SHI Response:**

Immediately following are the forms that were requested as part of this RFP. SHI agrees to provide any additional forms if necessary as part of a final award.

**REQUIRED RESPONSE FORMS****VENDOR INFORMATION**Company Legal/Corporate Name: SHI International Corp

Doing Business As (if different than above): \_\_\_\_\_

Address: 290 Davidson AveCity: Somerset State: New Jersey Zip: 08873Phone: 888-764-8888 Fax: 732-652-6599E-Mail Address: teamarizona@shi.com Website: https://www.publicsector.shidirect.com/DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

Remit to Address (if different than above): Order from Address (if different from above):

Address: PO Box 952121 Address: \_\_\_\_\_City: Dallas City: \_\_\_\_\_State: Texas Zip: 75395-2121 State: \_\_\_\_\_ Zip: \_\_\_\_\_Contact for Questions about this bid:Name: Meghan Flisakowski Title: Public Program ManagerPhone: 512-517-4088 E-Mail Address: meghan\_flisakowski@shi.comDay-to-Day Project Contact (if awarded):Name: Amelia Jakubczyk Title: Account ExecutivePhone: 303-723-5256 E-Mail Address: Amelia\_Jakubczyk@shi.comSales/Use Tax Information (check one).☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)☒ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%

## **EXCEPTIONS & CONFIDENTIAL INFORMATION**

### Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

**Other Forms or Documents:** If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

**\*Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐

No exceptions

☒

Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI has included a separate section within our response that includes our request to review and negotiate in good faith with the City of Mesa and IPA.

### Confidential/Proprietary Information (mark one).

☒

No confidential/proprietary materials have been included with this Response.

☐

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

## GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No
2. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No  
If no, specify number of days for delivery \_\_\_\_\_
3. Payment terms. Payment Due (Not less than net 30 days): payment is net 30  
Payment Discount of 0% if invoices are paid within \_\_\_\_\_ days of receipt.
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?  
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)  
Discount for Procurement Card Purchases? 0%
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?  
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

### Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing) or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

### **Acknowledgement of Receipt and Consideration of Addenda (if applicable):**

Addenda # 1 ☒ 2 ☒ 3 ☐ 4 ☐

**LAWFUL PRESENCE AFFIDAVIT**

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

**COMPLETE THIS AFFIDAVIT IF:** Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- ☐ 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- ☐ 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- ☐ 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- ☐ 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- ☐ 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- ☐ 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- ☐ 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- ☐ 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- ☐ 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- ☐ 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## RESPONDENT CERTIFICATION

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
  - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
  - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
  - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

### **ACCEPTED AND AGREED TO BY RESPONDENT:**

Company Name: SHI International

Signature: Natalie Castagno

Printed Name: Natalie Castagno

Title: Director of Response Team

Date: 10/20/2017

Respondent Company Name/ DBA: <a href="#">SHI International Corp</a>	
Years in business providing similar services: <a href="#">28 years</a>	
Contractor's License No(s): (Submit a copy with the Response) <div style="float: right;">Type:</div> <a href="#">SHI is currently registered to do business with the City of Mesa and the State. Upon award, we can provide any additional information as requested.</a> Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b>	
Firm/Government Agency Name: <a href="#">Arizona State Procurement Office   State of Arizona</a>	
Contact Person: <a href="#">Terri Johnson, Deputy – State Procurement Administrator</a>	Phone: <a href="#">602-542-9122</a>
Address: <a href="#">100 North 15th Avenue, Suite 402 Phoenix, AZ 85007</a>	Fax:
	E-Mail Address: <a href="mailto:terri.johnson@azdoa.gov">terri.johnson@azdoa.gov</a>
\$ Value of Work, Supplies/Services and Dates Provided: <a href="#">\$75m annually. Software, Annual Maintenance. Related Professional Services April 2011 – September 30 2016</a>	
Firm/Government Agency Name: <a href="#">University of Texas Systems Supply Chain Alliance</a>	
Contact Person: <a href="#">Jason Stanford, Manager, Contracts</a>	Phone: <a href="#">713-563-1021</a>
Address: <a href="#">7007 Bertner Ave. Houston, TX 77030</a>	Fax:
	E-Mail Address: <a href="mailto:jpstanford@mdanderson.org">jpstanford@mdanderson.org</a>
\$ Value of Work, Supplies/Services and Dates Provided: <a href="#">\$20m annually. Computer Peripherals, Software, Storage, Servers, Networking equipment, and Related Services. July 1 2014, 5 year agreement with 3 year extension option.</a>	
Firm/Government Agency Name: <a href="#">Maricopa County Materials Management</a>	
Contact Person: <a href="#">Brian Walsh, Procurement Officer</a>	Phone: <a href="#">602-506-3243</a>
Address: <a href="#">320 W. Lincoln St. Phoenix AZ 85003</a>	Fax:
	E-Mail Address: <a href="mailto:walshb@mail.maricopa.gov">walshb@mail.maricopa.gov</a>

\$ Value of Work, Supplies/Services and Dates Provided:

\$6m annually. Technology Products including Software, Storage, Servers, Networking Equipment and Related Services.

List any other information which may be helpful in determining your qualifications for a potential contract:

At SHI, our success is based on a foundation of customer centricity and transparency. Our approach to Lee County School District will be based on these same values. Every member of the SHI team is dedicated to helping our customers and providing world class support throughout the entire engagement. SHI intends to provide the District with a seamless, transparent, and cost effective solution for all of your hardware, software, and service needs. Over the life of the contract, SHI will work to identify ways that the District can reduce your expenditures on IT software, hardware, and services.

Technology changes fast, and SHI is a technology business partner that has demonstrated the ability to change along with it, through continued service evolutions and process improvement.

SHI is excited about this opportunity to work with the City of Mesa and National IPA. We look forward to meeting with the review board to further discuss our capabilities.

ATTACHMENT D



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The CITY OF MESA, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 1.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made

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**Commented [PB1]:** Typically on national contracts we see contract fees ranging from 0.25% to 1.00%. We understand the need for an administrative fee, but we are concerned that a fee of 3.0% will render this contract less competitive and that therefore it will not be as widely used as other purchasing options available to this customer set. In order to ensure that this contract is as widely adopted and successful as possible, we would recommend an administrative fee of 1.0%. This will allow this vehicle to will be more in line with other national purchasing vehicles, and in turn, we believe, will render a larger dollar fee than the higher percentage would provide, since the contract will be more widely adopted. SHI will agree to the higher administrative fee if that is the route that National IPA decides to take; however we wanted to share our thoughts and experiences around the "sweet spot" for this fee.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

**Deleted:** and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**Deleted:** Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.1 Corporate Commitment**

Requirements for National Cooperative Contract  
Page 4 of 26



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**Deleted: Pricing Commitment¶**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**3.0 SUPPLIER QUALIFICATIONS**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

**3.1 Company**

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

**3.2 Distribution, Logistics**

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's website including the online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
  - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Advantageous government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
  - i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

**WHEREAS**, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the negligent acts or omissions of Supplier in the course of its performance under the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT.

8. NEITHER PARTY SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE 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, EVEN IF A PARTY IS ADVISED OF

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

THE POSSIBILITY OF SUCH DAMAGES.

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

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**TERM OF AGREEMENT; TERMINATION**

10. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 9 and 14 – 23, hereof and the indemnifications and limitations of liability afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

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11. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

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**NATIONAL PROMOTION**

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12. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, [www.nationalipa.org](http://www.nationalipa.org), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

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13. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS**  
**EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

**ADMINISTRATIVE FEE, REPORTING & PAYMENT**

14. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of \_\_\_ percent (\_\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

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15. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

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16. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

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17. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. National IPA will request to audit Supplier by providing at least thirty (30) days' notice to Supplier and shall be permitted to conduct such audits once per calendar year. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 15, and reimbursement of National IPA's costs and expenses related to such audit.

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**GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

**Commented [PB6]:** Note: Individual agreements with the Agencies (if any) be necessary bc they desire alternate terms and therefore any conflicting terms stated in those agreements would supersede this Agreement.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

We need to bring clarity here. The Master states it will control and this Agreement states that it will control. SHI prefer we make the Master control.

A. 18. This Agreement and National IPA's rights and obligations hereunder may be assigned at to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise, with Supplier's written consent, which shall not be unreasonably withheld. Supplier may not assign its obligations hereunder without the prior written consent of National IPA, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

Deleted: National IPA's sole discretion

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19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
2555 Meridian Blvd  
Suite 300  
Franklin, TN 37067

B. Supplier

290 Davidson Avenue  
Somerset, NJ 08873

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ward H. Brown  
Name

\_\_\_\_\_  
Chief Operating Officer  
Title

\_\_\_\_\_  
Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as [www.nationalipa.org](http://www.nationalipa.org)), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the reseller (“**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. NONE OF THE PARTIES SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

**Deleted:** distributor, manufacturer or other vendor

**Deleted:** collectively,

**Deleted:** THE NATIONAL IPA

**Deleted:** NOT

**Deleted:** NATIONAL IPA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS									
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE									
(to be submitted electronically in Microsoft Excel format)									
National IPA Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # (Assigned by National IPA and provided to Supplier)	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
						Report Totals			
						Cumulative Contract Sales			

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS  
INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR



CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT

ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT

LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLAN, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT

RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFORCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74  
 HOUSING AUTHORITY OF PORTLAND  
 ILLINOIS VALLEY FIRE DISTRICT  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
 REGION 3  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 MEDFORD WATER COMMISSION  
 MELHEUR COUNTY JAIL, OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 PORT OF BRANDON, OR  
 PORT OF MORGAN CITY, LA  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON LEGISLATIVE ADMINISTRATION  
 ROGUE VALLEY SEWER, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM MASS TRANSIT DISTRICT  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
 LA  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 TRI-COUNTY METROPOLITAN TRANSPORTATION  
 DISTRICT OF OREGON  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY WATER DISTRICT  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE  
 DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT  
 CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT

TIMPANOGOS ACADEMY , UT  
 TINTIC SCHOOL DISTRICT , UT  
 TOOEELE SCHOOL DISTRICT , UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING  
 ARTS , UT  
 UINTAH RIVER HIGH , UT  
 UINTAH SCHOOL DISTRICT , UT  
 UTAH CONNECTIONS ACADEMY , UT  
 UTAH COUNTY ACADEMY OF SCIENCE , UT  
 UTAH ELECTRONIC HIGH SCHOOL , UT  
 UTAH SCHOOLS FOR DEAF & BLIND , UT  
 UTAH STATE OFFICE OF EDUCATION , UT  
 UTAH VIRTUAL ACADEMY , UT  
 VENTURE ACADEMY , UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY , UT  
 WALDEN SCHOOL OF LIBERAL ARTS , UT  
 WASATCH PEAK ACADEMY , UT  
 WASATCH SCHOOL DISTRICT , UT  
 WASHINGTON SCHOOL DISTRICT , UT  
 WAYNE SCHOOL DISTRICT , UT  
 WEBER SCHOOL DISTRICT , UT  
 WEILENMANN SCHOOL OF DISCOVERY , UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF  
 HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON  
 UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
 COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
 BOARD OF MEDICAL EXAMINERS  
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 HAWAII DEPARTMENT OF TRANSPORTATION  
 HAWAII HEALTH SYSTEMS CORPORATION  
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
 OFFICE OF THE STATE TREASURER  
 OREGON BOARD OF ARCHITECTS  
 OREGON CHILD DEVELOPMENT COALITION  
 OREGON DEPARTMENT OF EDUCATION  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON DEPT OF TRANSPORTATION  
 OREGON DEPT. OF EDUCATION  
 OREGON LOTTERY  
 OREGON OFFICE OF ENERGY  
 OREGON STATE BOARD OF NURSING  
 OREGON STATE DEPT OF CORRECTIONS  
 OREGON STATE POLICE  
 OREGON TOURISM COMMISSION  
 OREGON TRAVEL INFORMATION COUNCIL  
 SANTIAM CANYON COMMUNICATION CENTER  
 SEIU LOCAL 503, OPEU  
 SOH- JUDICIARY CONTRACTS AND PURCH  
 STATE DEPARTMENT OF DEFENSE, STATE OF  
 HAWAII  
 STATE OF HAWAII  
 STATE OF HAWAII, DEPT. OF EDUCATION  
 STATE OF LOUISIANA  
 STATE OF LOUISIANA DEPT. OF EDUCATION  
 STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
 ATTORNEY  
 STATE OF UTAH



## NOTICE OF SOLICITATION

SOLICITATION # 2018011

September 20, 2017

### **REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

### **PROPOSAL DUE DATE AND TIME: October 23, 2017 – 3:00 P.M. LOCAL ARIZONA TIME**

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Issue Request for Proposals	September 20, 2017
Pre-Proposal Conference (Optional)	October 3, 2017 – 10:00 am local Arizona time
Questions due from Proposers	October 6, 2017 – 3:00 pm local Arizona time
City of Mesa response to Questions	October 12, 2017
Proposal Due Date	October 23, 2017 – 3:00 pm local Arizona time

### **VENDOR CONFERENCE / SITE VISIT:**

**Date and Time:** October 3, 2017 – 10:00 a.m. local Arizona time  
**Location:** City of Mesa – Mesa City Plaza  
20 E Main Street, Conference Room 450 South  
Mesa, AZ 85201  
Teleconference Number: 480-644-6120; PIN 319405

The conference provides interested parties an opportunity to discuss the City and National IPA's needs and ask questions. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

#### **Technical Questions:**

**Sharon Brause, CPPO, CPPB, CPCP**  
Senior Procurement Officer  
PHONE: 480-644-2815  
FAX: (480) 644-2655  
[Sharon.Brause@MesaAZ.gov](mailto:Sharon.Brause@MesaAZ.gov)

#### **General or Process Questions:**

**Cyndi Gonzales**  
Procurement Specialist  
PHONE: 480-644-2179  
FAX: (480) 644-2655  
[Cyndi.Gonzales@MesaAZ.gov](mailto:Cyndi.Gonzales@MesaAZ.gov)

**NOTE:** THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:  
<http://www.mesaaz.gov/business/purchasing>

**All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.**

## **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>NOTICE</b>	1
<b>TABLE OF CONTENTS</b>	2
 <b>SECTIONS:</b>	
INSTRUCTIONS	3 - 13
SCOPE OF WORK	14 - 18
 <b>ATTACHMENTS:</b>	
ATTACHMENT A      PRICING	19
ATTACHMENT B      REQUIRED RESPONSE FORMS (5 pages)	20
ATTACHMENT C      RESPONDENT QUESTIONNAIRE	21
ATTACHMENT D      NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY ("PPA")	22
 <b>EXHIBITS:</b>	
EXHIBIT 1            DRAFT AGREEMENT	23 - 39
EXHIBIT 2            MAILING LABEL	40



## **INSTRUCTIONS**

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received after due date and time for vendor questions (October 6<sup>th</sup>) may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

### **ELECTRONIC RESPONSE:**

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

### **HARD COPY RESPONSE:**

- a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- b. Submit **one (1) flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa  
Mesa City Plaza - Purchasing Division  
20 East Main Street, Suite 400  
Mesa, Arizona 85201

#### **RFP No. 2018011 – Information Technology Solutions & Services**

- d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

## **INSTRUCTIONS**

### **4. RESPONSE FORMAT:**

**Table of Contents.** Identify contents by tab and page number

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

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

**TAB 2 - Program Description AND Method of Approach.** Clearly define the services/products, offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Provide a response to the national program.
  - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
  - b. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.
5. Describe how your firm proposes to distribute the products/services nationwide.
6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:
  - a. How many orders are processed daily on an average
  - b. How many devices does your facility configure daily on an average
  - c. What is the highest number of orders processed in a single day
  - d. What is the highest number of devices configured in a single day from the facilities described
8. State any return and restocking policy, and any fees, if applicable associated with returns.
9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
10. Describe your delivery commitment:
  - a. What is your fill rate guarantee?
  - b. What are your delivery days?
  - c. Do you offer next day delivery?
  - d. How do you facilitate emergency orders?
  - e. Are shipping charges exempt for ALL who use this contract?
  - f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
11. Describe the types of customer service available to agencies that use this contract:

Deleted: materials

## **INSTRUCTIONS**

- a. Is online support available?
- b. Is phone support available?
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
- d. How are problems resolved?
- e. What are the location and hours of your call centers?
- f. What response time is guaranteed when a customer service request is made?
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
- h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.
12. Describe how your company will assist customers in navigating OEM warranty process.
13. Describe how your firm will notify customers of new products.
14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).
15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?
16. Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)
17. Describe options for leasing and financing and the various payment methods accepted.

**TAB 3 - Pricing Forms.** The cost portion of the Response should include the following criteria:

1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

**TAB 4 - Qualifications. (Abilities, Experience and Expertise).** The following information should be included:

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
5. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services
6. Please submit your FEIN and Dunn & Bradstreet report.
7. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.
8. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
9. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
10. Provide information regarding if your organization ever failed to complete any work awarded.

## **INSTRUCTIONS**

11. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

### **TAB 5 – Technology.**

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
  - a. to search for products
  - b. to find alternate products (if a certain product is not available)
  - c. to perform side-by-side price comparison of products
  - d. to order products
  - f. to track order status, to include backordered items
  - g. to determine when an item was received and who received it
  - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
  - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
  - j. to create a "favorites" list or subscribed purchases other personalized list of frequently ordered items
  - k. to create a "shared" list for an agency to use
  - l. to obtain online customer service
  - m. to receive online training
  - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
  - o. to track their budget for purchases
  - p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. How does your company leverage your website to inform customers of the additional savings that may be available.
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?
8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

### **TAB 6 - Other Forms.** The following forms should be completed and signed:

## **INSTRUCTIONS**

1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

- ☐ Response will be sent in time to be received by City before Response due date and time.
- ☐ Original and proper number of copies submitted
- ☐ Response container properly labeled
- ☐ Pricing, math double-checked, form completed and included (Attachment A)
- ☐ Required Response Forms completed and included (Attachment B)
- ☐ Respondent Questionnaire form completed and included (Attachment C)
- ☐ Response to a National Program (Attachment D)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ Warranty information, as applicable

6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent;

## **INSTRUCTIONS**

(iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

## **INSTRUCTIONS**

14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.
17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

## **INSTRUCTIONS**

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, geographical region or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the products or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; (iv) adjust points from the Respondent's score in the applicable evaluation criteria category or categories; or (v) accept any or all of a Respondent's exceptions.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.
- To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:
- Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
  - Intentionally invoice any amount greater than provided in a contract or to invoice for products or services not provided.
  - Intentionally offer or provide sub-standard products or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

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## **INSTRUCTIONS**

23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** The City reserves the right to conduct interviews which may include a demonstration of the supplier's website with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **ADDITIONAL INVESTIGATIONS.** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
27. **PRIOR EXPERIENCE.** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
28. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.
29. **CRITERIA FOR EVALUATION AND AWARD:**
- a. The criteria that will be evaluated and their relative weights are:

<b>Evaluation Criteria</b>	<b>Points</b>
Firm's Proposed Solution Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers.	500
Firm's Qualifications & Experience Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent's suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, and the City's experience with a Respondent.	300
Firm's Proposed Pricing Pricing will be evaluated based on the below criteria.	200

## **INSTRUCTIONS**

The City has provided various sample items on the City of Mesa Market Basket Pricing (See Attachment A – “Pricing”) for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible.

Full Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
- c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.

1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.

2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

- d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) Not contact any or all of a Respondent's references as the City may evaluate reference information provided in a Response; (2) Contact references not included in a Respondent's Response; and (3) Utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).

30. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.

31. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

## **INSTRUCTIONS**

result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

32. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

**It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices.** This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

33. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

**ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655  
Email: [Matt.Bauer@MesaAZ.gov](mailto:Matt.Bauer@MesaAZ.gov)

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687  
Email: [Ed.Quedens@MesaAZ.gov](mailto:Ed.Quedens@MesaAZ.gov)

34. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).

## **SCOPE OF WORK**

*This Scope of Work and the Technical Requirements will be compiled into any resulting contract as Exhibit A.*

1. **INTENT.** The City of Mesa (the "City") is requesting proposals from firms qualified to provide Information Technology Solutions and Services to be delivered to various locations throughout the City. Requirements and qualifications are defined in detail in the following Scope of Work and Technical Requirements Sections of this Request for Proposal (RFP).

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

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National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment D.

The City anticipates spending approximately \$10 million over the full potential Master Agreement term for IT Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Solutions purchased under the Master Agreement through National IPA is approximately \$500 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

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

## **SCOPE OF WORK**

4. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier is through the following:
- a) Online
  - b) Telephone
  - b) Fax
  - c) Email
5. **DELIVERY REQUIREMENT.** Supplier agrees to deliver all products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and added, and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Supplier may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
6. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
- a) **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Suppliers that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
  - b) **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
  - c) **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
  - d) **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
  - e) **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Suppliers may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.
  - f) **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
  - g) **Computer and Network Products and Peripherals:** Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

## **SCOPE OF WORK**

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

**Note:** All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Supplier must install them unless the Participating Agency request they not be installed. Supplier shall provide these assembly and installation services as stated in applicable order and additional terms and fees may apply.

- i) **Comprehensive Product Offering:** Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

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

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

8. **AWARD.** It is the City's intention that a single or limited number of awards will be made under this solicitation however at the City's sole discretion, the City may consider multiple awards (See "Reservations").

9. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Supplier as permitted under the manufacturers return policy and Supplier's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy). In any event, the OEM's policies (which may include processing as a warranty claim) will apply. Supplier will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City.

10. **TERM.** This solicitation is for awarding a purchasing contract to cover an initial **five (5) year term**. An estimated initial term of **January 1<sup>st</sup>, 2018** through **December 31<sup>st</sup>, 2022**, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

The parties agree any job orders, project agreements or maintenance agreements executed against Contract during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

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

12. **EXTENSIONS.** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Supplier to provide the services/products under this Agreement. The City intends to notify the Supplier in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. **PRICING.** Suppliers shall provide a price in the format of a minimum percentage discount off a verifiable price index. Suppliers may submit discounts for various manufacturers. At the time of purchase, suppliers may offer deeper discounts beyond the discounted price list, based on volume or other factors, as

**Deleted:** The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.

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## SCOPE OF WORK

applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Supplier requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Supplier will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Price discounts will be evaluated by applying the Supplier's discount to the prices listed on the verifiable price index.

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

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

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

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

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

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

- c) **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Supplier based on the mutual agreement of the parties. The Supplier may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Supplier. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

**Commented [PB1]:** Warranty coverage is provided by the manufacturer (OEM) and not SHI. The manufacturers standard warranties apply unless the customer wishes to purchase extended warranty.

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## **SCOPE OF WORK**

14. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Supplier must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Supplier operates with no employees, Supplier must provide the City with written proof Supplier has no employees. If employees are hired during the course of this Agreement, Supplier must procure worker's compensations in accordance with Arizona law.
- b. The Supplier shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Supplier shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Supplier's insurance shall be primary of all other sources available. When the City is a certificate holder, the Supplier agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation".** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Supplier where permitted by law."

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



**ATTACHMENT A**  
**PRICING**

Offerors must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



2018011 Pricing.xlsx

**ATTACHMENT B**  
**REQUIRED RESPONSE FORMS**



Solicitation Required  
Response Forms.docx

**ATTACHMENT C**  
**RESPONDENT QUESTIONNAIRE**

Respondent Company Name/ DBA:	
Years in business providing similar services:	
Contractor's License No(s): (Submit a copy with the Response)	Type:
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b>	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
List any other information which may be helpful in determining your qualifications for a potential contract:	

**ATTACHMENT D**  
**NATIONAL IPA PRICIPAL PROCUREMENT AGENCY ("PPA")**



Attachment D  
PPA.docx

**EXHIBIT 1**  
**DRAFT AGREEMENT**



**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2018011  
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

**CITY OF MESA, Arizona ("City")**

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

**AND**

**COMPANY NAME, ("Contractor")**

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Phone	
Fax	

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION**

This Agreement pursuant to solicitation ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp., a(n) New Jersey corporation, ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

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**RECITALS**

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

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

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

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

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

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

**TERMS & CONDITIONS**

1. **Term.** This Agreement is for a term beginning on **January 1, 2018** and ending on **December 31, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

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

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

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1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order.

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## EXHIBIT 1

### DRAFT AGREEMENT

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

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3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

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

a. Amendments to the Agreement or any mutually agreed upon written agreements made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.

b. Agreement

c. Exhibits

1. Mesa Standard Terms & Conditions

2. National IPA Agreement

3. Scope of Work

4. Other Exhibits not listed above

d. Solicitation including any addenda

e. Contractor Response

#### 5. **Payment.**

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

6. **Pricing.** Contractors shall provide a price in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the proposed discount structure.

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Price discounts will be evaluated by applying the Contractor's discount to the list prices on the verifiable price index.

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

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

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

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

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

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

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

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

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

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of Products or services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes
- j. Total amount due.

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

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

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

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7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

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7.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

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

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

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

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

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

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

**EXHIBIT 1**  
**DRAFT AGREEMENT**

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

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

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

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

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

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

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

11. **PRODUCT WARRANTY.** Contractor is a value added reseller ("VAR") of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement. Contractor shall forward the warranties to the City which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the City shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between the City and OEM and the City agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

**EXHIBIT 1**  
**DRAFT AGREEMENT**

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
  - (B) Pricing
  - (C) Mesa Standard Terms and Conditions
  - (D) National IPA Agreement
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Limitation of Liability**  
NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

**EXHIBIT 1**  
**DRAFT AGREEMENT**

IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

**18. Force Majeure**

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

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**19. Title, Risk of Loss, Returns**

A. Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within 24 hours after such delivery.

B. All returns of Product shall be made in accordance to Contractor's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy)

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

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

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

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

**CITY OF MESA, ARIZONA**

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**CONTRACTOR NAME**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

REVIEWED BY:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT A**  
**SCOPE OF WORK**

*The Scope of Work / Technical Specifications, National IPA Agreement and Contractor Response will be added here when Agreement is finalized.*

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT B**  
**PRICING**

*Attachment A Pricing will be added here when Agreement is finalized.*

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
- iii. 
- v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

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

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

**Deleted:** The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.¶  
iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any financial records related to the performance of work specified herein once per calendar year. Contractor will permit such inspections and audits during normal business hours and upon 30 days notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

**Deleted:** In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement

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

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

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
16. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
17. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
18. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
19. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
20. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has received Contractor's properly prepared final invoice.
21. Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order
22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
23. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) willful misconduct by Contractor personnel under this

**Deleted:** If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

Agreement; (ii) any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with the law in fulfillment of the services under this Agreement.

- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

- f. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

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

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

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

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

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

- l. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Products or equipment incidental to providing these services and such loss, injury, or destruction of the Products prior to delivery of the Products to the City. Risk of loss shall vest fully in the City after such delivery.

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

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Deleted: ~~WARRANTY.~~ Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.¶ Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

- n. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything manufactured by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- o. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- p. \_\_\_\_\_
- q. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- \_\_\_\_\_
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- r. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- s. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- t. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- u. **INTEGRATION CLAUSE.** This Exhibit C, along with the Master Agreement and including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

**Deleted: <#>WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

**Deleted: <#>¶**

**Deleted: <#>provided**

**Moved up [1]: FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

**Commented [PB11]:** We aren't doing professional services.

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

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

**Deleted:** Agreement

**EXHIBIT 1**  
**DRAFT AGREEMENT**

- v. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- w. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- x. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- y. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.



**EXHIBIT 2**  
**MAILING LABEL**

*CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER*

-----  
**SEALED PROPOSAL**

<b>Submitted by:</b>
Company Name:
Address:
City, State, Zip:

Solicitation # **2018011 INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**  
Due Date: **October 23, 2017, at 3:00 p.m. local Arizona time**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

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## ATTACHMENTS

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Immediately following are documents called out as additional information within our response.

- D&B Report
- List of partners – this is in no way a complete list but an overview of partners that SHI can provide.

## D&B REPORT



## Live Report : SHI INTERNATIONAL CORP.


D-U-N-S® Number: 61-142-9481

Trade Names: SOFTWARE HOUSE INTERNATIONAL - S H I






Endorsement/Billing Reference: lee\_harrell@SHI.com

D&B Address		Added to Portfolio: 03/28/2014	
<b>Address</b>	290 Davidson Ave Somerset, NJ, US - 08873	<b>Location Type</b>	Headquarters
<b>Phone</b>	732 764-8888	<b>Web</b>	www.shi.com
<b>Fax</b>	732-805-0818	<b>Last View Date:</b>	02/09/2016
		<b>Endorsement :</b>	lee_harrell@SHI.com

## Company Summary

Currency: Shown in USD unless otherwise indicated 

### Score Bar

<b>Sales (Revenue)</b>	<b>5,797,204,000</b>	Source: DNB, FISCAL, 12-31-2014
<b>Net Worth</b>	<b>294,433,000</b>	Source: DNB, FISCAL, 12-31-2014
<b>Assets - Total</b>	<b>1,305,888,000</b>	Source: DNB, FISCAL, 12-31-2014
<b>Bankruptcy Found</b>	<b>No</b>	
<b>Commercial Credit Score</b>	 <b>526</b>	Moderate Risk of severe payment delinquency.
<b>Commercial Credit Score Percentile</b>	 <b>69</b>	Moderate Risk of severe payment delinquency.
<b>D&amp;B Viability Rating</b>	<div><div>1</div><div>3</div><div>A</div><div>A</div></div>	View More Details
<b>Current Ratio</b>	<b>1.3</b>	Source: DNB, FISCAL, 12-31-2014
<b>Credit Limit - D&amp;B Aggressive</b>	<b>900,000.00</b>	Based on profiles of other similar companies.
<b>PAYDEX®</b>	 <b>73</b>	Paying 11 days past due
<b>Commercial Credit Score Class</b>	 <b>3</b>	Moderate Risk of severe payment delinquency.
<b>Financial Stress Score Class</b>	 <b>2</b>	Low to Moderate Risk of severe financial stress.
<b>Credit Limit - D&amp;B Conservative</b>	<b>400,000.00</b>	Based on profiles of other similar companies.
<b>D&amp;B Rating</b>	<b>5A3</b>	5A indicates 50 million and over, Credit appraisal of 3 is fair

### D&B 3-month PAYDEX®

**3-month D&B PAYDEX®:** 74 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 9 Days Beyond Terms

### D&B PAYDEX®

**D&B PAYDEX®** 73 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 11 days beyond terms

Commercial Credit Score Class

Commercial Credit Score Class: 3  
Lowest Risk:1;Highest Risk :5

D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	THAI LEE, CEO
Year Started	1989
Employees	2850 (1400 Here)
Financing	SECURED
SIC	7371 , 7374
Line of business	Custom computer programing, data processing/ preparation
NAICS	541511
History Status	CLEAR
Financial Condition	FAIR

Corporate Linkage

Subsidiaries (International)

Company	City , Country	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP	Milton Keynes , UNITED KINGDOM	23-041-6559
SHI Canada ULC	North York , CANADA	24-362-9057
SHI INTERNATIONAL SAS	ISSY LES MOULINEAUX , FRANCE	26-213-9752

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP.	TEMPE , Arizona	82-925-3066
SHI INTERNATIONAL CORP.	SAN DIEGO , California	82-925-3330
SHI INTERNATIONAL CORP.	ATLANTA , Georgia	82-925-3462
SHI INTERNATIONAL CORP.	SAN FRANCISCO , California	82-925-3215
SHI INTERNATIONAL CORP.	CHICAGO , Illinois	82-925-3769
SHI INTERNATIONAL CORP.	MINNEAPOLIS , Minnesota	82-925-3850
SHI INTERNATIONAL CORP.	SAINT LOUIS , Missouri	82-925-4023
SHI INTERNATIONAL CORP.	DALLAS , Texas	82-925-5251
SHI INTERNATIONAL CORP.	HOUSTON , Texas	82-925-5335
SHI INTERNATIONAL CORP.	RESTON , Virginia	82-925-5343
SHI INTERNATIONAL CORP.	BELLEVUE , Washington	82-925-5475
SHI INTERNATIONAL CORP.	TAMPA , Florida	83-240-0621
SHI INTERNATIONAL CORP.	SHAWNEE MISSION , Kansas	83-240-0688
SHI INTERNATIONAL CORP.	NEEDHAM , Massachusetts	83-240-0803
SHI INTERNATIONAL CORP.	DENVER , Colorado	83-240-0662

Financial Stress Score Class

Financial Stress Score Class: 2  
Lowest Risk:1;Highest Risk :5

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.


SHI INTERNATIONAL CORP.	INDIANAPOLIS , Indiana	83-240-0852
SHI INTERNATIONAL CORP.	CHAPEL HILL , North Carolina	17-958-9937
SHI INTERNATIONAL CORP.	WAYNE , Pennsylvania	02-958-1868
SHI INTERNATIONAL CORP.	DURHAM , North Carolina	07-166-5395
SHI INTERNATIONAL CORP.	CROFTON , Maryland	04-235-0384
SHI INTERNATIONAL CORP.	REMER , Minnesota	05-845-6218
SHI INTERNATIONAL CORP.	EL SEGUNDO , California	07-940-9361
SHI INTERNATIONAL CORP.	NEW YORK , New York	07-940-9369
SHI INTERNATIONAL CORP.	SOUTHFIELD , Michigan	07-940-9364
SHI INTERNATIONAL CORP.	ISSAQUAH , Washington	11-899-4420

This list is limited to the first 25 branches.  
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.

Branches (International)

Company	City , Country	D-U-N-S® NUMBER
Software House International	NORTH VANCOUVER , CANADA	25-930-0382
SHI International Corp.	CENTRAL DISTRICT , HONG KONG	66-834-4679

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : 5A3

Financial Strength: 5A indicates 50 million and over  
Composite credit appraisal: 3 is fair

The Rating was changed on May 5, 2015 because the History of the company is now "Clear ".

Below is an overview of the companys rating history since 09-28-1999

D&B Rating	Date Applied
5A3	05-05-2015
--	11-26-2014
5A3	08-21-2014
--	06-12-2014
5A2	05-20-2014
5A3	05-12-2009
5A2	03-16-2009
5A3	05-07-2002
4A3	07-25-2001
4A2	09-28-1999

Sales: 5,797,204,000.00  
( Up by 15.9%  
from last year )

Number of Employees Total: 2,850 (1400 here)

Worth: 294,433,000  
( Up by 15.1% ( As of 31-Dec-14)  
from last year )

Working Capital:	\$253,466,000	( As of 31-Dec-14)
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Payment Activity:	(based on 247 experiences)
Average High Credit:	993,122
Highest Credit:	50,000,000
Total Highest Credit:	209,080,850

### D&B Credit Limit Recommendation

Conservative credit Limit	400,000
Aggressive credit Limit:	900,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

### Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class : **2**  (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

#### Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)  
 Financial Stress National Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)  
 Financial Stress Score : **1526** (Highest Risk: 1,001; Lowest Risk: 1,875)  
 Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** ( 48 per 10,000)

#### The Financial Stress Class of this business is based on the following factors:

Low proportion of satisfactory payment experiences to total payment experiences.  
 High proportion of slow payment experiences to total number of payment experiences.  
 UCC Filings reported.  
 High number of inquiries to D & B over last 12 months.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.

The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.

The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	77
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Similar risk compared to other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : **3**  Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **5.80 %**  
Average compared to businesses in D&Bs database: **10.20 %**  
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)  
Credit Score : **526** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Proportion of slow payments in recent months
- Recent high balance past due
- Financial ratios
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.

The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.

The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.


Norms	National %
-------	------------

This Business	69
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.


Trade Payments

Currency: Shown in USD unless otherwise indicated 

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	73	Equal to 11 days beyond terms ( Pays more slowly than the average for its industry of 2 days beyond terms )
Industry Median is	79	Equal to 2 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	247
Payments Within Terms (not weighted)	66 %
Trade Experiences with Slow or Negative Payments(%)	42.51%
Total Placed For Collection	1
High Credit Average	993,122
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	15,000,000

D&B PAYDEX® : 73  (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 11 days beyond terms

3-Month D&B PAYDEX® : 74  (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 9 days beyond terms

D&B PAYDEX® Comparison



Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15	1/16	2/16
This Business	73	72	72	72	73	73	73	73	74	74	73	73
Industry Quartiles												
Upper	80	.	.	80	.	.	80	.	.	80	.	.
Median	79	.	.	79	.	.	79	.	.	79	.	.
Lower	72	.	.	72	.	.	72	.	.	71	.	.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms  
The 12-month high is 74 , or equal to 9 DAYS BEYOND terms  
The 12-month low is 72 , or equal to 12 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Previous Year	03/14 Q1'14	06/14 Q2'14	09/14 Q3'14	12/14 Q4'14
This Business	76	77	73	72
Industry Quartiles				
Upper	80	80	80	80
Median	79	79	79	79
Lower	72	72	72	72

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms  
The present industry median Score is 79 , or equal to 2 days beyond terms  
Industry upper quartile represents the performance of the payers in the 75th percentile  
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	46	206,250,000	79%
50,000-100,000	13	930,000	80%
15,000-49,999	39	1,065,000	71%
5,000-14,999	32	220,000	67%
1,000-4,999	42	76,500	66%
Under 1,000	38	14,250	61%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 247 payment experience(s) in D&Bs file for the most recent 24 months, with 165 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 15,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Rev'd (#)	Total Amts	Largest High Credit Within Terms (%)	Days Slow <31 31-60 61-90 90> (%) (%) (%) (%)				
Top Industries								
Whol electronic parts	20	71,122,000	50,000,000	50	50	0	0	0
Whol computers/softwr	17	101,800,500	50,000,000	98	2	0	0	0
Prepackaged software	11	4,300,000	2,000,000	91	7	0	2	0
Telephone communictns	11	224,850	100,000	98	2	0	0	0
Mfg computers	10	15,357,750	8,000,000	90	8	2	0	0
Nonclassified	9	723,750	500,000	61	39	0	0	0
Custom programming	7	1,008,750	600,000	50	0	30	0	20
Short-trm busn credit	7	155,100	100,000	90	10	0	0	0
Whol office supplies	5	62,250	55,000	56	44	0	0	0
Misc business credit	5	95,000	50,000	100	0	0	0	0
Whol office equipment	4	2,285,000	1,000,000	49	11	18	0	22
Mfg process controls	4	195,000	65,000	67	33	0	0	0
Mfg photograph equip	4	33,500	25,000	100	0	0	0	0
Trucking non-local	4	6,250	5,000	40	12	8	0	40
Whol appliances	3	4,002,750	4,000,000	100	0	0	0	0
Whol misc profsn eqpt	3	203,000	200,000	51	49	0	0	0
Misc business service	3	43,500	40,000	97	0	3	0	0
Engineering services	3	67,500	35,000	96	0	2	0	2
Public finance	3	31,750	30,000	100	0	0	0	0
Mfg calculating eqpt	3	15,750	15,000	3	0	95	0	2
Ret mail-order house	3	11,000	7,500	69	11	20	0	0
Mfg electric test prd	3	15,000	5,000	100	0	0	0	0
Arrange cargo transpt	3	2,850	2,500	0	6	0	94	0
Computer system desgn	2	2,050,000	2,000,000	49	50	1	0	0
Business consulting	2	2,002,500	2,000,000	50	50	0	0	0
Mfg measure devices	2	1,000,750	1,000,000	50	50	0	0	0
Mfg computer storage	2	507,500	500,000	100	0	0	0	0
Misc equipment rental	2	95,000	65,000	100	0	0	0	0
Radiotelephone commun	2	55,000	40,000	73	0	0	0	27
Data processing svcs	2	32,500	30,000	100	0	0	0	0
Mfg comp peripherals	2	31,000	30,000	3	97	0	0	0
Mfg switchgear-boards	2	30,000	20,000	33	0	67	0	0
Whol service paper	2	22,500	20,000	89	11	0	0	0
Mfg public bldg furn	2	16,000	15,000	94	0	3	3	0
Detective/guard svcs	2	10,250	10,000	51	49	0	0	0
Whol electrical equip	2	5,250	5,000	52	0	48	0	0
Mfg sheet metalwork	1	200,000	200,000	50	0	0	0	50
Mfg misc plastic prdt	1	100,000	100,000	50	0	0	50	0
Mfg medical instrmnt	1	100,000	100,000	0	100	0	0	0
Travel agency	1	95,000	95,000	100	0	0	0	0
Mfg environment cntrl	1	85,000	85,000	100	0	0	0	0
Misc advertising svcs	1	80,000	80,000	100	0	0	0	0



Tour operator	1	65,000	65,000	100	0	0	0	0
Air courier service	1	45,000	45,000	50	0	0	0	50
Mfg relays/controls	1	45,000	45,000	50	0	0	0	50
Electric eqpt repair	1	25,000	25,000	50	0	0	50	0
Mfg recording media	1	20,000	20,000	0	0	100	0	0
Mfg refrig/heat equip	1	20,000	20,000	100	0	0	0	0
Copper roll/drawing	1	10,000	10,000	100	0	0	0	0
Whol auto parts	1	7,500	7,500	0	100	0	0	0
Mfg nonwd office furn	1	5,000	5,000	50	50	0	0	0
Ret stationery	1	5,000	5,000	50	0	50	0	0
Help supply service	1	5,000	5,000	100	0	0	0	0
Misc publishing	1	2,500	2,500	50	0	0	50	0
Nonphysical research	1	2,500	2,500	0	100	0	0	0
Natnl commercial bank	1	2,500	2,500	100	0	0	0	0
Mfg signs/ad spectlys	1	2,500	2,500	100	0	0	0	0
Ret electronics	1	2,500	2,500	100	0	0	0	0
Mfg plane engine/part	1	1,000	1,000	0	0	0	0	100
Coating/engrave svcs	1	1,000	1,000	50	50	0	0	0
Whol industrial equip	1	1,000	1,000	100	0	0	0	0
Whol piece goods	1	1,000	1,000	50	50	0	0	0
Information retrieval	1	1,000	1,000	100	0	0	0	0
Gravure printing	1	1,000	1,000	50	0	0	50	0
Mfg computer terminal	1	1,000	1,000	50	50	0	0	0
Mfg manifold forms	1	750	750	100	0	0	0	0
Whol heating/ac equip	1	500	500	0	0	100	0	0
Whol nondurable goods	1	500	500	100	0	0	0	0
Mfg telephone equip	1	250	250	100	0	0	0	0
Mfg frozen deserts	1	250	250	0	0	100	0	0
Books-print/publish	1	100	100	0	0	0	0	100
Reg misc coml sector	1	100	100	100	0	0	0	0
Mfg broadcastng equip	1	100	100	0	100	0	0	0
Mfg misc office eqpt	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Whol chemicals	1	50	50	0	0	0	0	100
Mfg lab apparatus	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	24	505,550	500,000					
Payment record unknown	9	19,450	10,000					
Unfavorable comments	1	100	100					
Placed for collections	1	N/A	0					
Total in D&B's file	247	209,080,850	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/16	Ppt	65,000	5,000		Lease Agreemnt	

	Ppt	40,000	30,000	0	1 mo
	Ppt	30,000	100	Lease Agreemnt	
	Ppt	1,000	1,000	0	1 mo
	Ppt-Slow 30	500,000	250,000	250,000 N30	1 mo
	Ppt-Slow 30	45,000	25,000	7,500 N30	1 mo
	Slow 30	10,000	10,000	10,000 N30	1 mo
01/16	Ppt	40,000,000	20,000,000	0 N30	1 mo
	Ppt	7,000,000	7,000,000	0 N30	1 mo
	Ppt	1,000,000	95,000	0	1 mo
	Ppt	500,000	100	0	1 mo
	Ppt	100,000	100,000	0	1 mo
	Ppt	85,000	20,000	0	1 mo
	Ppt	50,000	25,000	0	1 mo
	Ppt	40,000	25,000	0	1 mo
	Ppt	40,000	35,000	0	1 mo
	Ppt	25,000	0		6-12 mos
	Ppt	20,000	20,000	0 N30	1 mo
	Ppt	15,000	10,000	0	1 mo
	Ppt	10,000	0	0	6-12 mos
	Ppt	7,500	7,500	0	1 mo
	Ppt	5,000	5,000	0	1 mo
	Ppt	5,000	2,500	0	1 mo
	Ppt	5,000	0		6-12 mos
	Ppt	5,000	0	0	4-5 mos
	Ppt	5,000	5,000	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	0	0 N30	2-3 mos
	Ppt	2,500	0	0	2-3 mos
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	250	0	1 mo
	Ppt	2,500	750	0	1 mo
	Ppt	2,500	2,500	0	1 mo
	Ppt	2,500	0	0	2-3 mos
	Ppt	1,000	1,000	0	1 mo
	Ppt	1,000	0	0	4-5 mos
	Ppt	1,000	500	0	1 mo
	Ppt	1,000	1,000	0	1 mo
	Ppt	750	0	0	2-3 mos
	Ppt	750			1 mo
	Ppt	750	250	0	
	Ppt	250	250	0 N30	1 mo
	Ppt	250	0	0	2-3 mos
	Ppt	250	0	0	1 mo
	Ppt	250	0	0	6-12 mos
	Ppt	250	0	0	6-12 mos
	Ppt	50	0	0 N30	2-3 mos
	Ppt-Slow 30	50,000,000	50,000,000	15,000,000	1 mo
	Ppt-Slow 30	2,000,000	1,000,000	1,000,000	1 mo
	Ppt-Slow 30	400,000	400,000	0 N30	1 mo
	Ppt-Slow 30	200,000	100,000	0	1 mo
	Ppt-Slow 30	100,000	15,000	750	1 mo
	Ppt-Slow 30	55,000	55,000	5,000 1 10 N30	1 mo
	Ppt-Slow 30	10,000	10,000	2,500	1 mo

	Ppt-Slow 30	5,000	1,000	1,000	1 15 N30	1 mo
	Ppt-Slow 30	1,000	0	0		2-3 mos
	Ppt-Slow 60	600,000	85,000	15,000		1 mo
	Ppt-Slow 60	2,500	2,500	1,000		1 mo
	Ppt-Slow 60	1,000	0	0		2-3 mos
	Ppt-Slow 90	100,000	0	0		2-3 mos
	Ppt-Slow 90	25,000	15,000	15,000		2-3 mos
	Ppt-Slow 90	1,000	500	500		2-3 mos
	Ppt-Slow 240	5,000	0	0		2-3 mos
	Slow 10	500	0	0		6-12 mos
	Slow 10	500	0	0	N30	6-12 mos
	Slow 30	100,000	25,000	25,000		1 mo
	Slow 30	7,500	7,500	5,000		1 mo
	Slow 30	2,500	1,000	1,000	N30	1 mo
	Slow 60	500	0	0	N30	6-12 mos
	Slow 60	500	100	0		1 mo
	Slow 90	2,500	2,500	2,500		2-3 mos
	Slow 30-90	1,000	500	100		1 mo
	Slow 30-90	250	250	250		4-5 mos
	Slow 30-90	100	100	100		
	Slow 30-90+	15,000	7,500	7,500		4-5 mos
	Slow 90+	50	50	50		
	(077)	0	0	0	Cash account	2-3 mos
06/15	Slow 60	20,000	0	0	N30	6-12 mos
03/15	Slow 60	20,000	0	0		4-5 mos
	(080) Credit refused .	100	100	100		1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

## Public Filings

**Currency:** Shown in USD unless otherwise indicated 

### Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

### Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	64
Status	Released
CASE NO.	J819037
Type	County Tax
Filed By	TAX COLLECTOR
Against	SHI INTERNATIONAL CORP, SAN FRANCISCO, CA
Where Filed	SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA
Date Status Attained	11/20/15
Date Filed	01/03/14
Latest Info Received	12/23/15

UCC Filings

Type	Continuation
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2004-05-18
Latest Info Received	06/01/04
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Computer equipment including proceeds and products - and OTHERS
Type	Amendment
Sec. Party	IBM CREDIT LLC
Debtor	SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2005-02-01
Latest Info Received	03/02/05
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

Type	Amendment
Sec. Party	IBM CREDIT CORPORATION, ATLANTA, GA IBM CREDIT CORPORATION, ARMONK, NY
Debtor	SOFTWARE HOUSE INTERNATIONAL INC and OTHERS
Filing No.	1922103
Filed With	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed	2008-10-02
Latest Info Received	11/25/08
Original UCC Filed Date	1999-08-05
Original Filing No.	1922103

<b>Type</b>	Continuation
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ARMONK, NY IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SHI INTERNATIONAL CORP. and OTHERS
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2009-03-16
<b>Latest Info Received</b>	05/15/09
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	CONTRACT and proceeds
<b>Type</b>	Partial release
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2011-10-03
<b>Latest Info Received</b>	12/20/12
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	SECURITY INTEREST and proceeds
<b>Type</b>	Partial release
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ARMONK, NY
<b>Debtor</b>	SHI INTERNATIONAL CORP. and OTHERS
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2011-12-21
<b>Latest Info Received</b>	04/07/12
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	SECURITY INTEREST and proceeds
<b>Type</b>	Partial release
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2012-03-23
<b>Latest Info Received</b>	05/16/12
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	AGREEMENT and proceeds
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<b>Type</b>	Partial release
<b>Sec. Party</b>	IBM CREDIT LLC, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2012-06-25
<b>Latest Info Received</b>	09/04/12
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	SECURITY INTEREST and proceeds
<b>Type</b>	Partial release
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2012-08-01
<b>Latest Info Received</b>	09/28/12
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	CONTRACT and proceeds
<b>Type</b>	Partial release
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2012-11-01
<b>Latest Info Received</b>	01/10/13
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	CONTRACT and proceeds
<b>Type</b>	Amendment
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2012-11-15
<b>Latest Info Received</b>	02/28/13
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	SECURITY INTEREST and proceeds
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<b>Type</b>	Partial release
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2013-02-13
<b>Latest Info Received</b>	04/18/13
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Type</b>	Continuation
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2014-04-16
<b>Latest Info Received</b>	09/09/14
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

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<b>Collateral</b>	Inventory including proceeds and products - Chattel paper including proceeds and products
<b>Type</b>	Original
<b>Sec. Party</b>	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL
<b>Debtor</b>	SHI INTERNATIONAL CORP
<b>Filing No.</b>	26077512
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2011-09-14
<b>Latest Info Received</b>	10/14/11

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<b>Type</b>	Amendment
<b>Sec. Party</b>	BANC OF AMERICA LEASING & CAPITAL. LLC, CHICAGO, IL BANK OF AMERICA, NATIONAL ASSOCIATION, CHICAGO, IL
<b>Debtor</b>	SHI INTERNATIONAL CORP
<b>Filing No.</b>	26077512
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2011-10-03
<b>Latest Info Received</b>	02/16/12
<b>Original UCC Filed Date</b>	2011-09-14
<b>Original Filing No.</b>	26077512

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<b>Collateral</b>	Accounts receivable and proceeds - Account(s) and proceeds
<b>Type</b>	Original
<b>Sec. Party</b>	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
<b>Debtor</b>	SHI INTERNATIONAL CORP.

**Filing No.** 51220974  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
  
**Date Filed** 2015-06-25  
**Latest Info Received** 07/31/15

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**Collateral** Accounts receivable and proceeds - Account(s) and proceeds  
**Type** Original  
**Sec. Party** CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50581191  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
  
**Date Filed** 2013-07-25  
**Latest Info Received** 08/16/13

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**Collateral** Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - and OTHERS  
**Type** Original  
**Sec. Party** EVERBANK COMMERCIAL FINANCE, INC., PARSIPPANY, NJ  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50451760  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
  
**Date Filed** 2013-02-21  
**Latest Info Received** 03/18/13

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**Collateral** Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - Computer equipment and proceeds - and OTHERS  
**Type** Original  
**Sec. Party** SG EQUIPMENT FINANCE USA CORP., JERSEY CITY, NJ  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50363506  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
  
**Date Filed** 2012-10-17  
**Latest Info Received** 12/20/12

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**Collateral** Accounts receivable and proceeds - Contract rights and proceeds  
**Type** Original  
**Sec. Party** JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, CHICAGO, IL  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50219681  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
  
**Date Filed** 2012-04-04  
**Latest Info Received** 04/19/12



<b>Collateral</b>	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
<b>Type</b>	Original
<b>Sec. Party</b>	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
<b>Debtor</b>	SHI INTERNATIONAL CORP.
<b>Filing No.</b>	50126880
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2011-11-18
<b>Latest Info Received</b>	12/12/11

<b>Collateral</b>	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
<b>Type</b>	Original
<b>Sec. Party</b>	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
<b>Debtor</b>	SHI INTERNATIONAL CORP.
<b>Filing No.</b>	50111916
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2011-10-28
<b>Latest Info Received</b>	11/11/11

<b>Collateral</b>	Equipment and proceeds
<b>Type</b>	Original
<b>Sec. Party</b>	BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL EMC CORPORATION, HOPKINTON, MA
<b>Debtor</b>	SHI INTERNATIONAL CORP.
<b>Filing No.</b>	26705781
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2015-05-14
<b>Latest Info Received</b>	07/28/15

### Government Activity

#### Activity summary


Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

#### Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

# Special Events


Currency: Shown in USD unless otherwise indicated 

## Special Events

### 02/24/2016 -MERGER/ACQUISITION :

According to published reports, SHI International Corp. announced that it has acquired Eastridge, DUNS 124591228, (Winston Salem, NC).

# History & Operations

Currency: Shown in USD unless otherwise indicated 

## Company Overview

Company Name:	SHI INTERNATIONAL CORP.
Doing Business As :	SOFTWARE HOUSE INTERNATIONAL , S H I
Street Address:	290 Davidson Ave Somerset , NJ 08873
Phone:	732 764-8888
Fax:	732-805-0818
URL:	http://www.shi.com
History	Is clear
Operations	Profitable
Present management control	27 years
Annual Sales	5,797,204,000

## History

The following information was reported: **05/06/2015**

Officer(s):	THAI LEE, CEO KOGUAN LEO, CHB HAL JAGGER, V PRES PAUL NG, CFO-SEC-V PRES MELISSA GRAHAM, V PRES CELESTE LEE, V PRES AL FITZGERALD, V PRES
DIRECTOR(S) :	THE OFFICER(S)

The New Jersey Secretary of State's business registration file showed that SHI International Corp. was registered as a corporation on November 1989, under the file registration number 0100434583.

Business started 1989 by Leo Koguan. 60% of capital stock is owned by Thai Lee. 40% of capital stock is owned by Leo Koguan.

In November 1989, Software House International Inc was formed by Leo Koguan with the purchased of assets of Software House.

THAI LEE born 1958. Thai holds an MBA from Harvard Business School.

KOGUAN LEO born 1955. Koguan holds a Master's in International Relations.

HAL JAGGER. Hal obtained his B.A. of Political Science from the University of California, Davis in 1994.

PAUL NG. 1989-present active here.

MELISSA GRAHAM. Antecedents not available.

CELESTE LEE. Celeste holds a Master's from Harvard University.

AL FITZGERALD. Antecedents not available.

Operations

05/06/2015

	Provides computer programming services, specializing in software development or applications. Provides computer and data processing, and preparation and data processing services.
Description:	Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and governmental accounts. Territory : International.
	Nonseasonal.
Employees:	2,850 which includes officer(s). 1,400 employed here.
Facilities:	Owns 440,000 sq. ft. in on 1st-4th floor of a five story brick a building.
Location:	Central business section on side street.
Branches:	This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries:	This business has one subsidiary.
	Shi/Government Solutions, Inc.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7371 0300 Computer software development and applications

7374 0000 Data processing and preparation

7374 9902 Data processing service

NAICS:

541511 Custom Computer Programming Services

518210 Data Processing, Hosting, and Related Services

518210 Data Processing, Hosting, and Related Services

Financials

Company Financials: D&B

05/06/2015

Two-year Statement Comparative:

	Fiscal Consolidated Dec 31 2014	Fiscal Consolidated Dec 31 2013
Current Assets	1,264,921,000	1,087,624,149
Current Liabilities	1,011,455,000	873,910,309
Current Ratio	1.25	1.24
Working Capital	253,466,000	213,713,840
Other Assets	40,967,000	42,138,512
Net Worth	294,433,000	255,852,352

Sales	5,797,204,000	5,003,074,575
Long Term Liab	0	0
Net Profit (Loss)	89,269,000	74,773,105

### Additional Financial Data

#### Fiscal Consolidated statement dated DEC 31 2014

Assets		Liabilities	
Cash	84,268,000	Accts Pay	801,601,000
Accts Rec	1,122,641,000	Wholesale Financing Agree Advances	163,538,000
Inventory	52,776,000	Accruals	45,814,000
Prepaid Exps & Sundry Receivable	5,236,000	Due To Related Party	502,000
<b>Curr Assets</b>	<b>1,264,921,000</b>	<b>Curr Liabs</b>	<b>1,011,455,000</b>
Fixt & Equip	40,162,000	COMMON STOCK	100,000
Security Deposits & Other Assets	805,000	ADDIT. PD.-IN CAP	300,000
		ACCUM OTHER COMPREHENSIVE INCOME	1,895,000
		RETAINED EARNINGS	292,138,000
<b>Total Assets</b>	<b>1,305,888,000</b>	<b>Total Liabilities + Equity</b>	<b>1,305,888,000</b>

From JAN 01 2014 to DEC 31 2014 annual sales \$5,797,204,000; cost of goods sold \$5,354,580,000. Gross profit \$442,624,000; operating expenses \$348,727,000. Operating income \$93,897,000; other income \$794,000; other expenses \$3,512,000; net income before taxes \$91,179,000; other tax \$1,910,000. Net income \$89,269,000.

Extent of audit, if any, not indicated.

Fixed assets shown net less \$33,278,760 depreciation.

On MAY 01 2015 Akif Nizam, controller, referred to the above figures.

### Request Financial Statements

Requested financials are provided bySHI INTERNATIONAL CORP.and are not DUNSRight certified.

### Key Business Ratios

Statement Date	Dec 31 2014
Based on this Number of Establishments	18

#### Industry Norms Based On 18 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	1.5	7.8	4
Return on Net Worth %	30.3	16.8	2
Short-Term Solvency			
Current Ratio	1.3	2.6	4
Quick Ratio	1.2	2.0	3

Efficiency			
Assets to Sales %	22.5	88.1	1
Sales / Net Working Capital	22.9	3.0	1
Utilization			
Total Liabilities / Net Worth (%)	343.5	59.5	4

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## PARTNERS

Immediately following is a high-level list of the products SHI is able to provide to the City of Mesa/IPA. Upon award, SHI would be happy to provide a much more comprehensive list if necessary.

3M - Computer Accessories, Digital Telephones
3M - General Accessories and Telephony
Accellion - Software
Acer - Computer Accessories, Digital Telephones
Acer - Computers
Acer - Displays and monitors
Acronis Software - General Accessories and Telephony
Acronis Software - Software
Acronis Software - Software
AddOn - Cables
AddOn - General Accessories and Telephony
AddOn - Memory
Adesso - Computer Accessories, Digital Telephones
Adobe - Software
Agate Software - Software
AlienVault - Software
Alliance Enterprises - Software
Altova - Software
APC by Schneider Electric - Computer Accessories, Digital Telephones
APC by Schneider Electric - Racks
Apple - Computer Accessories, Digital Telephones
Apple - Computers
Apple - General Accessories and Telephony
Apricorn - Storage Products
Arcserve - Software
AssetWorks - Software
ASUSTeK COMPUTER - Computer Accessories, Digital Telephones
ASUSTeK COMPUTER - Computers
ASUSTeK COMPUTER - Displays and monitors
ASUSTeK COMPUTER - General Accessories and Telephony
Atlassian - Software
Attachmate - Software
Attunity - Software
Audio - Technica - General Accessories and Telephony
Autodesk - Software
Avery - Office Supplies
Axiom Memory Solutions - Batteries
Axiom Memory Solutions - Cables
Axiom Memory Solutions - General Accessories and Telephony
Axiom Memory Solutions - Memory
Axiom Memory Solutions - Storage Products
Axway - Software
B&B Electronics Manufacturing Company - General Accessories and Telephony

Barracuda Networks - General Accessories and Telephony
Barracuda Networks - Software
Barracuda Networks - Storage Products
Battery Technology - Batteries
Battery Technology - General Accessories and Telephony
Belkin - Cables
Belkin - Computer Accessories, Digital Telephones
Belkin - Computer Bags and Cases
Belkin - General Accessories and Telephony
BenQ - Displays and monitors
Bentley Systems - Software
BeyondTrust Software - Software
Bitdefender - Software
Black Box - Cables
Black Box - Computer Accessories, Digital Telephones
Black Box - General Accessories and Telephony
Black Box - Racks
Bluebeam Software - Software
Bluebeam Software - Software
BMC Software - Software
Bomgar - Software
Box - Software
Brenthaven - Computer Bags and Cases
Brocade Communications Systems - Computer Accessories, Digital Telephones
Brocade Communications Systems - Software
Brocade Communications Systems - Software
Brother - Computer Accessories, Digital Telephones
Brother - Office Supplies
Brother - Printers
Buffalo Technology - Storage Products
BUSlink - General Accessories and Telephony
BUSlink - Storage Products
C2G - Cables
C2G - Computer Accessories, Digital Telephones
C2G - General Accessories and Telephony
CA Technologies - Software
Canon - Batteries
Canon - Cameras
Canon - Computer Accessories, Digital Telephones
Canon - General Accessories and Telephony
Canon - Printers
Carbon Black - Software
Cartegraph - Software
Case Logic - Computer Bags and Cases
Case Logic - General Accessories and Telephony
Cellebrite - Software
Check Point Software Technologies - General Accessories and Telephony
Check Point Software Technologies - Software

Cherwell - Software
Chief Manufacturing - Computer Accessories, Digital Telephones
Cisco Systems - Cables
Cisco Systems - Computer Accessories, Digital Telephones
Cisco Systems - General Accessories and Telephony
Cisco Systems - Racks
Cisco Systems - Software
Cisco Systems - Software
Cisco Systems - Storage Products
Citrix Systems - Software
CODi - Computer Bags and Cases
CommVault Systems - Software
Comprehensive Cable - Cables
Conduviv Technologies - Software
Corel - Software
CrowdStrike - Software
CSI Technology Group - Software
Da-Lite Screen - General Accessories and Telephony
Decision Lens - Software
Dell - Batteries
Dell - Cables
Dell - Computer Accessories, Digital Telephones
Dell - Computer Bags and Cases
Dell - Computers
Dell - Displays and monitors
Dell - General Accessories and Telephony
Dell - Memory
Dell - Printers
Dell - Racks
Dell - Storage Products
D-Link Systems - Computer Accessories, Digital Telephones
DocuSign - Software
Dropbox - Software
Eaton Corporation - Computer Accessories, Digital Telephones
Eaton Corporation - Racks
EDGE Memory - Memory
EDGE Memory - Storage Products
Elite Screens - General Accessories and Telephony
Embarcadero Technologies - Software
Embarcadero Technologies - Software
EMC - Software
enChoice - Software
EntIT Software LLC - Software
EntIT Software LLC - Software
Epson - Computer Accessories, Digital Telephones
Epson - General Accessories and Telephony
Epson - Printers
eReplacements - Batteries



eReplacements - General Accessories and Telephony
Ergotron - Computer Accessories, Digital Telephones
Ergotron - General Accessories and Telephony
Erwin - Software
Erwin - Software
ESET - Software
Exabeam, Inc - Software
F5 Networks - Software
Faronics - Software
Fellowes - General Accessories and Telephony
FireEye - Software
Fischer International Identity - Software
Flexera Software - Software
Forcepoint LLC - Software
ForeScout Technologies - Software
ForgeRock - Software
Fortinet - General Accessories and Telephony
Fortinet - Software
Fortinet - Software
Fujifilm - Cameras
Fujitsu - Batteries
Fujitsu - Computer Accessories, Digital Telephones
Fujitsu - Computer Bags and Cases
Fujitsu - Computers
Fujitsu - General Accessories and Telephony
Fujitsu - Memory
Fujitsu - Storage Products
Genus Technologies - Software
GFI Software - Software
GlobalSCAPE - General Accessories and Telephony
GlobalSCAPE - Software
Griffin Technology - General Accessories and Telephony
Hewlett Packard Enterprise - Cables
Hewlett Packard Enterprise - Computer Accessories, Digital Telephones
Hewlett Packard Enterprise - Computers
Hewlett Packard Enterprise - General Accessories and Telephony
Hewlett Packard Enterprise - Memory
Hewlett Packard Enterprise - Racks
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Storage Products
Honeywell - Computer Accessories, Digital Telephones
Honeywell - General Accessories and Telephony
Honeywell - Printers
Hootsuite - Software
HP, Inc. - Batteries
HP, Inc. - Computer Accessories, Digital Telephones
HP, Inc. - Computer Bags and Cases

HP, Inc. - Computers
HP, Inc. - Displays and monitors
HP, Inc. - General Accessories and Telephony
HP, Inc. - Memory
HP, Inc. - Office Supplies
HP, Inc. - Printers
HP, Inc. - Software
HP, Inc. - Storage Products
IBM - Computer Accessories, Digital Telephones
IBM - Software
Idera - Software
Imperva - Software
Imprivata, Inc. - Software
Incapsulate LLC - Software
Incipio Technologies - Computer Bags and Cases
Incipio Technologies - General Accessories and Telephony
Informatica Corporation - Software
Intel - General Accessories and Telephony
Intel - Storage Products
Intermec - Printers
Intermedix - Software
InterSystems - Software
IOGEAR - Computer Accessories, Digital Telephones
Ipswitch - Software
Ipswitch - Software
Ivanti - Software
Jabra - General Accessories and Telephony
JAMF Software - Software
JAMF Software - Software
Juniper Networks - General Accessories and Telephony
Kaspersky Labs - Software
Kaspersky Labs - Software
Kensington - Computer Accessories, Digital Telephones
Kensington - Computer Bags and Cases
Kensington - General Accessories and Telephony
Kingston Technology - Memory
Kingston Technology - Storage Products
Kodak - Cameras
Kofax Image Products - Software
Kronos - Software
Laserfiche - Software
Lawsoft - Software
Lenovo - Batteries
Lenovo - Computer Accessories, Digital Telephones
Lenovo - Computer Bags and Cases
Lenovo - Computers
Lenovo - Displays and monitors
Lenovo - General Accessories and Telephony

Lenovo - Memory
Lenovo - Racks
Lenovo - Storage Products
Lexmark International - Computer Accessories, Digital Telephones
Lexmark International - General Accessories and Telephony
Lexmark International - Printers
LG Electronics - Displays and monitors
LifeSize - Software
Lightspeed Systems - Software
LockPath, Inc - Software
Logitech - Cameras
Logitech - Computer Accessories, Digital Telephones
Logmein, Inc. - Software
LogRhythm - Software
Malwarebytes - Software
McAfee - Software
Micro Focus - Software
Micron Technology - Memory
Microsoft - Cameras
Microsoft - Computer Accessories, Digital Telephones
Microsoft - Computers
Microsoft - Software
Mimecast - Software
Mobile Edge - Computer Bags and Cases
Mobile Edge - General Accessories and Telephony
Modo Labs - Software
MuleSoft - Software
NEC - Computer Accessories, Digital Telephones
NEC - Displays and monitors
NEC - General Accessories and Telephony
NETGEAR - Computer Accessories, Digital Telephones
NETGEAR - General Accessories and Telephony
NetMotion Wireless - Software
NetOp - Software
Netscout Systems - Software
NetWrix Corporation - Software
Nimble Storage - Software
Nintex - Software
Nuance Communications - Software
Nutanix - Software
OGIO - Computer Bags and Cases
OKI - Computer Accessories, Digital Telephones
OKI - Printers
Olympus - General Accessories and Telephony
OpenText - Software
Oracle - Software
OtterBox - General Accessories and Telephony
Overland Storage - Storage Products

Palo Alto Networks - Software
Panasonic - Batteries
Panasonic - Computer Accessories, Digital Telephones
Panasonic - Computers
Panasonic - Displays and monitors
Panasonic - General Accessories and Telephony
Panasonic - Office Supplies
Panduit - Cables
Panduit - General Accessories and Telephony
Panduit - Racks
Pega - Software
Pega Systems - Software
Philips - Displays and monitors
Pitney Bowes - Software
Planar Systems - Displays and monitors
Plantronics - General Accessories and Telephony
PNY Technologies - Memory
Polycom - General Accessories and Telephony
PrinterLogic - Software
Promise Technology - General Accessories and Telephony
Proofpoint - Software
ProPhoenix - Software
QNAP Systems, Inc - General Accessories and Telephony
Qualtrics - Software
Qualys - Software
Quantum - Storage Products
Quest Software - General Accessories and Telephony
Quest Software - Software
Quest Software - Software
Quest Software - Storage Products
Rapid7 - Software
Raritan Computer - Computer Accessories, Digital Telephones
Red Gate Software - Software
Red Hat - Software
Ricoh - Computer Accessories, Digital Telephones
Ricoh - Office Supplies
Ricoh - Printers
Rocket Software, Inc. - Software
RSA Security - Software
Ruckus Wireless - General Accessories and Telephony
SailPoint - Software
Salesforce - Software
Salient Corporation - Software
Samsonite - Computer Bags and Cases
Samsung - Batteries
Samsung - Computer Accessories, Digital Telephones
Samsung - Computers
Samsung - Displays and monitors

Samsung - General Accessories and Telephony
Samsung - Memory
Samsung - Office Supplies
Samsung - Storage Products
SanDisk - Memory
SanDisk - Storage Products
SANS Institute - Software
SAP - Software
SAP BusinessObjects - Software
SAS Institute - Software
Seagate - General Accessories and Telephony
Seagate - Storage Products
Sennheiser - General Accessories and Telephony
SentinelOne - Software
Sentry Data Systems - Software
ServiceNow - Software
Sharp - Displays and monitors
SIIG - General Accessories and Telephony
Siteimprove - Software
Snow Software - Software
SolarWinds - Software
SolarWinds - Software
SonicWALL - General Accessories and Telephony
SonicWALL - Software
Sophos - Software
Spatial Data Logic - Software
Spillman Technologies, Inc. - Software
Splunk - Software
StarTech.com - Cables
StarTech.com - Computer Accessories, Digital Telephones
StarTech.com - General Accessories and Telephony
StarTech.com - Racks
StarTech.com - Storage Products
StorageCraft Technology - Software
SUPER MICRO Computer - General Accessories and Telephony
Swiftreach - Software
Symantec - Software
Symantec - Software
Tableau Software - Software
Tanium - Software
Targus - Computer Bags and Cases
Targus - General Accessories and Telephony
TechSmith - Software
Telerik - Software
Tenable Network Security - Software
Teradata - Software
ThreatTrack Security - Software
Thycotic - Software

Toshiba - Computer Accessories, Digital Telephones
Toshiba - Computers
Toshiba - Storage Products
Total Micro Technologies - Batteries
Total Micro Technologies - General Accessories and Telephony
Transcend Information - Memory
Transcend Information - Storage Products
Trend Micro - Software
Tripp Lite - Batteries
Tripp Lite - Cables
Tripp Lite - Computer Accessories, Digital Telephones
Tripp Lite - General Accessories and Telephony
Tripp Lite - Racks
TriTech Software Systems - Software
Turbonomic, Inc. - Software
Tyco Electronics - Displays and monitors
Tyler Technologies - Software
Unitrends Software - Software
Urban Factory - General Accessories and Telephony
V7 - General Accessories and Telephony
Vanguard Integrity Professionals - Software
Varonis - Software
Veeam Software - Software
Veeam Software - Software
Veracode - Software
Verbatim - Computer Accessories, Digital Telephones
Verbatim - Memory
Veritas Technologies LLC - Software
ViewSonic - Computer Accessories, Digital Telephones
ViewSonic - Displays and monitors
ViewSonic - General Accessories and Telephony
VIZIO - Displays and monitors
VMware - Software
Vmware - Software
WatchGuard Technologies - General Accessories and Telephony
Webroot Software - Software
Western Digital - General Accessories and Telephony
Western Digital - Storage Products
Xerox - Computer Accessories, Digital Telephones
Xerox - General Accessories and Telephony
Xerox - Office Supplies
Xerox - Printers
Zebra Technologies - Batteries
Zebra Technologies - Cables
Zebra Technologies - Computer Accessories, Digital Telephones
Zebra Technologies - Printers
Zix Corporation - Software
ZOHO Corporation - Software

Zonar Systems - Software
Zscaler - Software

**National Pricing Discount**

RFP #2018011

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

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

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4%	SHI's Full Catalog of Systems	%	
		3) Tablets	4%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4%	SHI's Full Catalog of Systems	%	
		5) Keyboards	4%	SHI's Full Catalog of Input Devices	%	



2)	Group 2 - Input Devices	6) Mice	4%	SHI's Full Catalog of Input Devices	%	
		7) Imaging Scanners	4%	SHI's Full Catalog of Input Devices	%	
		8) POS Scanners	4%	SHI's Full Catalog of Input Devices	%	
		9) Pointing Devices	4%	SHI's Full Catalog of Input Devices	%	
		10) Bar Code Readers	4%	SHI's Full Catalog of Input Devices	%	
		11) Audio Input	4%	SHI's Full Catalog of Input Devices	%	
		12) Input Adapters	4%	SHI's Full Catalog of Input Devices	%	
		13) PC and Network Cameras	4%	SHI's Full Catalog of Input Devices	%	
		14) Input Cables	4%	SHI's Full Catalog of Input Devices	%	
		15) Input Accessories	4%	SHI's Full Catalog of Input Devices	%	
		16) Displays	4%	SHI's Full Catalog of Output Devices	%	
		17) Printers	4%	SHI's Full Catalog of Output Devices	%	
		18) Inkjet Printres	4%	SHI's Full Catalog of Output Devices	%	
		19) Inkjet Photo Printers	4%	SHI's Full Catalog of Output Devices	%	
		20) Laser Printers	4%	SHI's Full Catalog of Output Devices	%	
		21) Label Printers	4%	SHI's Full Catalog of Output Devices	%	

3)	Group 3 - Output Devices	22) Dot Matrix Printers	4%	SHI's Full Catalog of Output Devices	%	
		23) Multi-Function Printers	4%	SHI's Full Catalog of Output Devices	%	
		24) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		25) Multi-Function Inkjet Printers	4%	SHI's Full Catalog of Output Devices	%	
		26) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%	
		27) Fax Machine Printers	4%	SHI's Full Catalog of Output Devices	%	
		28) Printer Accessories	4%	SHI's Full Catalog of Output Devices	%	
		29) Projectors	4%	SHI's Full Catalog of Output Devices	%	
		30) Projector Accessories	4%	SHI's Full Catalog of Output Devices	%	
		31) Audio Input	4%	SHI's Full Catalog of Output Devices	%	
		32) Video Cards	4%	SHI's Full Catalog of Output Devices	%	
		33) Sound Cards	4%	SHI's Full Catalog of Output Devices	%	
		34) Output Accessories	4%	SHI's Full Catalog of Output Devices	%	
		35) Printer Consumables	4%	SHI's Full Catalog of Output Devices	%	
		36) Desktop	4%	SHI's Full Catalog of Memory	%	
		37) Flash	4%	SHI's Full Catalog of Memory	%	

4)	Group 4 - Memory	38) Networking	4%	SHI's Full Catalog of Memory	%	
		39) Notebook	4%	SHI's Full Catalog of Memory	%	
		40) Printer / Fax	4%	SHI's Full Catalog of Memory	%	
		41) Server	4%	SHI's Full Catalog of Memory	%	
		42) Adapters Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
		43) Adapters FireWire / USB	4%	SHI's Full Catalog of Storage Devices	%	
		44) Adapters IDE/ATA/SATA	4%	SHI's Full Catalog of Storage Devices	%	
		45) Adapters RAID	4%	SHI's Full Catalog of Storage Devices	%	
		46) Adapters SCSI	4%	SHI's Full Catalog of Storage Devices	%	
		47) Bridges & Routers	4%	SHI's Full Catalog of Storage Devices	%	
		48) Disk Arrays	4%	SHI's Full Catalog of Storage Devices	%	
		49) Disk Arrays JBOD	4%	SHI's Full Catalog of Storage Devices	%	
		50) Drives Magneto-Optical	4%	SHI's Full Catalog of Storage Devices	%	
		51) Drives Removable Disks	4%	SHI's Full Catalog of Storage Devices	%	
		52) Fiber Channel Switches	4%	SHI's Full Catalog of Storage Devices	%	
		53) Hard Disks - External	4%	SHI's Full Catalog of Storage Devices	%	

5)

Group 5 - Storage Devices

54) Hard Disks - Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%	
55) Hard Disks - IDE/ATA/S	4%	SHI's Full Catalog of Storage Devices	%	
56) Hard Disks - Notebook	4%	SHI's Full Catalog of Storage Devices	%	
57) Hard Disks - SCSI	4%	SHI's Full Catalog of Storage Devices	%	
58) Networking Accessories	4%	SHI's Full Catalog of Storage Devices	%	
59) Optical Drives - CD-ROM	4%	SHI's Full Catalog of Storage Devices	%	
60) Optical Drives - CD-RW	4%	SHI's Full Catalog of Storage Devices	%	
61) Optical Drives - DVD-CD	4%	SHI's Full Catalog of Storage Devices	%	
62) Optical Drives - DVD-RW	4%	SHI's Full Catalog of Storage Devices	%	
63) Storage Accessories	4%	SHI's Full Catalog of Storage Devices	%	
64) Storage - NAS	4%	SHI's Full Catalog of Storage Devices	%	
65) Storage - SAN	4%	SHI's Full Catalog of Storage Devices	%	
66) Tape Autoloaders -AIT	4%	SHI's Full Catalog of Storage Devices	%	
67) Tape Autoloaders - DAT	4%	SHI's Full Catalog of Storage Devices	%	
68) Tape Autoloaders - DLT	4%	SHI's Full Catalog of Storage Devices	%	
69) Tape Autoloaders - LTO	4%	SHI's Full Catalog of Storage Devices	%	

		70) Tape Drives - 4mm	4%	SHI's Full Catalog of Storage Devices	%	
		71) Tape Drives - 8mm/VXA	4%	SHI's Full Catalog of Storage Devices	%	
		72) Tape Drives - AIT	4%	SHI's Full Catalog of Storage Devices	%	
		73) Tape Drives - DAT	4%	SHI's Full Catalog of Storage Devices	%	
		74) Tape Drives - DLT	4%	SHI's Full Catalog of Storage Devices	%	
		75) Tape Drives - LTO/Ultrium	4%	SHI's Full Catalog of Storage Devices	%	
		76) Tape Drives SDLT	4%	SHI's Full Catalog of Storage Devices	%	
		77) Tape Drives - Travan	4%	SHI's Full Catalog of Storage Devices	%	
		78) 10/100 Hubs & Switches	4%	SHI's Full Catalog of Network Equipment	%	
		79) Bridges & Routers	4%	SHI's Full Catalog of Network Equipment	%	
		80) Gigabit Hubs & Swtiches	4%	SHI's Full Catalog of Network Equipment	%	
		81) Concentrators & Multiplexers	4%	SHI's Full Catalog of Network Equipment	%	
		82) Hardware Firewalls	4%	SHI's Full Catalog of Network Equipment	%	
		83) Intrusion Detection	4%	SHI's Full Catalog of Network Equipment	%	
		84) KVM	4%	SHI's Full Catalog of Network Equipment	%	
		85) Modems	4%	SHI's Full Catalog of Network Equipment	%	

6)	Group 6 - Network Equipment	86) Network Test Equipment	4%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	4%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	4%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transcievers	4%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	4%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4%	SHI's Full Catalog of Software	%	
		100) Licensing - Cloning	4%	SHI's Full Catalog of Software	%	
		101) Licensing - Computer Services	4%	SHI's Full Catalog of Software	%	

102) Licensince - Database	4%	SHI's Full Catalog of Software	%	
103) Licensing - Development	4%	SHI's Full Catalog of Software	%	
104) Licensing - Entertainment	4%	SHI's Full Catalog of Software	%	
105) Licensing - Financial	4%	SHI's Full Catalog of Software	%	
106) Licensing - Flow Chart	4%	SHI's Full Catalog of Software	%	
107) Licensing - Graphic Design	4%	SHI's Full Catalog of Software	%	
108) Licensing - Handheld	4%	SHI's Full Catalog of Software	%	
109) Licensing - Network OS	4%	SHI's Full Catalog of Software	%	
110) Licensing - OS	4%	SHI's Full Catalog of Software	%	
111) Licensing - Personal Organization	4%	SHI's Full Catalog of Software	%	
112) Licensing - Presentation	4%	SHI's Full Catalog of Software	%	
113) Licensing - Reference	4%	SHI's Full Catalog of Software	%	
114) Licensing - Report Analysis	4%	SHI's Full Catalog of Software	%	
115) Licensing - Spreadhseet	4%	SHI's Full Catalog of Software	%	
116) Licensing - Utilities	4%	SHI's Full Catalog of Software	%	
117) Licensing - Warranties	4%	SHI's Full Catalog of Software	%	

7)

Group 7 - Software

118) Licensing - Web Development	4%	SHI's Full Catalog of Software	%	
119) Licensing - Word Processing	4%	SHI's Full Catalog of Software	%	
120) Software - Backup	4%	SHI's Full Catalog of Software	%	
121) Software - Barcode / OCR	4%	SHI's Full Catalog of Software	%	
122) Software - Business Application	4%	SHI's Full Catalog of Software	%	
123) Software - CAD/CAM	4%	SHI's Full Catalog of Software	%	
124) Software - Cloning	4%	SHI's Full Catalog of Software	%	
125) Software - Computer Services	4%	SHI's Full Catalog of Software	%	
126) Software - Database	4%	SHI's Full Catalog of Software	%	
127) Software - Development	4%	SHI's Full Catalog of Software	%	
128) Software - Entertainment	4%	SHI's Full Catalog of Software	%	
129) Software - Financial	4%	SHI's Full Catalog of Software	%	
130) Software - Flow Chart	4%	SHI's Full Catalog of Software	%	
131) Software - Graphic Design	4%	SHI's Full Catalog of Software	%	
132) Software - Handheld	4%	SHI's Full Catalog of Software	%	
133) Software - OS	4%	SHI's Full Catalog of Software	%	



		134) Software - Personal Organization	4%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4%	SHI's Full Catalog of Software	%	
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4%	SHI's Full Catalog of Media Supplies	%	
		148) Media - Magneto - Optical	4%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4%	SHI's Full Catalog of Media Supplies	%	

		150) Media - SLR tape	4%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4%	SHI's Full Catalog of Other	%	

163) Asset Management	4%	SHI's Full Catalog of Other	%	
164) Cables	4%	SHI's Full Catalog of Other	%	
165) Cables - custom	4%	SHI's Full Catalog of Other	%	
166) Cables - printer	4%	SHI's Full Catalog of Other	%	
167) Complex warranties	4%	SHI's Full Catalog of Other	%	
168) Desktop Accessories	4%	SHI's Full Catalog of Other	%	
169) Display Accessories	4%	SHI's Full Catalog of Other	%	
170) Electronic Services	4%	SHI's Full Catalog of Other	%	
171) Handheld Accessories	4%	SHI's Full Catalog of Other	%	
172) Imaging Accessories	4%	SHI's Full Catalog of Other	%	
173) Imaging - Camcorders	4%	SHI's Full Catalog of Other	%	
174) Imaging - Digital Cameras	4%	SHI's Full Catalog of Other	%	
175) Intrenal Lab Service	4%	SHI's Full Catalog of Other	%	
176) Lab fees	4%	SHI's Full Catalog of Other	%	
177) Managed Services	4%	SHI's Full Catalog of Other	%	
178) Miscellaneous solutions	4%	SHI's Full Catalog of Other	%	

179) Mounting hardware for vehicles	4%	SHI's Full Catalog of Other	%	
180) Networking Warranties	4%	SHI's Full Catalog of Other	%	
181) Notebook Accessories	4%	SHI's Full Catalog of Other	%	
182) Notebook Batteries	4%	SHI's Full Catalog of Other	%	
183) PC Lab order services	4%	SHI's Full Catalog of Other	%	
184) POS Accessories	4%	SHI's Full Catalog of Other	%	
185) POS Displays	4%	SHI's Full Catalog of Other	%	
186) Power Accessories	4%	SHI's Full Catalog of Other	%	
187) Power Surge Protection	4%	SHI's Full Catalog of Other	%	
188) Power UPS	4%	SHI's Full Catalog of Other	%	
189) Server Accessories	4%	SHI's Full Catalog of Other	%	
190) Service Charge	4%	SHI's Full Catalog of Other	%	
191) System Components	4%	SHI's Full Catalog of Other	%	
192) Training Courses	4%	SHI's Full Catalog of Other	%	
193) Training Reference Manuals	4%	SHI's Full Catalog of Other	%	
194) Warranties - Electronic	4%	SHI's Full Catalog of Other	%	

195) iPad / Tablet Stylus	4%	SHI's Full Catalog of Other	%	
196) Mouse / Wrist Pads	4%	SHI's Full Catalog of Other	%	
197) Security Locks and Hardware	4%	SHI's Full Catalog of Other	%	
198) Tools	4%	SHI's Full Catalog of Other	%	
199) Document Scanner Accessories	4%	SHI's Full Catalog of Other	%	
200) Flatbed Scanners	4%	SHI's Full Catalog of Other	%	
201) Mobile Scanners	4%	SHI's Full Catalog of Other	%	
202) Network Scanners	4%	SHI's Full Catalog of Other	%	
203) Sheetfed Scanners	4%	SHI's Full Catalog of Other	%	
204) Wide Format Scanners	4%	SHI's Full Catalog of Other	%	
205) Workgroup / Department Scanner	4%	SHI's Full Catalog of Other	%	
206) Build to Order Desktops	4%	SHI's Full Catalog of Other	%	
207) Nettop	4%	SHI's Full Catalog of Other	%	
208) Point of Sale	4%	SHI's Full Catalog of Other	%	
209) Ultra Small Form Factor	4%	SHI's Full Catalog of Other	%	
210) Apple / Mac Memory Upgrades	4%	SHI's Full Catalog of Other	%	

10)

Group 10 - Other

211) Chips / SIMMs/SIPPs / ROMs	4%	SHI's Full Catalog of Other	%	
212) Computer Cases	4%	SHI's Full Catalog of Other	%	
213) CPUs / Fans	4%	SHI's Full Catalog of Other	%	
214) Membory Accessories	4%	SHI's Full Catalog of Other	%	
215) Motherboards / Chassis	4%	SHI's Full Catalog of Other	%	
216) 1 - 2 port Serial Boards	4%	SHI's Full Catalog of Other	%	
217) 3+ port Serial Boards	4%	SHI's Full Catalog of Other	%	
218) Console Server	4%	SHI's Full Catalog of Other	%	
219) Device Server	4%	SHI's Full Catalog of Other	%	
220) Terminal Server	4%	SHI's Full Catalog of Other	%	
221) Content Management	4%	SHI's Full Catalog of Other	%	
222) Firewall / VPN Applicances	4%	SHI's Full Catalog of Other	%	
223) Multifunction Security Appliances	4%	SHI's Full Catalog of Other	%	
224) Network Camera Accessories	4%	SHI's Full Catalog of Other	%	
225) Network Cameras	4%	SHI's Full Catalog of Other	%	
226) Physical/Environmental Security	4%	SHI's Full Catalog of Other	%	

227) Security Appliance Accessories	4%	SHI's Full Catalog of Other	%	
228) Security Tokens	4%	SHI's Full Catalog of Other	%	
229) Unified Threat Management	4%	SHI's Full Catalog of Other	%	
230) 2-way Radios / Walkie Talkies	4%	SHI's Full Catalog of Other	%	
231) Apple Notebooks	4%	SHI's Full Catalog of Other	%	
232) Convertible PCs / Slate PCs / iPad	4%	SHI's Full Catalog of Other	%	
233) iPad	4%	SHI's Full Catalog of Other	%	
234) Slate Tablet Computers	4%	SHI's Full Catalog of Other	%	
235) GPS / PDA	4%	SHI's Full Catalog of Other	%	
236) Wireless Communication Devices	4%	SHI's Full Catalog of Other	%	
237) Batteries	4%	SHI's Full Catalog of Other	%	
238) Power Supplies / Adapters	4%	SHI's Full Catalog of Other	%	
239) Rackmount Equipment	4%	SHI's Full Catalog of Other	%	
240) Remote Power Management	4%	SHI's Full Catalog of Other	%	
241) Surge Suppressors	4%	SHI's Full Catalog of Other	%	
242) UPS / Battery Backup	4%	SHI's Full Catalog of Other	%	

243) 14" & smaller LCD Display	4%	SHI's Full Catalog of Other	%	
244) 15-19" LCD Display	4%	SHI's Full Catalog of Other	%	
245) 15-19" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
246) 15-19" Wide LED Display	4%	SHI's Full Catalog of Other	%	
247) 20-30" LCD Display	4%	SHI's Full Catalog of Other	%	
248) 20-30" Wide LCD Display	4%	SHI's Full Catalog of Other	%	
249) 20-30" Wide LED Display	4%	SHI's Full Catalog of Other	%	
250) PCoIP and Zero Client Displays	4%	SHI's Full Catalog of Other	%	
251) Arm Mounts	4%	SHI's Full Catalog of Other	%	
252) Ceiling Mounts	4%	SHI's Full Catalog of Other	%	
253) Combo Mounts	4%	SHI's Full Catalog of Other	%	
254) Desktop Stands / Risers	4%	SHI's Full Catalog of Other	%	
255) Flat Wall Mounts	4%	SHI's Full Catalog of Other	%	
256) Mount Accessories	4%	SHI's Full Catalog of Other	%	
257) Pole Display	4%	SHI's Full Catalog of Other	%	
258) Stands / Carts / Feet	4%	SHI's Full Catalog of Other	%	





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

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

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

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

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Item Description	Item Number	Unit of Measure	% Off Catalog Discount (As identified on National Pricing Tab)	MSRP Price	Extended Price (MSRP - % Off Catalog)
HP EliteBook x360 1030 G2 (Energy Star)	1BS95UT#ABA	EA	4.00%	\$ 1,339.00	\$ 1,285.44
10.5-inch Apple iPad Pro Wi-Fi + Cellular 64GB - Space Gray	MQEY2LL/A	EA	4.00%	\$ 825.00	\$ 792.00
Dell OptiPlex 7050 Small Form Factor	S028O7050SFFUSR <del>83F9F</del>	EA	4.00%	\$1,055.45	\$ 1,013.23
Dell Latitude 5480 Laptop	S022L548014USR <del>4C99R</del>	EA	4.00%	\$1,143.91	\$ 1,098.16
Samsung Galaxy Tab E - Tablet - Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	4.00%	\$ 210.00	\$ 201.60
Logitech MX800 Wireless Keyboard & Mouse	920-006237	EA	4.00%	\$ 141.00	\$ 135.36
Microsoft Designer Bluetooth Desktop Keyboard and Mouse set	7N9-00001	EA	4.00%	\$ 83.00	\$ 79.68
Microsoft Wireless Comfort Desktop 5050 Keyboard and Mouse set	PP4-00001	EA	4.00%	\$ 58.00	\$ 55.68
Logitech MK120 USB Wired Keyboard/Mouse set	920-002565	EA	4.00%	\$ 14.00	\$ 13.44
Kensington Pro Fit Keyboard and Mouse set	K72324US	EA	4.00%	\$ 32.00	\$ 30.72
HP 27ER 27 Inch Display	T3M88AA#ABA	EA	4.00%	\$241.63	\$ 231.96
HP DesignJet T830 36-in Multifunction Printer	F9A30A#B1K	EA	4.00%	\$ 6,907.00	\$ 6,630.72
Dell UltraSharp 27" 4K Monitor	U2718Q	EA	4.00%	\$ 643.00	\$ 617.28
InFocus IN1116 - DLP Projector - Portable - 3D	IN1116	EA	4.00%	\$ 887.00	\$ 851.52
PNY NVIDIA NVS 810 Graphics Card - 2GPU's - NVS 810 - 4GB	VCNVS810DVI-PB	EA	4.00%	\$ 704.00	\$ 675.84
Kingston DDR4-32 GB- DIMM 288-pin	KTH-PL424/32G	EA	4.00%	\$ 410.00	\$ 393.60
Cisco DDR4-32 GB- DIMM 288-pin	UCS-MR-1X322RV-A	EA	4.00%	\$710.48	\$ 682.06
Cisco DDR3L-32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	4.00%	\$821.34	\$ 788.49
Kingston DDR3-64 GB- DIMM 240-pin	<del>KVR16R11D4K4/64</del> <del>CT64G4L</del> <del>FQ424A</del>	EA	4.00%	\$978.90	\$ 939.75
Proline - DDR - 1GB - DIMM 184-pin	ASA5510-MEM-1GBCDW	EA	4.00%	\$ 237.51	\$ 228.01
Western Digital Red 6 TB internal HD	WD60EFRX	EA	4.00%	\$ 261.00	\$ 250.56

Seagate Video 3.5 HDD ST4000VM000 4TB	ST4000VM000 <b>ST4000VX007</b>	EA	4.00%	\$134.30	\$ 128.93
Dell PowerVault RD1000 RDX USB external	RD1000	EA	4.00%	<del>\$ 162.00</del>	<del>\$ 155.52</del>
Samsung 850 EVO 250 GB Internal SSD	MZ-75E250B/AM	EA	4.00%	\$ 113.00	\$ 108.48
SanDisk Cruzer Blade - USB flash drive 8 GB	SDCZ50-008G-B35	EA	4.00%	\$ 6.00	\$ 5.76
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	N7K-C7010=	EA	4.00%	\$ 17,700.00	\$ 16,992.00
Extreme Networks C-Series C5 C5G124-24P2 Switch 24 ports Managed	C5G124-24P2	EA	4.00%	\$4,895.06	\$ 4,699.26
Juniper EX4200 24F - Switch - Managed	EX4200-24F-TAA	EA	4.00%	\$10,758.00	\$ 10,327.68
Ruckus ZoneFlex R600 - Wireless Access Point	901-R600-US00	EA	4.00%	\$ 811.00	\$ 778.56
Juniper EX 2200 24P switch managed	EX2200-24P-4G	EA	4.00%	\$ 1,433.00	\$ 1,375.68
Adobe Acrobat Pro 2017 - License - 1User	65280374AF01A00	EA	4.00%	\$407.97	\$ 391.65
Adobe Acrobat Standard 2017 - License - 1 User	65280416AD01A00	EA	4.00%	\$ 310.00	\$ 297.60
Microsoft Project Professional 2016 - Box Pack - 1PC	H30-05451	EA	4.00%	\$ 1,021.00	\$ 980.16
Microsoft Windows 10 Pro License 1User	FQC-08930	EA	4.00%	\$ 157.00	\$ 150.72
Nuance Dragon Naturally Speaking Premium Box Pack Version (13) 1User	K609A-G00-13.0	EA	4.00%	\$ 195.00	\$ 187.20
Verbatim DataLifePlus DVD-R Media 50 Pack	95078	PK	4.00%	\$ 19.00	\$ 18.24
Memorex DVD+R x 25 Storage media	05618 05638	PK	4.00%	\$18.10	\$ 17.38
Kingston Data Traveler SE9 G2 16GB USB 3.0	DTSE9G2/16GB	EA	4.00%	\$ 15.00	\$ 14.40
Apricorn Aegis Secure Key 3.0 - USB Flash Drive - 120GB	ASK3-120GB	EA	4.00%	\$ 236.00	\$ 226.56
Optical Quantum White Inkjet Hub Printable BD-R	OQBDRDL06WIPH-25	EA	4.00%	\$72.36	\$ 69.47
OpenScope Desk Phone	IP-55G SIPL30250-F600-C281	EA	4.00%	\$528.50	\$ 507.36
MediaTrix C711 8 FXS Gateway	C711-01-MX-D2000-K-000	EA	4.00%	\$371.20	\$ 356.35
Avaya Business Series Terminal T7208 - Digital Phone	NT8B26AAMAE6	EA	4.00%	#N/A	#N/A
APC1500VA	SMT1500	EA	4.00%	\$ 524.00	\$ 503.04
APC Smart-UPS X 3000VA Rack UPS	SMX3000RMLV2U	EA	4.00%	\$ 1,547.00	\$ 1,485.12
AirMagnet Survey Pro/Planner and Spectrum XT Bundle - License and Media (1 license)	AM/A1580	EA	4.00%	\$ 5,610.00	\$ 5,385.60

<u>Total Price</u>	\$ 62,157.82
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DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Vendor Name \_\_SHI International Corp\_\_



12. Amendment 1 - CR-001

This amendment amends the agreement entered into between the County and SHI on 09/22/2020 which is attached to this amendment.

**CHANGE REQUEST FORM**

<b>Project Name</b>	Onsite Telephone Support
<b>Customer Name</b>	Palm Beach County
<b>Change Request Number/Version</b>	CR-001
<b>Date</b>	5/20/21
<b>Submitted by</b>	Diana Ciciarelli
<b>Change Evaluator</b>	Tim Beckwith

<b>Description of Change</b>	
Extend support hours for Palm Beach International Airport. Hours extended will continue to support the below: <ul style="list-style-type: none"> <li>• Provide On-Site Telephony Support in all areas of Palm Beach International Airport</li> <li>• Move equipment and reprogram</li> <li>• Add new phones for new users</li> <li>• Repair analog and digital phone lines</li> <li>• Replace non-functioning cable pairs and fuses</li> <li>• Train users on new equipment</li> </ul>	
<b>Reason for Change</b>	
An additional 100 hours is hereby added to the original agreement.	
<b>Impact of Change</b>	
<b>Schedule:</b>	Hours to be used as needed
<b>Scope:</b>	<ul style="list-style-type: none"> <li>• Provide On-Site Telephony Support in all areas of Palm Beach International Airport</li> <li>• Move equipment and reprogram</li> <li>• Add new phones for new users</li> <li>• Repair analog and digital phone lines</li> <li>• Replace non-functioning cable pairs and fuses</li> <li>• Train users on new equipment</li> </ul>
<b>Price:</b>	100hrs @ \$187.50 = \$18,750 Hours to be billed at actuals

<b>Signatures</b>			
<b>Status: Accepted/Rejected</b>		<b>Reason:</b>	
<b>Palm Beach County Approval:</b>		<b>Date:</b>	
<b>SHI Project Manager Approval:</b>	DocuSigned by: <i>Diana Ciciarelli</i>	<b>Date:</b>	5/20/2021
<b>Approved as to form and Legal Sufficiency By:</b>	4B754D8428FE4EF...	<b>Date:</b>	



To continue printing click Print.

Print Cancel

View All 1 of 14 | 1 Line Processing was successful

Delivery Order(DO) Dept: 120 ID: 09142000000000020606 Ver.: 2 Function: Modification Phase:  
Final

Modified by sa , 10/16/2020

Commodity		Total Lines: 2	Line: 2	Commodity: 92045	Open Amount:
		\$2,593.75	Line Amount: \$18,750.00		
Line	CL Description	Line Amount	Open Amount	Closed Amount	Modified
1	Telephone Software Maintenance/Support	\$4,312.50	\$3,750.00	\$562.50	No
2	Telephone Software Maintenance/Support	\$18,750.00	\$2,593.75	\$16,156.25	No
From 1 to 2 Total: 2					

General Information Reference Shipping/Billing Fixed Asset Intent Reference Specifications

Matching Retainage Tolerance Discount

<b>CL Description:</b> Telephone Software Maintenance/Support <b>Warehouse:</b> <b>Commodity:</b> 92045 Software Maintenance/Support <b>Stock Item Suffix:</b> <b>Supplier Part Number:</b> <b>Line Type:</b> Item <b>Quantity:</b> 100.00000 <b>Unit:</b> EA <b>Unit Price:</b> \$187.50 <b>Discounted Unit Price:</b> \$187.50 <b>List Price:</b> \$187.50 <b>Contract Amount:</b> \$0.00 <b>Service From:</b>	<b>External Warehouse:</b> <b>Fixed Asset:</b> <b>Lock Order Specs:</b> <b>Lock Catalog List Price:</b> <b>Allow Promotional Pricing:</b> <b>Vendor Preference Level:</b> 99 <b>Inactive Line:</b> <b>Shipping Charge:</b> <b>Commodity Specs:</b> <b>Extended Description:</b> CONTRACT # 2018011-01 Hourly Fee for Telephony Technician
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**Service To:****Accounting Profile:****Accounting Template:****Tax Profile:****Leased Item:**☐**Non-Reserved Funding Open Amount Total:**

\$2,593.75

**Item Sub Total:**

\$18,750.00

**Tax Amount:**

\$0.00

**Line Amount:**

\$18,750.00

**Total Acctg Amt:**

\$18,750.00

**Closed Amount:**

\$16,156.25

**Open Amount:**

\$2,593.75

**Open Accrual Amount:**

\$0.00

**Closed Quantity:**

86.16667

**Open Quantity:**

13.83333

**Closed Contract Amt:**

\$0.00

**Open Contract Amount:**

\$0.00

**Referenced Line Amount:**

\$16,156.25

**Modified:**

No

**Number of Attachments:**

0



## ON-SITE TELEPHONY SUPPORT

### Statement of Work

Prepared for Palm Beach International Airport



Account Executive: Monica White | Email: [Monica\\_White@shi.com](mailto:Monica_White@shi.com) | Phone: 407-462-4504  
Proposal Date: 9/3/2020

# **PALM BEACH INTERNATIONAL AIRPORT PROPOSAL FOR SERVICES**

## **1. SCOPE OF SERVICES**

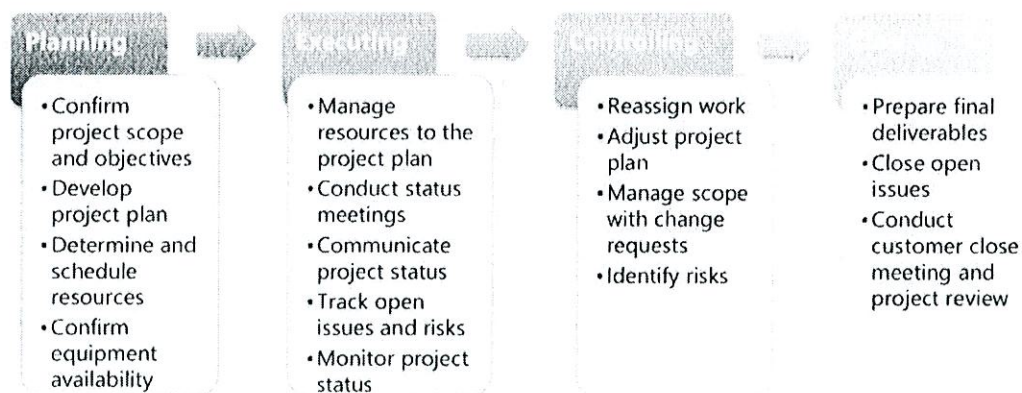
Palm Beach International Airport ("Customer") has engaged SHI International Corp. ("SHI") to assist Palm Beach International Airport with the following services ("Services") on a time and materials basis:

- Provide On-Site Telephony Support in all areas of Palm Beach International Airport
- Move equipment and reprogram
- Add new phones for new users
- Repair analog and digital phone lines
- Replace non-functioning cable pairs and fuses
- Train users on new equipment

As part of this project, SHI will assist with the tasks listed above as requested by the customer and scheduled by SHI. All support will be provided in a scheduled manner and as a Best Effort within the hours allocated to this engagement. SHI makes no guarantee that all of the tasks listed can or will be implemented within the estimated hours referenced in this SOW. If the project exceeds the estimated number of hours, SHI will make a request for more hours via the Change Order process.

## **2. PROJECT MANAGEMENT METHODOLOGY**

This project will be managed using the *SHI Project Management Methodology*, which is based on the Project Management Institute's Framework, as follows:





### 3. PROJECT DURATION

The estimated project duration is six (6) Months\*. Note that Time and Materials budgets and durations are estimates. The final project duration is affected by the actual time provided by all resources against the budget. Unless otherwise detailed, the Customer purchase order will be used without precedence of resources and may distribute budget dollars across resources in other than defined in Section 7.

### 4. PROJECT TEAM

SHI will provide the following resources for this engagement:

Resource	Role	Involvement
<b>Project Manager</b>	Responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer	Part Time
<b>Telephony Technician</b>	Assist airport in repairing and onsite telephony issues	Part Time

### 5. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this SOW.

1. SHI is not responsible for lost data. SHI recommends that Palm Beach International Airport perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Palm Beach International Airport is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order. Should you require more aggressive scheduling once these documents are received, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this Statement of Work.
5. Palm Beach International Airport will provide necessary hardware to complete the engagement.
6. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from Palm Beach International Airport.



7. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
8. Palm Beach International Airport will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
9. Palm Beach International Airport will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Palm Beach International Airport will provide the necessary workspace and network access to provide the above services.
11. Palm Beach International Airport will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Palm Beach International Airport. All wiring, hardware, and software required to perform the above services are in working order.
13. Palm Beach International Airport will provide a technical point of contact during this project.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

## 6. CUSTOMER RESPONSIBILITIES

Both Palm Beach International Airport and SHI are responsible for the successful execution of this Project. Palm Beach International Airport agrees to the following assigned responsibilities:

- Prior to the start of this engagement, Palm Beach International Airport will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Palm Beach International Airport in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Palm Beach International Airport and SHI is made through the SHI project manager.



- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI may request that meetings be scheduled with Technical Contacts.
- Palm Beach International Airport will inform SHI of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- Palm Beach International Airport will provide, at no expense to SHI: computer hardware, software, and necessary access to Customer network as required to complete work described in this SOW.
- Palm Beach International Airport is responsible for providing necessary telecommunications equipment, and related infrastructure as required for successful completion of this engagement.
- Palm Beach International Airport will provide SHI consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI consultants to independently access the Customer's network to perform the work described in this SOW.

**NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI consultants need to perform work and therefore increase cost associated with this SOW.**

- Palm Beach International Airport agrees that all related information regarding this project will be communicated to SHI as expeditiously as possible.

## 7. PRICING AND PAYMENT SCHEDULE

The following tables detail the pricing for delivery of the services outlined in this proposal.

This quote is valid for 60 days from 9/3/2020.

SUMMARY	Hourly Rate	Estimated # of Hours	Total Estimated Fee
PROJECT MANAGER	\$125.00	34.50	\$4,312.50
TELEPHONY TECHNICIAN	\$187.50	100	\$18,750.00
<b>TOTAL ESTIMATED FEE</b>			<b>\$23,062.50</b>



On a weekly basis, SHI will submit timesheets to Palm Beach International Airport for review and approval. Palm Beach International Airport will have 10 calendar days to dispute any submitted timesheet. After such time, SHI will consider the timesheet approved in abstention. For disputed timesheets, SHI will work with Palm Beach International Airport to resolve any issues. If SHI and Palm Beach International Airport are unable to resolve the issue(s) associated with the disputed timesheet(s), SHI and Palm Beach International Airport will follow the arbitration process outlined in the Master Services Agreement.

Any additional work that is required outside the scope of this SOW shall follow the Change Control Process or initiate a new SOW.

#### 7.1. Billing Terms

SHI will invoice Palm Beach International Airport monthly (or at project completion, whichever comes first) for services based on the number of hours consumed by SHI and approved by Palm Beach International Airport since the last invoice. All invoices are due and payable within 30 calendar days of the invoice date.

### 8. TRAVEL

No travel is required for this engagement.

### 9. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of Palm Beach County Contract #300569, City of Mesa, AZ Contract #2018011-02, INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES, TERM CONTRACT ("Agreement"). This Agreement shall be considered an "SOW" for purposes of Terms and Conditions.

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

## 10. CONTACT INFORMATION

<b>Project Point of Contact (Customer Contact)</b>	
Name:	Tim Beckwith
Email Address:	Tim.Beckwith@pbia.org
Phone Number:	
<b>Send Invoices To:</b>	
Name/Department:	Palm Beach International Airport
Address:	846 Palm Beach International Airport
City, State, Zip:	West Palm Beach, FL 33406
Email Address:	Tim.Beckwith@pbia.org
Phone Number:	
Can invoices be sent via email?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

<b>Work Location</b>	
Address:	846 Palm Beach International Airport
City, State, Zip:	West Palm Beach, FL 33406



## 11. STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The SHI assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the SHI project manager and the SHI Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project Kickoff, the SHI Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.

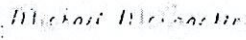
### Palm Beach County

Signature:   
Print Name: Kathleen M. Scarlett

Title: Director of Purchasing

Date: 9/22/2020


### SHI International Corp

Signature:   
Print Name: Michael McCracken

Title: Sr. Director End User Solutions

Date: 09/10/2020

Approved as to form and Legal Sufficiency:

By:   
Assistant County Attorney